City of Denton

Meeting Agenda

City Council

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

Tuesday, July 21, 2026 **2:00 PM** **Council Work Session Room & Council Chambers**

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

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

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

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

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

Open Microphone:

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

Comments on Agenda Items:

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

Public Hearing Items:

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

Individuals may participate by using one of the following methods:

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

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

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

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

3. eComment:

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

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, July 21, 2026 at 2:00 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 26-0069 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 26-0778 Receive a report, hold a discussion, and give staff direction on Economic Development priorities.
[Estimated Presentation/Discussion Time: 30 minutes]

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

B. ID 26-0558 Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2026-27 preliminary utility budgets and rates for Solid Waste, Water, Wastewater, Drainage, Electric and Customer Service.
[Estimated Presentation/Discussion Time: 1 hour]

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

C. ID 26-0627 Receive a report, hold a discussion, and give staff direction on pending City Council requests for:
1) Boards and commissions nominations, vacancies, and absence policy
2) Mental health training for police officers
3) Creation of a Citizens' Committee of Art and Culture
[Estimated Presentation/Discussion Time: 30 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance 24-1725
Exhibit 3 - 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 26-1043 Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys regarding the City's protest of Water Use Permit Application No. 14133 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 Rules of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position. This agenda item is related to Consent Agenda item ID 26-1039.

B. ID 26-1121 Deliberations Regarding Certain Public Power Utilities Competitive Matters - Under Texas Government Code Section 551.086; Consultation with Attorneys - Under Texas Government Code Section 551.071.

Receive information from staff containing public power information related to a Power Purchase Agreement between the City of Denton as seller of power and electric energy services, and Core Scientific Inc.: discuss, deliberate and provide direction to staff regarding same. Consultation with City's attorney regarding issues associated with the above matter where public discussion of these legal matters would conflict with the duty of the City attorneys of the City of Denton under Texas Disciplinary Rule of Professional

Conduct of the State of Texas or would jeopardize the City's legal position in any administrative or potential litigation.

C. ID 26-1128 Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys on the legal status, expenses, strategy, and options for resolution of litigation in Cause No. 15-25-00018-CV styled "Appellant, Public Utility Commission of Texas // Cross-Appellant, City of Denton Operating as Denton Municipal Electric v. Appellee, City of Denton Operating as Denton Municipal Electric // Cross-Appellee Public Utility Commission of Texas" pending in the Court of Appeals for the Fifteenth Judicial District at Austin, Texas; Trial Court Cause Number D-1-GN-23-008974; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and Denton Municipal Electric under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position.

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 26-1052 Proclamation - National Parks and Recreation Month

B. ID 26-1087 Proclamation - Disability Justice Day

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

A. Review of procedures for addressing the City Council.

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

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

A. ID 26-0999 Gary Steele regarding the need to create a Veterans Committee, Liaison and or advisory boards.

B. ID 26-1000 Tracy Duckworth regarding homelessness.

C. ID 26-1011 Amanda Conway regarding why we must end parking mandates.

D. ID 26-1012 Liam Gaume-Wakefield regarding why we must remove parking mandates.

E. ID 26-1013 Lauren Penn regarding revaluating parking minimums and remove parking minimums city wide.

F. ID 26-1014 Kate Rose regarding removing parking mandates.

G. ID 26-1019 Chris Grieshaber regarding why we must remove parking mandates.

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 – S). 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 26-1108 Consider approval of a resolution of the City of Denton appointing three members to the Committee on the Environment; and providing an effective date.

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

B. ID 26-1109 Consider approval of a resolution of the City of Denton appointing three members to the Mobility Committee; and providing an effective date.

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

C. ID 26-1110 Consider approval of a resolution of the City of Denton appointing three members to the Development Code Review Committee; and providing an effective date.

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

D. ID 26-1111 Consider approval of a resolution of the City of Denton appointing two members to the Economic Development Partnership Board and the Tax Increment Reinvestment Zone Number Two Board; and providing an effective date.

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

E. ID 26-1112 Consider approval of a resolution of the City of Denton appointing one member to the Tax Increment Reinvestment Zone Number One Board; and providing an effective date.

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

F. ID 26-1113 Consider approval of a resolution of the City of Denton appointing an alternate member to the Dallas Regional Mobility Coalition; and providing an effective date.

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

G. ID 26-1114 Consider approval of a resolution of the City of Denton appointing one ex officio member

to the Discover Denton Advisory Board; and providing an effective date.

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

H. ID 26-1115 Consider approval of a resolution of the City of Denton appointing a member and proxy to the North Texas Commission; and providing an effective date.

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

I. ID 26-1116 Consider approval of a resolution of the City of Denton appointing two members to the Denton Community Shelter (Loop 288) Advisory Board; and providing an effective date.

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

J. ID 26-1117 Consider approval of a resolution of the City of Denton appointing a Primary Member and Alternate Member as official voting representatives to the North Central Texas Council of Governments' Regional Transportation Council; and providing an effective date.

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

K. ID 26-1118 Consider approval of a resolution of the City of Denton appointing one member to the Denton County Behavioral Health Leadership Team; and providing an effective date.

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

L. ID 26-1120 Consider approval of a resolution of the City of Denton appointing one member to the Denton County Workforce Success Leadership Team; and providing an effective date.

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

M. ID 26-1033 Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of City facilities of both Water and Wastewater Utilities along I-35E from US 380/University to Milam Road ("Utility Relocations Project" (TxDOT CSJ# 0195-03-087)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed $13,898,958.57 for water and wastewater utility relocation; and providing an effective date. The Public Utilities Board recommends approval (6-0).

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

N. ID 26-1032 Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of City facilities of both Water and Wastewater Utilities along I-35E from US 380/University to Milam Road ("Utility Relocations Project" (TxDOT CSJ# 0195-02-074)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed $8,598,481.46 for Water and Wastewater Utility Relocation efforts; and providing an effective date. The Public Utilities Board recommends approval (6-0).

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

O. ID 26-1018 Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental Agreement No. 3 to the Standard Utility Agreement ("Agreement") by and between the City of Denton and the Texas Department of Transportation ("TxDOT"), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and/or relocation of water utilities along I-35E from Mayhill to Loop 288 more specifically called the I-35E/Mayhill Utility Relocations Project (Utility ID No. U00008008) for water relocation efforts, within the County and City of Denton, Texas; providing for the expenditure of funds not to exceed an increase of Five Hundred Fifty-Six Thousand, Four Hundred Ninety-Six and 55/100 dollars ($556,496.55) therefore; and providing an effective date. The Public Utilities Board recommends approval (6-0).

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

P. ID 26-0944 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2026 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the City Manager, or designee, to execute agreements necessary in furtherance thereof; authorizing the City Manager, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.

Attachments: Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and 2026 Action Plan
Exhibit 3 – CSAC Funding Recommendations and Project Description
Exhibit 4 - Community Development Grant Agreement Templates

Q. ID 26-0943 Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim of a portion of various permanent water lines, generally located along IH35E from FM1173 to Loop 288, and along US 77, situated in the Nathan Wade Survey Abstract No. 1407, BBB & C RR Co. Survey Abstract No. 141, all in the City and County of Denton, Texas, and more particularly described in the attached Exhibit "A" (collectively, the "Property Interests") to be recorded by Denton County Clerk, Real Property Records, Denton County, Texas granted to the State of Texas Department of Transportation ("TxDOT") by the City of Denton; providing for the quitclaim thereof to TxDOT, providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of easements to the TxDOT; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date. (Project Number 630519525 Northwest Water Transmission Line Improvement Project)

Attachments: Exhibit 1 - Agenda Information Sheet (15).1.pdf
Exhibit 2 - Quitclaim Deed
Exhibit 3 - Location Map
Exhibit 4 - Ordinance

R. ID 26-1055 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 Samsara Inc., amending the contract approved by City Council on June 3, 2025, in the not-to-exceed amount of $434,929.00; said first amendment to provide additional devices for the light duty vehicles for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (File 8679 - providing for an additional first amendment expenditure amount not-to-exceed $73,685.00, with the total contract amount not-to-exceed $508,614.00). The Public Utilities Board recommends approval (6 - 0).

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

S. ID 26-1056 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 9050 for electric substations transformer oil and breaker SF6 testing for Denton Municipal Electric; and providing an effective date (RFP 9050). The Public Utilities Board recommends approval (6 - 0).

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

5. PUBLIC HEARINGS

A. Z26-0003b Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request to rezone approximately 9.487 acres of land from a Rural

Residential (RR) zoning district to a Residential 1 (R1) zoning district. The subject site is generally located on the south side of FM 2153, approximately 4,646 feet east of the intersection of FM 2153 and Running Bear Road 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 (6-0) to recommend approval. Motion for approval by Commissioner Riggs and second by Commissioner Garland (Z26-0003b, Rifkin Addition, Sean Jacobson).

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Applicant Narrative
Exhibit 4 - Site Location Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Current Zoning Map
Exhibit 7 - Proposed Zoning Map
Exhibit 8 - Table of Allowed Uses
Exhibit 9 - Public Notice
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

B. ID 26-1085 Hold a public hearing and consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the Texas Parks and Wildlife Department (TPWD) local parks non-urban outdoor recreation grant program 2027 in the amount of $750,000 for materials and construction costs for the addition of trails and the renovation of Roberts Field at Mack Park; and providing an effective date.

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

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 26-1057 Consider approval of a resolution of the City of Denton, Texas authorizing the submission of an application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant Program in an amount up to $35,000,000 for the funding of an Advanced Metering Infrastructure project; designating the City Manager as the authorized representative of the City for the purposes of furnishing such information and executing such documents as may be required in connection with such grant application and the rules of the TWDB, and to take those actions necessary in connection with such application, award and administration of the grant; designating the City's financial advisor, engineer and bond counsel and authorizing them to aid, assist and appear on behalf of the City before TWDB; approving the TWDB application filing and authorized representative resolution document and the execution thereof by the Mayor; and providing an effective date.

Attachments: Exhibit 1 Agenda Information Sheet
Exhibit 2 Resolution
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 July 15, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

_____
OFFICE OF THE CITY SECRETARY

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden, Interim

DATE: July 21, 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: **Economic Development**

ACM: **Christine Taylor**

DATE: **July 21, 2026**

SUBJECT
Receive a report, hold a discussion, and give staff direction on Economic Development priorities.

BACKGROUND
The mission of the City of Denton Office of Economic is to attract and retain jobs, create capital investment for the City to foster a resilient, pro-growth tax base and improve the community's quality of life. The department's primary services include business recruitment, entrepreneur and business support and creative programming.

Staff is requesting Council direction on economic development priorities for the upcoming fiscal year.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation

Respectfully submitted:
Brittany Sotelo
Director of Economic Development

Economic Development: Shaping the Future of Denton

Brittany Sotelo
Economic Development Director

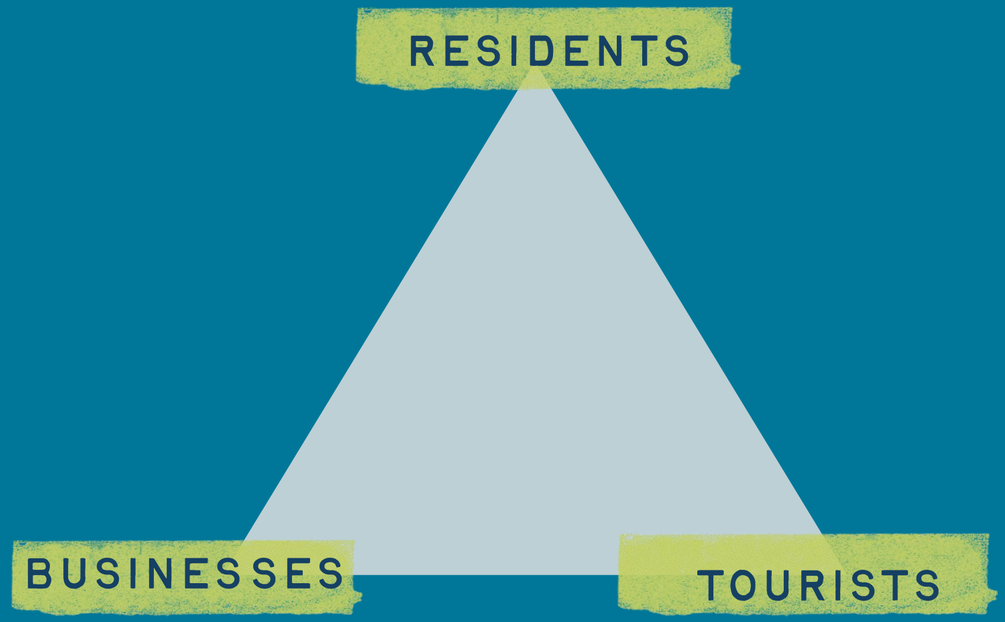


File ID 26-0778 July 21, 2026

MISSION

To attract and retain jobs, create capital investment for the City to foster a resilient, pro-growth tax base and improve the community's quality of life.

The Economic Development Tax Triangle



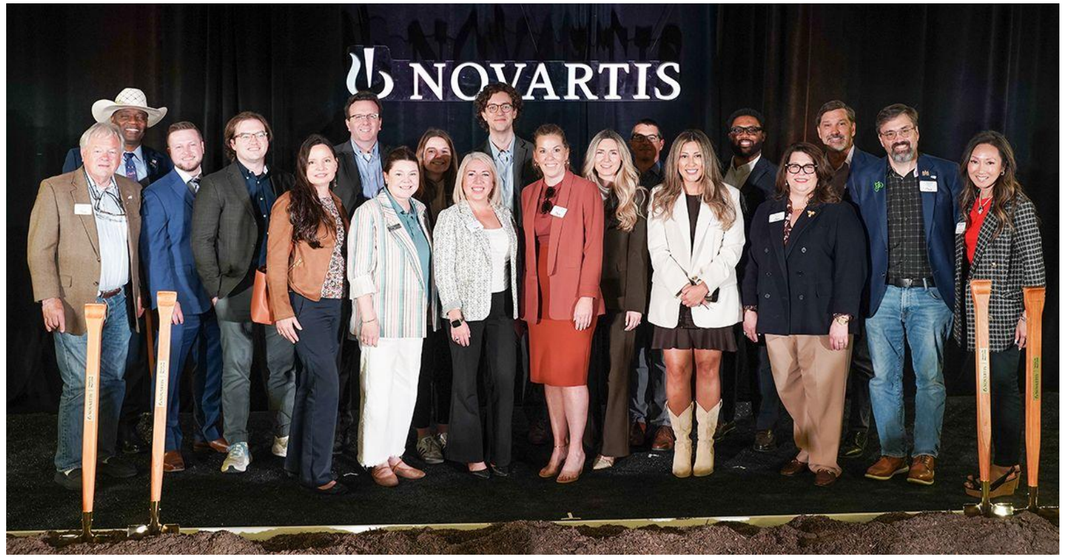
SERVICES

RECRUITMENT & EXPANSION

- Site Selection Assistance
- Incentive Administration
- Development District Management: TIRZ 1, TIRZ 2, and PIDs
- Economic Trends Report

ENTREPRENEUR & BUSINESS SUPPORT

- Small Business Workshops
- Serve as liaisons between businesses and City Departments
- Business Resource Connectors
- Job Fair Assistance



Creative

- Main Street Accreditation and Programming
- Film and Music Friendly Programs

RECRUITMENT TOOLS

REBATES

- Ad Valorem Tax
- Sales Tax

CATALYST FUND: $5.6 MILLION

- Used for one-time grants
  - Headquarters
  - Job based
  - Deal closing
- The Catalyst Fund does not have a sustainable funding source.
- An allocation from the General Fund is discussed annually through the budget process. Last transfer to the Catalyst Fund was in 2024.
- In 2025 Council approved considering expiring incentives to roll over to the Catalyst Fund through the budget process.

COMPARISON

Cities with sales tax corporations

Type A or B Sales Tax Corporations	Arlington	McKinney	Mesquite
Sales Tax Revenue	$24,206,111	$24,617,454	$15,941,141
Rental/Lease/User Fees Income	$0	$116,923	$0
Bond Proceeds/Loans Obtained	$0	$30,170,000	$0
Other Revenues	$3,735,890	$4,009,555	$708,287
TOTAL FISCAL YEAR REVENUES	**$27,942,001**	**$58,913,932**	**$16,649,428**
Personnel and Administration	$2,785,895	$1,414,786	$477,000
Marketing and Promotion	$2,383,324	$562,275	$0
Direct Business Incentives	$24,869,940	$1,711,886	$0
Debt Service	$0	$2,314,192	$1,333,431
Capital Costs	$2,503,129	$2,517,938	$7,929,692
Affordable Housing	$0	$2,224,831	$0
Other Expenditures	$0	$36,798,219	$8,911,580
TOTAL FISCAL YEAR EXPENDITURES	**$32,542,288**	**$47,544,127**	**$18,651,703**
Employee Count	**13 FTE's**	**11 FTE's**	**10 FTE's**
Population	**$400,000**	**$230,000**	**$155,000**

RECRUITMENT

TARGET MARKET:

- C-suite executives, managers, and business owners

LEAD GENERATION:

- Direct:

- RFIs:
  - Texas Governor’s E.D. Office
  - Dallas Regional Chamber
- Referrals from site selectors and commercial brokers

- **Indirect:**
  - Tradeshows
  - Regional networking
  - Collaboration with universities

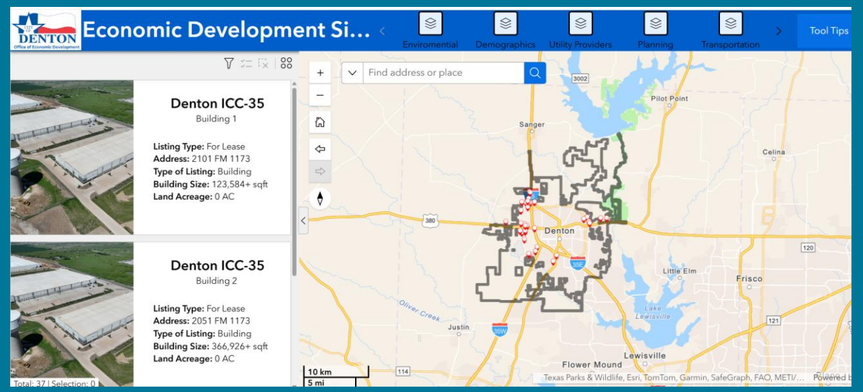
2024-2026 Improvements

Updated Marketing Materials





Created GIS Site Database



‘26 Site Selection Guild
State of the Market Pulse Check Report

CURRENT TOP PROJECT ELIMINATION FACTORS



File ID 26-0778 July 21, 2026

2025 KPI STATS

PROJECT LEADS

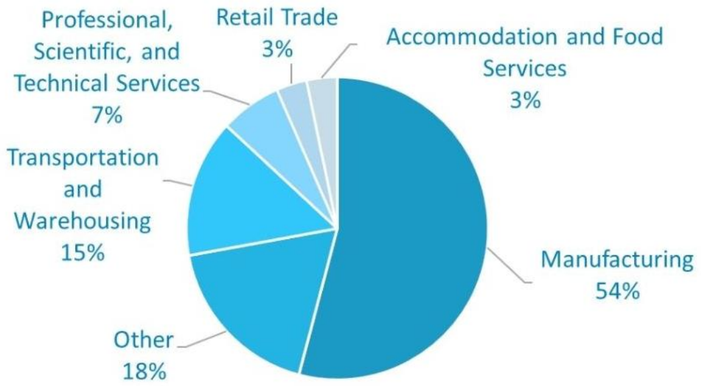
61 ANNUAL LEADS

14 LEADS LOST

15 RECRUITMENT VISITS

12 INCENTIVE APPLICATIONS

2025 PROJECT LEADS BY INDUSTRY



REQUEST FOR INFORMATION (RFI'S)

118 RFIs RECEIVED

64 RFIs SUBMITTED

9 RFIs CONVERTED TO LEADs

LEADS LOST

Count	Lead Lost Reasons
4	No reason offered
4	No buildings or site fit criteria
3	No site with desired prices
3	Other
2	Did not qualify for incentives
1	Insufficient incentives
1	Insufficient electric capabilities
18	

RFI's – No Submittal

Primary Reason for No Submittal	Count
No site fits criteria	14
No appropriate site in correct zoning	9
Other	7
Insufficient electric capabilities	6
No buildings fit criteria	6
Insufficient utilities	5
Insufficient investment	4
Insufficient water capabilities	3
Total	**54**

Q12026 YTD KPI STATS

PROJECT LEADS

25 ACTIVE PROJECTS

10 NEW LEADS

5 RECRUITMENT VISITS

2 INCENTIVE APPLICATIONS

14 LEADS RECLASSIFIED

266 RECRUITMENT OUTREACH ATTEMPTS

ACTIVE PROJECTS STAGE

Active Projects Stage	Count
Lead (5%)	20
Awaiting App. (10%)	3
Qualification (15%)	1
Incentive Prop. Sent (70%)	1
Total	**25**

REQUEST FOR INFORMATION (RFI'S)

18 RFIs RECEIVED

12 RFIs SUBMITTED

0 RFIs CONVERTED TO LEADs

Potential Capital Investment $5.2B

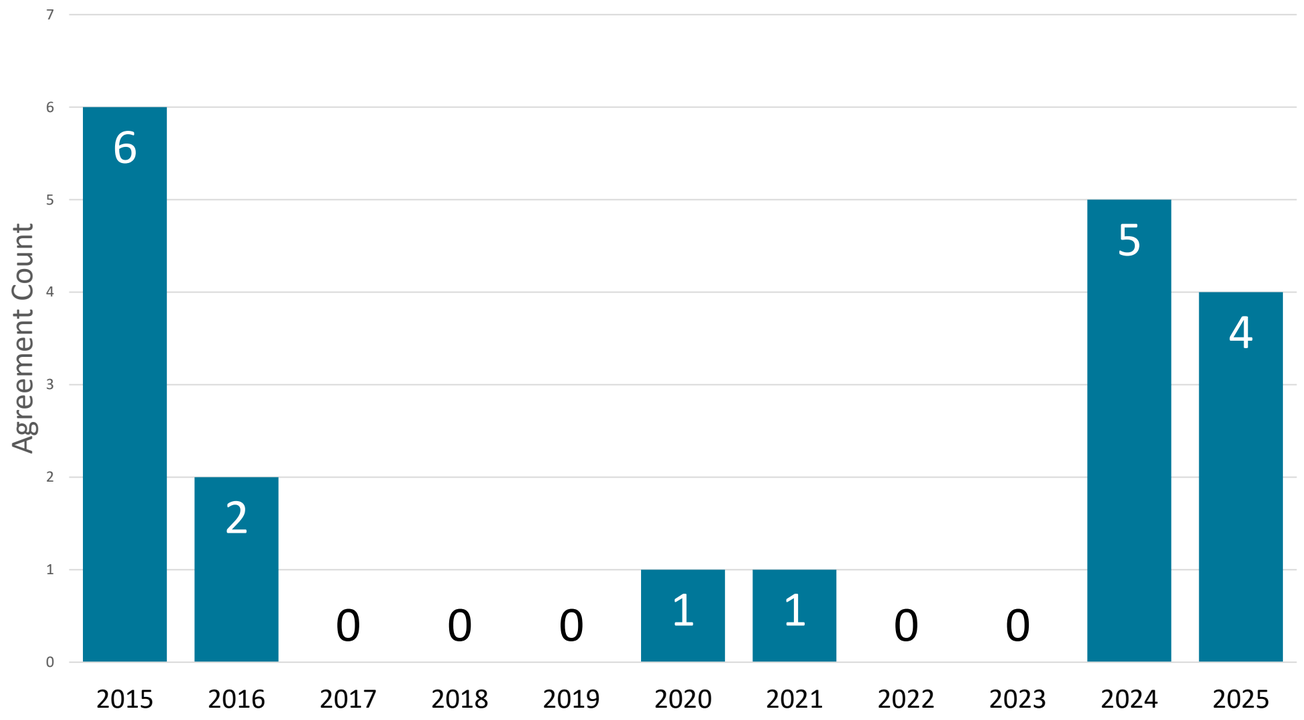
Potential Jobs 8,708

*Submitted for Q1

2015-2025 Approved Incentives

Type of Agreement	Year Approved	Company Name
Chapter 312: Tax abatement	2015	Peterbilt Motors Expansion
Chapter 380: ad valorem rebate	2015	West Gate Business Park (WGBP): Bldg. 1
Chapter 380: sales tax rebate	2015	Buc-ee's Travel Center
Chapter 380: multiple tax tool**	2015	WinCo Foods
Chapter 380: multiple tax tool**	2015	Railyard
Chapter 380: multiple tax tool	2015	O'Reilly Hotel Partners Denton
Chapter 312: Tax abatement	2016	West Gate Business Park (WGBP): Bldgs 2 & 3
Chapter 380: ad valorem rebate	2016	Sally Beauty Company
Chapter 380: Entrepreneur/Tech, Expansion and Job-based grants	2020	Team of Defenders
Expansion and Job-based grants	2021	Safran

Chapter 380 and Chapter 312 Agreements



24-26' PROJECT WINS

150 New Jobs	$280M Capital Investment	NOVARTIS
172 New Jobs	$35M Capital Investment	UNITED STATES COLD STORAGE
50 New Jobs	$14.5M Capital Investment	MAYDAY MANUFACTURING
20 New Jobs	$15M Capital Investment	PANEL REY
150 New Jobs	$17M Capital Investment	STULZ *
50 New Jobs	$9M Capital Investment	Fine Arts Theatre
133 New Jobs	$5.9M Capital Investment	ENGINETECH NORTH AMERICA
95 New Jobs	$69.7M Capital Investment	Southwire
250 New Jobs	$23.5M Capital Investment	Krateo Sky **

Total Capital Investment: $469.6M

Total Jobs: 1,070

*Did not receive incentives

** 2026 Project

CITY OF DENTON

ECONOMIC IMPACT: THEN VS. NOW

Year Approved	Company Name		Type of Agreement	Base Year Ad Valorem Valuation or 1st Year Tracked	2025 Ad Valorem Valuation	Value Increase	Percent Increase
2004	FASTENAL	Fastenal	Chapter 312: Tax abatement	$4,160,588	$67,323,089	$63,162,501	1,518.1
2013	Tetra Pak	Tetra Pak	Chapter 312: Tax abatement	$21,535,945	$120,120,217	$98,584,272	457.8
2007	Rayzor Ranch DENTON, TEXAS	Rayzor Ranch Development	Chapter 380: Sales tax rebate	$36,859,082	$398,774,447	$361,915,365	981.9
2015	BUC-EE'S	Buc-ee's Travel Center	Chapter 380: Sales tax rebate	$8,014,987	$42,137,400	$34,122,413	425.7
2015	EMBASSY SUITES	O'Reilly Hotel Partners Denton	Chapter 380: Multiple tax tool	$30,000,000	$49,655,873	$19,655,873	65.5
			TOTAL	**$100,570,602**	**$678,011,026**	**$577,440,424**	

CITY OF DENTON

DOWNTOWN WINS

VACANCY RATE



Source: Costar

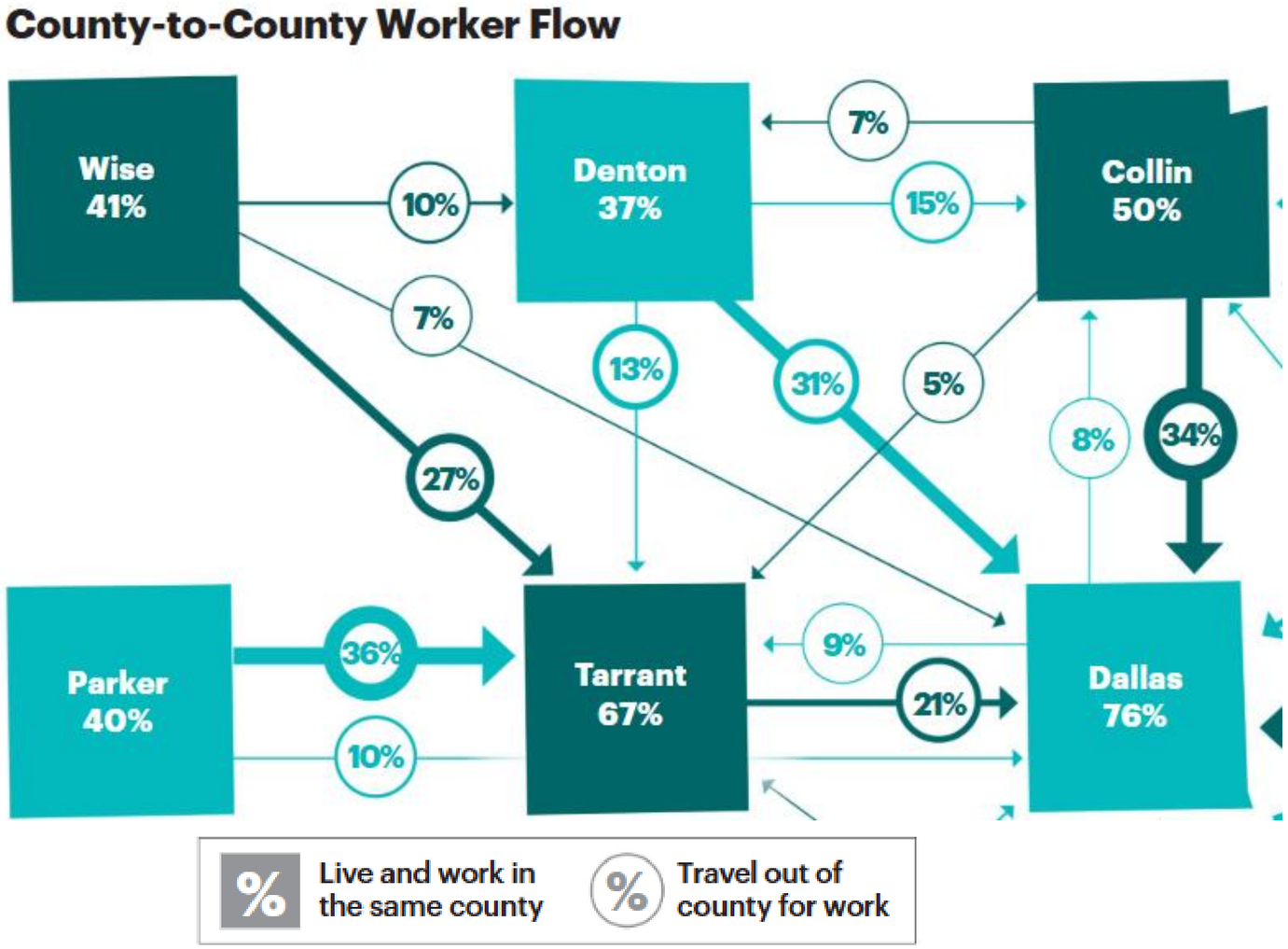
TIRZ 1 REINVESTMENT GRANT

- $387,149 Awarded
- $2.9 million invested

25’ New Businesses

- Plot Twist
- Bindaas
- Eagle Cawffee
- Hemlock Fox
- La Mexicana
- Denton Yarn Works
- Cheech and Chong’s Apothicaria
- Mexican Oak
- Siri Baker’s Eatery
- Market Behind the Square

WORKFORCE OPPORTUNITY



DENTON COUNTY AVERAGE WAGE

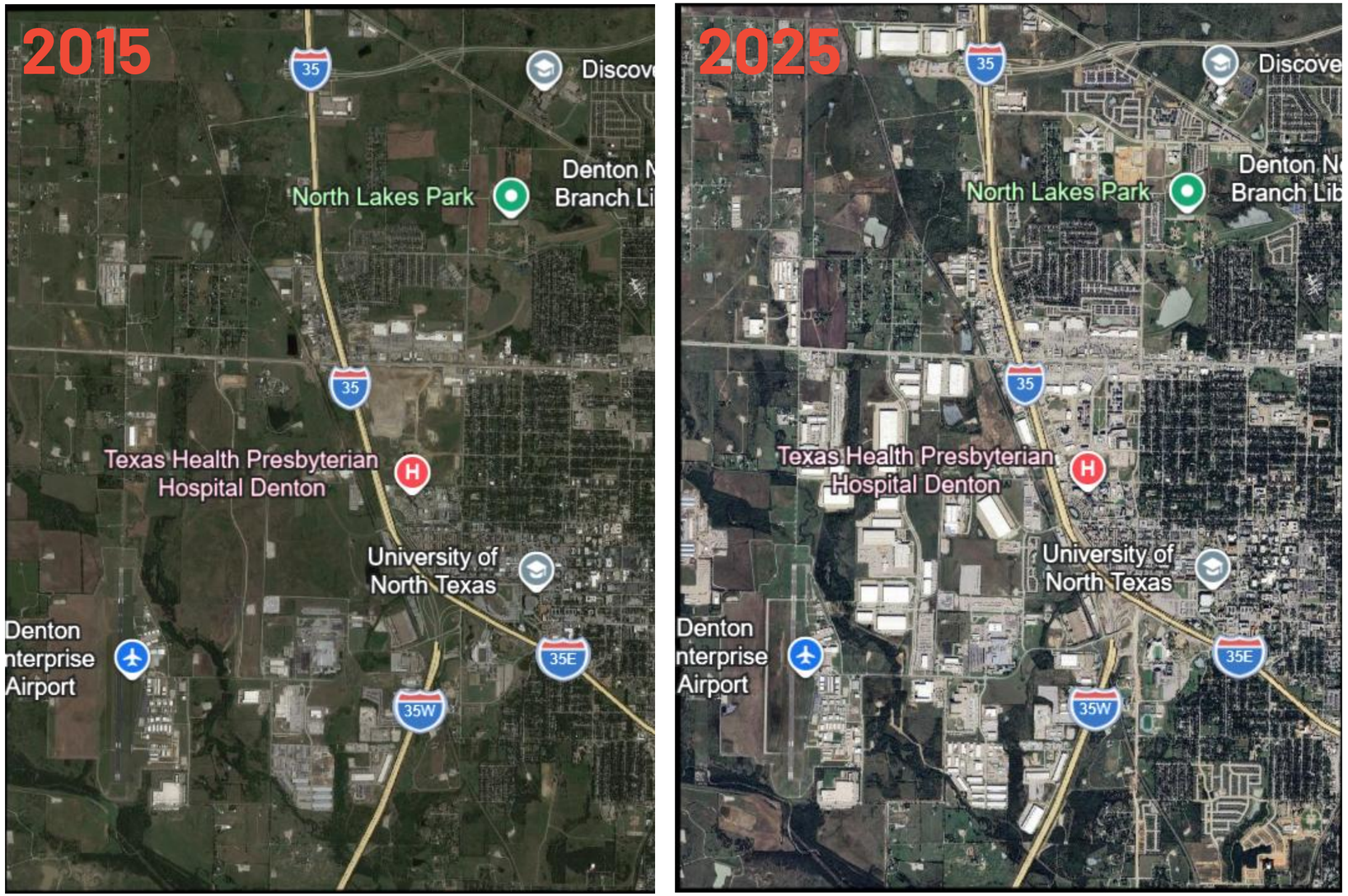
$64,300

DENTON COUNTY INDUSTRY SNAPSHOT

Industry Snapshot (Manufacturing)	Avg Ann Wages	Ann % Growth
Electrical Equipment	$131,398	2.3%
Semiconductor and Other Electronic Component	$127,762	2.9%
Aerospace Product and Parts	$125,675	2.5%
Pharmaceutical and Medicine	$122,231	2.4%
Audio and Video Equipment	$118,122	1.8%
Motor Vehicle	$106,615	2.4%
Engine, Turbine, and Power Transmission Equipment	$100,526	1.6%

Denton County Avg. Wage Source: JobsEQ Q4 2025 Report

MOVING FORWARD



TARGET INDUSTRIES

- Advanced Manufacturing
- Advanced Mobility (Automation, UAS, supply chain & logistics, Tech)
- Aviation and Aerospace
- Life Sciences
- Creative

FUTURE FOCUS

City Council Priorities

- Small Business Support
- Job Creation and Diversification
- Workforce Development/Upskilling

Downtown Boards

- Revise Reinvestment Policy
- Continuing to implement Downtown Master Plan Goals

EDP Advisory Board Retreat Goals (6)

- Workforce Development
- Business Recruitment
- Business Retention and Expansion
- Storytelling
- Customer Service Excellence
- Fostering Relationships

COUNCIL FEEDBACK

Is Council interested in staff preparing program and funding scenarios for the budget workshop If so, is there a prioritization?

1. Recruitment
   - Certified Sites (Catalyst Fund)
   - Increased Storytelling & Marketing

2. Small Business Support
   - New programs
   - Revise workplans with partner agencies

3. Job Creation & Workforce Development/Upskilling
- New programs

QUESTIONS?

City of Denton

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

AGENDA INFORMATION SHEET

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

ACM: **Christine Taylor, Assistant City Manager**

DATE: **July 21, 2026**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2026-27 preliminary utility budgets and rates for Solid Waste, Water, Wastewater, Drainage, Electric and Customer Service.

BACKGROUND

The purpose of this work session is to provide Council with details regarding the utility funds operating budgets. This work session will include a review of prior fiscal year financial performance for each utility, current year-end forecasts, and a preliminary view of the FY 2026-27 budget. The City's budget emphasis continues to be focused on cost containment, financial transparency, long-term maintenance of utility assets, and system reliability.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Presentation

Respectfully submitted:
Aimée Kaslik
Chief Strategic Officer
(940) 349-7899

FY 2026-27 Preliminary Utility Budgets and Rates



Understanding Today's Budget and Preparing for Tomorrow

Aimée Kaslik
Chief Strategic Officer

Agenda

- Budget Development
- Workload and Service Measures
- FY 2026-27 Preliminary Budgets and Rates
  - Solid Waste
  - Water
  - Wastewater
  - Drainage
  - Electric
  - Customer Service
- Next Steps

Fiscal Year 2026-27

FY 2026-27 Budget Development

Annual Planning Calendar

February 2026
Annual Planning Kickoff with Directors and All Staff

April 1, 2026
Department Annual Planning Packets Due

April – June 2026
Department Submission Review Meetings

July 2026
Council and Public Utility Board Updates

July 22, 2026
Certified Appraisal Role Due

August 8, 2026
Council Budget Workshop

September 15, 2026
Budget and Tax Rate Hearing

September 22, 2026
Budget and Tax Rate Adoption

October 1, 2026
Effective Date

Workload and Service Measures

What the Utility Funds Supports

405,333
FY 2024-25 Tonnage Accepted at the Landfill
18% ↑ from FY 2023-24

111,590
FY 2024-25 Weigh Station Transactions
10% ↑ from FY 2023-24

55,375
FY 2024-25 Tons Residential Waste Collected
2% ↑ from FY 2023-24

129,495
FY 2024-25 Tons Commercial Waste Collected
7% ↓ from FY 2023-24

4,451
FY 2024-25 Home Chemical Collection Customers
4% ↑ from FY 2023-24

7,335,373
FY 2024-25 Gallons of Water Billed
3% ↓ from FY 2023-24

614,057
FY 2024-25 Feet of Wastewater Infrastructure Inspected
186% ↓ from FY 2023-24

1,921
FY 2024-25 Manholes Inspected
12% ↓ from FY 2023-24

5,296,969
FY 2024-25 Gallons of Wastewater Billed
1% ↑ from FY 2023-24

15,774
FY 2024-25 Feet of Concrete Channels Cleaned
24% ↑ from FY 2023-24

80,350
FY 2024-25 Utility Customer Accounts
4% ↑ from FY 2023-24

225,111
FY 2024-25 Utility Customer Calls Received
2% ↑ from FY 2023-24

979
FY 2024-25 Miles of Electric Distribution Lines
2% ↑ from FY 2023-24

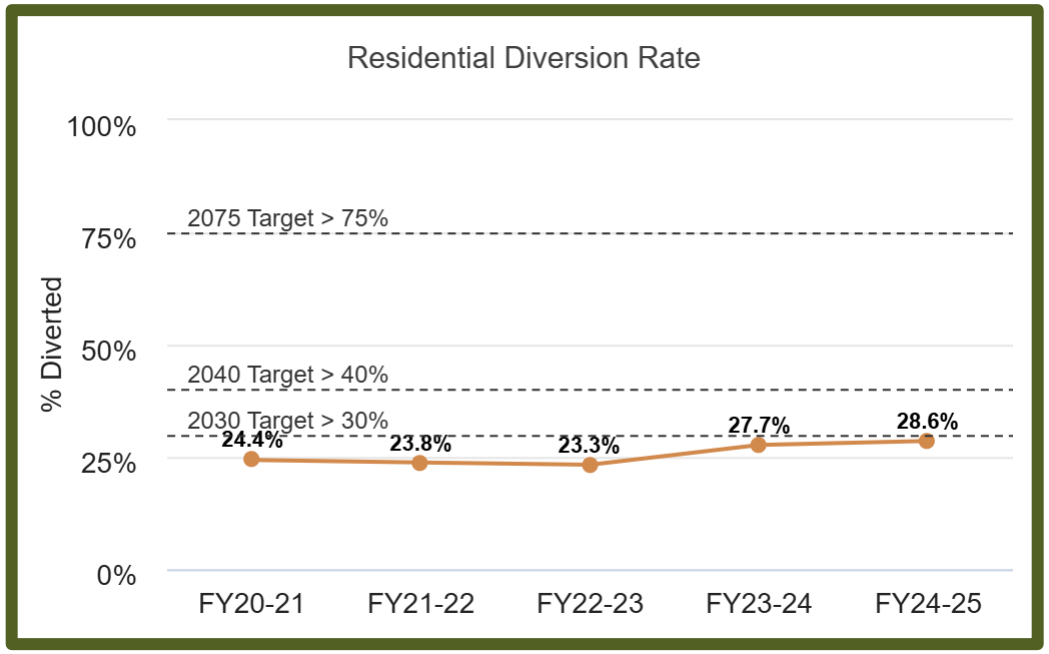
1,677,120
FY 2024-25 MWh of Electricity Sold
On Par with FY 2023-24

1,140
FY 2024-25 Water Valves Exercised
49% ↑ from FY 2023-24

Solid Waste

Overview

- About
  - Solid Waste and Recycling is the exclusive provider of Municipal Solid Waste (MSW) for the City of Denton.
- Financial Assumptions
  - No rate increase
  - TMRS contribution rate of 18.28%, down from 18.6%
  - Includes new revenue in the amount of $1,000,000 for special/recyclable waste fees
- Major Changes in Budget (reductions/additions)
  - Includes supplementals of $731,132
  - Added $1M for the land acquisition



Fiscal Year 2026-27

Proforma

Solid Waste

	2024-25 Actuals	2025-26 Budget	2025-26 EOY Estimate	FY 2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	$ 12,248,136	$ 12,533,781	$ 16,891,720	$ 22,633,800	$ 14,696,706	$ 12,155,965	$ 10,664,473	$ 9,775,525
Resources								
Rate Revenues	$ 37,021,444	$ 38,214,251	$ 39,602,575	$ 38,821,469	$ 41,562,265	$ 44,496,561	$ 47,873,850	$ 50,746,281
Wholesale Agreements	6,315,745	5,521,140	6,775,819	5,111,856	5,111,856	5,111,856	5,111,856	5,111,856
Non-Rate Revenues	3,019,713	1,618,282	2,219,360	3,155,334	4,667,024	5,458,638	7,156,262	7,156,140
Total Revenues	46,356,902	45,353,673	48,597,754	47,088,660	51,341,145	55,067,055	60,141,967	63,014,277
Use of Reserves	-	-	-	7,937,094	2,540,741	1,491,492	888,947	194,329
Total Resources	$ 46,356,902	$ 45,353,673	$ 48,597,754	$ 55,025,754	$ 53,881,886	$ 56,558,547	$ 61,030,914	$ 63,208,606
Expenditures								
Personnel Services	$ 14,009,149	$ 14,210,046	$ 13,141,628	$ 14,018,888	$ 14,860,021	$ 15,751,623	$ 16,696,720	$ 18,199,425
Materials & Supplies	400,186	549,831	491,968	724,196	745,922	768,300	791,349	815,089
Maintenance and Repair	201,336	242,035	268,046	218,559	225,116	231,869	238,825	245,990
Insurance	505,395	664,506	664,506	666,215	686,201	706,787	727,991	749,831
Miscellaneous Expense	26,525	33,085	33,085	38,475	39,629	40,818	42,043	43,304
Operations	7,941,586	8,476,170	7,078,441	9,307,401	9,586,623	9,874,222	10,170,448	10,475,562
Cost of Service Transfers	7,663,471	7,198,011	7,198,011	9,003,492	8,243,597	8,490,905	8,745,632	9,008,001
Fixed Assets	776,071	966,576	966,576	1,524,027	1,569,748	1,616,840	1,665,345	1,715,306
Vehicle Replacement	1,839,910	3,463,000	3,463,000	7,268,000	5,000,000	5,000,000	5,000,000	5,000,000
Closure/Post Closure	752,632	946,819	946,819	1,256,748	1,256,748	1,256,748	1,256,748	1,256,748
Debt Service	5,269,872	6,417,619	6,417,619	8,012,460	8,589,884	9,572,984	12,256,486	12,092,701
Franchise Fees	2,223,501	2,185,975	2,185,975	2,256,161	2,333,706	2,480,421	2,649,285	2,792,907
Supplemental Requests				731,132	744,690	767,031	790,042	813,743
Total Expenditures	41,609,633	45,353,673	42,855,674	55,025,754	53,881,886	56,558,547	61,030,914	63,208,606
Ending Fund Balance	$ 16,995,405	$ 12,533,781	$ 22,633,800	$ 14,696,706	$ 12,155,965	$ 10,664,473	$ 9,775,525	$ 9,581,197
Net Change	$ 4,747,269	$ -	$ 5,742,080	$ (7,937,094)	$ (2,540,741)	$ (1,491,492)	$ (888,947)	$ (194,329)
Revenue Sufficiency Requirement	0.0%	0.0%	0.0%	0.0%	1.0%	1.0%	1.5%	0.0%
Target Reserves								
Wrking Cptl - 8% / Op Reserve Target - 6%	$ 5,825,349	$ 6,349,514	$ 5,999,794	$ 7,703,606	$ 7,543,464	$ 7,918,197	$ 8,544,328	$ 8,849,205
Wrking Cptl - 8% / Op Reserve Target - 10%	$ 7,489,734	$ 8,163,661	$ 7,714,021	$ 9,904,636	$ 9,698,739	$ 10,180,538	$ 10,985,565	$ 11,377,549
Ending Fund Balance Target Met	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Solid Waste

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Structural	$ -	$ 500	$ -	$ 500	$ 4,500	$ 5,500
Building Construction	1,400	-	27,100	-	-	28,500
Vehicles	11,133	5,871	5,400	3,635	-	26,039
TOTAL	**$ 12,533**	**$ 6,371**	**$ 32,500**	**$ 4,135**	**$ 4,500**	**$ 60,039**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$5,265	$6,050	$31,000	$4,135	$4,500	$50,950
Revenue Funded	7,268	5,000	5,000	5,000	5,000	27,268
TOTAL	**$12,533**	**$11,050**	**$36,000**	**$9,135**	**$9,500**	**$78,218**

Water

Overview

- About
  - The Water Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's water utility system. It is entirely self-supported through user charges.
- Financial Assumptions
  - 3% overall rate increase
  - TMRS contribution rate of 18.28%, down from 18.6%
  - WIFIA federal funding approved and received in FY27
- Major Changes in Budget (reductions/additions)
  - Implementation of SCADA system

Fiscal Year 2026-27

Water

Proforma

	2024-25 ACTUALS	2025-26 BUDGET	2025-26 EOY ESTIMATE	2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 43,229,553**	**$ 43,886,171**	**$ 50,070,761**	**$ 47,099,711**	**$ 44,183,094**	**$ 37,187,512**	**$ 29,606,365**	**$ 29,217,611**
Rate Revenues	$ 45,527,340	$ 53,841,143	$ 50,972,882	$ 55,891,682	$ 61,526,268	$ 67,734,286	$ 73,885,872	$ 80,600,205
Non-rate Revenues	1,340,503	1,277,072	1,302,087	1,315,006	1,377,901	1,444,499	1,504,358	1,567,433
Interfund Transfers	3,803,921	2,944,874	2,944,874	3,231,687	3,328,638	3,428,497	3,531,352	3,637,292
Interest Income	1,537,620	1,104,267	1,602,514	1,137,395	1,171,517	1,206,662	1,242,862	1,280,148
Total Revenue	**$ 52,209,384**	**$ 59,167,356**	**$ 56,822,357**	**$ 61,575,770**	**$ 67,404,323**	**$ 73,813,945**	**$ 80,164,444**	**$ 87,085,079**
Purchased Power	$ 2,205,082	$ 2,212,016	$ 2,221,739	$ 2,463,126	$ 2,537,020	$ 2,613,130	$ 2,691,524	$ 2,772,270
Purchased Water	1,685	2,060	2,060	3,000	3,090	3,183	3,278	3,377
Personnel Services	11,167,287	13,616,587	11,178,984	13,201,963	13,598,022	14,005,963	14,426,141	14,858,926
Materials and Supplies	3,463,890	4,763,232	3,851,286	4,922,912	5,066,895	5,218,902	5,375,469	5,536,733
Maintenance and Repair	2,268,891	2,874,640	3,058,694	2,970,990	3,060,120	3,151,923	3,246,481	3,343,875
Insurance	377,004	495,690	495,690	496,962	511,871	527,227	543,044	559,335
Administrative Cost	3,947,981	4,761,342	4,414,563	4,927,637	5,229,733	5,757,414	6,280,299	6,851,017
Miscellaneous Expense	28,803	55,288	30,288	30,393	30,515	30,640	30,769	30,903
Operations	2,762,600	4,265,231	3,743,996	4,922,864	5,070,550	5,222,666	5,379,346	5,540,727
Debt Service Transfers	15,127,402	18,537,125	19,829,799	21,753,823	29,814,152	35,116,016	32,550,628	32,952,850
Capital Transfers	-	1,332,500	1,082,500	58,000	475,000	475,000	475,000	475,000
Interfund Transfers	10,607,246	9,883,809	9,883,809	8,740,717	9,002,939	9,273,027	9,551,217	9,837,754
Total Expenditures	**$ 51,957,872**	**$ 62,799,520**	**$ 59,793,407**	**$ 64,492,387**	**$ 74,399,905**	**$ 81,395,091**	**$ 80,553,198**	**$ 82,762,767**
Ending Fund Balance	**$ 43,481,066**	**$ 40,254,007**	**$ 47,099,711**	**$ 44,183,094**	**$ 37,187,512**	**$ 29,606,365**	**$ 29,217,611**	**$ 33,539,923**
Change in Fund Balance (Use of Reserves)	**$ 251,513**	**$ (3,632,164)**	**$ (2,971,050)**	**$ (2,916,617)**	**$ (6,995,582)**	**$ (7,581,146)**	**$ (388,754)**	**$ 4,322,312**
Rate Increases				3.0%	6.0%	6.0%	5.0%	5.0%
Working Capital (8%) & Op Reserves (>25%)	**$ 17,146,098**	**$ 20,723,842**	**$ 19,731,824**	**$ 21,282,488**	**$ 24,551,969**	**$ 26,860,380**	**$ 26,582,555**	**$ 27,311,713**
Working Capital (8%) & Op Reserves (>42%)	**$ 25,978,936**	**$ 31,399,760**	**$ 29,896,704**	**$ 32,246,194**	**$ 37,199,953**	**$ 40,697,546**	**$ 40,276,599**	**$ 41,381,384**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Use of Impact Fees		**$ 1,732,674**	**$ 1,732,674**	**$ 4,500,000**	**$ 3,500,000**	**$ 5,500,000**	**$ 16,300,000**	**$ 20,000,000**
Debt Service Coverage Ratio (DSCR)	1.28	1.13	1.13	1.10	0.96	0.96	1.20	1.35

Water

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Plant Improvements	$69,154	$134,366	$122,528	$100,648	$52,512	$479,207
Booster Stations	43	128	-	-	-	171
Facility Improvements	-	6,000	6,000	4,000	-	16,000
Transmission Lines	6,225	14,148	42,450	39,424	31,431	133,678
Taps, Fire Hydrants, & Meters	9,276	1,641	1,659	1,675	1,065	15,315
Replace Lines	20,003	14,265	18,626	22,175	1,000	76,069
Field Service Replacements	500	500	500	500	500	2,500
Oversize Lines	2,672	4,240	5,583	3,135	1,568	17,198
Vehicle Replacements	58	475	475	475	475	1,958
TOTAL	**$107,930**	**$175,762**	**$197,822**	**$172,032**	**$88,551**	**$742,097**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$107,872	$175,287	$197,347	$171,557	$88,076	$740,139
Revenue Funded	58	475	475	475	475	1,958
TOTAL	**$107,930**	**$175,762**	**$197,822**	**$172,032**	**$88,551**	**$742,097**

Wastewater

Overview

- About
  - The Wastewater Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's wastewater utility systems. It is entirely self-supported through user charges.
- Financial Assumptions
  - 9% overall rate increase
  - TMRS contribution rate of 18.28%, down from 18.6%
  - WIFIA federal funding approved and received in FY27
  - TWDB Clean Water state funding approved and received in FY27

Fiscal Year 2026-27

Wastewater

Proforma

	2024-25 Actuals	2025-26 Budget	2025-26 EOY Estimate	FY 2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$16,185,182**	**$ 16,810,056**	**$ 18,024,248**	**$ 19,662,314**	**$ 19,071,656**	**$ 18,538,539**	**$ 20,464,307**	**$ 22,523,571**
Residential Sales	$16,870,524	$ 19,270,544	$ 19,182,489	$ 22,449,600	$ 24,972,935	$ 27,522,672	$ 29,765,769	$ 32,191,680
Commercial Sales	17,685,372	20,933,470	19,745,783	24,490,668	27,243,419	30,024,972	32,472,007	35,118,476
Non-rate Revenues	3,751,273	3,889,009	3,854,832	3,914,529	4,031,965	4,148,202	4,267,926	4,391,241
Interest Income	635,739	470,942	581,063	423,848	436,563	449,660	463,150	477,045
Interfund Transfers	507,000	-	-	-	-	-	-	-
Total Revenue	**$39,449,908**	**$ 44,563,965**	**$ 43,364,167**	**$ 51,278,645**	**$ 56,684,882**	**$ 62,145,506**	**$ 66,968,853**	**$ 72,178,441**
Purchased Power	$ 1,387,680	$ 1,236,000	$ 1,426,934	$ 1,466,189	$ 1,510,175	$ 1,555,480	$ 1,602,144	$ 1,650,209
Fuel	26,189	35,000	30,547	35,266	36,324	37,414	38,536	39,692
Personnel Services	6,588,213	8,479,393	6,639,614	8,250,016	8,497,516	8,752,442	9,015,015	9,285,466
Materials and Supplies	2,102,654	2,624,461	2,064,782	2,178,386	2,243,738	2,311,050	2,380,381	2,451,793
Maintenance and Repair	2,045,814	2,293,205	2,111,538	2,049,108	2,110,581	2,173,899	2,239,116	2,306,289
Insurance	282,206	371,051	371,051	373,105	384,298	395,827	407,702	419,933
Administrative Cost	3,145,290	3,514,468	3,512,964	4,202,884	4,438,390	4,891,550	5,290,211	5,721,363
Miscellaneous Expense	3,035	4,238	4,238	3,940	4,018	4,099	4,182	4,267
Operations	1,525,697	2,237,929	2,163,350	2,356,173	2,426,858	2,499,664	2,574,654	2,651,893
Debt Service Transfers	9,785,288	9,663,658	9,663,658	16,528,930	20,142,403	21,801,527	25,176,579	29,196,390
Capital Transfers	-	2,830,000	2,830,000	2,198,414	2,830,000	2,830,000	2,830,000	2,830,000
Interfund Transfers	10,530,816	10,896,951	10,907,425	12,226,892	12,593,698	12,966,787	13,351,069	13,746,878
Total Expenditures	**$37,422,883**	**$ 44,186,354**	**$ 41,726,101**	**$ 51,869,303**	**$ 57,218,000**	**$ 60,219,738**	**$ 64,909,589**	**$ 70,304,174**
Ending Fund Balance	**$18,212,207**	**$ 17,187,667**	**$ 19,662,314**	**$ 19,071,656**	**$ 18,538,539**	**$ 20,464,307**	**$ 22,523,571**	**$ 24,397,838**
Change in Fund Balance (Use of Reserves)	**$ 2,027,025**	**$ 377,611**	**$ 1,638,066**	**$ (590,658)**	**$ (533,118)**	**$ 1,925,768**	**$ 2,059,264**	**$ 1,874,268**
Rate Increases				9.0%	8.0%	7.0%	5.0%	5.0%
Working Capital (8%) & Op Reserves (>20%)	**$10,478,407**	**$ 12,372,179**	**$ 11,683,308**	**$ 14,523,405**	**$ 16,021,040**	**$ 16,861,527**	**$ 18,174,685**	**$ 19,685,169**
Working Capital (8%) & Op Reserves (>31%)	**$14,594,924**	**$ 17,232,678**	**$ 16,273,180**	**$ 20,229,028**	**$ 22,315,020**	**$ 23,485,698**	**$ 25,314,740**	**$ 27,418,628**
Ending Fund Balance Minimum Target Met	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
Use of Impact Fees		**$ 8,858,946**	**$ 8,858,946**	**$ 11,300,000**	**$ 15,500,000**	**$ 22,000,000**	**$ 28,000,000**	**$ 31,000,000**
Debt Service Coverage Ratio (DSCR)	1.53	1.70	1.83	1.35	1.33	1.44	1.40	1.36

Wastewater

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Plant Improvements	$95,221	$216,776	$302,172	$261,726	$147,893	$1,023,789
Replace Lines	28,457	11,357	11,077	7,436	13,205	71,531
Lift station Improvements	15,299	14,245	-	-	-	29,544
Collection System Upgrade	1,733	-	-	3,111	-	4,844
Oversize Lines	2,840	1,690	1,000	1,000	1,000	7,530
Taps, Fire Hydrants, & Meters	255	260	265	270	275	1,325
Miscellaneous	1,345	6,806	6,205	2,705	344	17,406
Vehicle Replacements	2,198	2,830	2,830	2,830	2,830	13,518
TOTAL	**$147,349**	**$253,963**	**$323,550**	**$279,079**	**$165,547**	**$1,169,487**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$143,805	$249,827	$320,014	$275,543	$162,373	$1,151,563
Revenue Funded	3,544	4,136	3,535	3,535	3,174	17,925
TOTAL	**$147,349**	**$253,963**	**$323,550**	**$279,079**	**$165,547**	**$1,169,487**

Drainage

Overview

- About
  - The Drainage Fund is an enterprise fund that is used for the acquisition, operation, and maintenance of the City's drainage utility systems. It is entirely self-supported through user charges.
- Financial Assumptions
  - 5% overall rate increase
  - TMRS contribution rate of 18.28%, down from 18.6%
- Major Changes in Budget (reductions/additions)
  - Watershed HBU moved from Drainage to Environmental Services

Proforma

Drainage

	2024-25 ACTUALS	2025-26 BUDGET	2025-26 EOY ESTIMATE	2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 2,312,617**	**$ 2,312,617**	**$ 2,312,617**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**
Residential Fees	$ 2,222,484	$ 2,365,364	$ 2,374,821	$ 2,535,005	$ 2,741,608	$ 2,965,049	$ 3,206,700	$ 3,468,047
Nonresidential Fees	3,194,678	3,169,207	3,554,207	3,371,090	3,645,834	3,942,969	4,264,321	4,611,863
Watershed Inspection Fee	13,960	18,370	14,885	-	-	-	-	-
Investment Income	-	-	21,475	9,574	9,861	10,157	10,462	10,776
General Fund Transfer	389,511	309,666	309,666	-	-	-	-	-
Total Revenue	**$ 5,820,633**	**$ 5,862,607**	**$ 6,275,055**	**$ 5,915,669**	**$ 6,397,303**	**$ 6,918,175**	**$ 7,481,483**	**$ 8,090,686**
Personnel Services	$ 2,579,921	$ 2,797,128	$ 2,309,037	$ 1,971,208	$ 1,817,857	$ 1,872,393	$ 1,928,565	$ 1,986,422
Materials and Supplies	76,097	94,295	89,965	101,058	104,090	107,212	110,429	113,742
Maintenance and Repair	186,080	381,157	309,747	217,300	223,819	230,534	237,450	244,573
Insurance	53,959	70,940	70,940	45,975	47,354	48,775	50,238	51,745
Miscellaneous Expense	1,812	6,275	6,275	595	613	631	650	670
Operations	463,937	838,863	730,832	779,961	803,360	827,461	852,284	877,853
Capital Transfers	1,935,665	1,834,157	2,918,468	403,639	932,399	1,289,323	1,683,767	2,119,037
Interfund Transfers	523,162	1,152,409	1,152,409	2,395,933	2,467,811	2,541,845	2,618,101	2,696,644
Total Expenditures	**$ 5,820,633**	**$ 7,175,224**	**$ 7,587,672**	**$ 5,915,669**	**$ 6,397,303**	**$ 6,918,175**	**$ 7,481,483**	**$ 8,090,686**
Ending Fund Balance	**$ 2,312,617**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**
Change in Fund Balance (Use of Reserves)	**$ -**	**$ (1,312,617)**	**$ (1,312,617)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Rate Increases				5.0%	5.0%	5.0%	5.0%	5.0%

Drainage

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Elm & Locust Phase 2	$-	$6,000	$2,000	$-	$ -	$8,000
Westgate Dr Phase 2	-	2,717	-	-	-	2,717
Ryan Road	-	560	1,959	280	-	2,799
Bonnie Brae 4B	-	-	5,000	-	-	5,000
Longridge Street	-	2,000	-	-	-	2,000
Oaktree Drainage Phase 1	-	-	3,000	-	-	3,000
Oaktree Drainage Phase 2	-	-	-	-	3,000	3,000
Infrastructure Repair	500	500	500	500	500	2,500
Weather Station and Flood Monitoring	-	150	-	-	-	150
Storm Sewer Repair Bundles	3,500	5,644	-	-	6,000	15,144
Mingo Road Bridge	-	-	750	14,850	-	15,600
Panhandle	-	500	5,000	-	-	5,500
1700 Audra Channel	-	-	-	25	200	225
TOTAL	**$4,000**	**$18,071**	**$18,209**	**$15,655**	**$9,700**	**$65,635**

Electric

Overview

- About
  - The Electric Fund is an enterprise fund for Denton Municipal Electric's (DME) operations, maintenance, and debt service to provide electric utility services in the City of Denton.
- Financial Assumptions
  - 3% base rate increase (effectively 1.5% increase)
  - TMRS contribution rate of 18.28%, down from 18.6%
  - Energy Cost Adjustment (ECA) and Transmission Cost Recovery Factor (TCRF) are pass through charges reviewed and adjusted quarterly.
- Major Changes in Budget
  - Overall reduction of 2.8% in expenditures.
  - Creation of new Electric Planning & Inspections Division
    - Existing personnel and resources will be moved under the new Home Business Unit (HBU) to align position responsibilities with funding used to perform those operations.

Fiscal Year 2026-27

Proforma

Electric

	2024-25 ACTUALS	2025-26 MOD BUDGET	2025-26 EOY ESTIMATE	2026-27 PRELIMINARY	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 123,467,546**	**$ 110,368,104**	**$ 148,716,335**	**$ 146,330,784**	**$ 162,500,517**	**$ 193,244,613**	**$ 236,407,533**	**$ 281,461,038**
Rate Revenues								
Base Rate Revenue	$ 112,237,946	$ 139,864,728	$ 113,476,209	$ 147,327,947	$ 169,361,607	$ 181,206,647	$ 190,068,757	$ 198,048,617
TCRF Revenue	27,250,700	51,111,143	27,951,071	41,054,643	57,094,804	65,957,675	67,511,977	68,862,216
ECA Revenue	57,176,711	233,486,207	90,966,474	238,309,435	287,602,895	291,681,934	331,750,425	358,619,623
Non-rate Revenue	48,527,649	36,478,497	36,345,823	34,521,816	34,493,625	35,494,587	36,525,578	37,587,499
DEC Revenue	21,990,498	65,690,445	41,804,028	53,687,558	60,572,211	66,347,342	65,004,041	71,601,559
Total Revenue	**$ 267,183,504**	**$ 526,631,020**	**$ 310,543,605**	**$ 514,901,400**	**$ 609,125,142**	**$ 640,688,184**	**$ 690,860,779**	**$ 734,719,514**
Purchased Power	$ 77,860,647	$ 287,689,067	$ 125,635,504	$ 278,774,040	$ 331,871,891	$ 341,396,418	$ 378,340,355	$ 410,542,105
Transmission of Power	28,106,539	45,695,176	27,464,934	36,646,961	51,090,773	59,068,422	60,461,636	61,670,868
Personnel Services	24,496,835	29,473,911	24,893,119	29,681,678	30,721,251	31,792,011	32,894,894	34,030,864
Materials & Supplies	1,902,691	2,584,103	2,147,354	2,430,982	2,503,911	2,579,029	2,656,400	2,736,092
Maintenance & Repair	1,755,342	1,708,161	1,750,651	1,871,082	1,927,214	1,985,031	2,044,582	2,105,919
Insurance	1,779,695	2,081,278	2,081,277	2,109,795	2,173,089	2,238,282	2,305,430	2,374,593
Administrative Cost	22,889,347	34,480,289	24,251,650	34,737,152	40,911,663	43,045,429	46,309,601	49,210,398
Miscellaneous	1,348,599	1,031,615	1,466,876	1,524,615	1,569,603	1,615,942	1,663,670	1,712,830
Operations	8,158,662	12,009,467	9,838,853	13,786,033	14,192,018	14,610,183	15,040,892	15,484,523
Debt Service Transfers	75,129,629	71,913,275	72,483,048	75,163,503	78,558,632	75,728,356	80,034,666	83,654,095
Interfund Transfers	18,209,263	19,340,890	19,340,890	18,505,826	19,061,001	19,632,831	20,221,815	20,828,470
Transfers to Capital Projects	2,178,517	1,575,000	1,575,000	3,500,000	3,800,000	3,833,333	3,833,333	3,833,333
Total Expenditures	**$ 263,815,765**	**$ 509,582,232**	**$ 312,929,156**	**$ 498,731,666**	**$ 578,381,046**	**$ 597,525,265**	**$ 645,807,274**	**$ 688,184,088**
Ending Fund Balance	**$ 126,835,286**	**$ 127,416,892**	**$ 146,330,784**	**$ 162,500,517**	**$ 193,244,613**	**$ 236,407,533**	**$ 281,461,038**	**$ 327,996,465**
Change in Fund Balance (Use of Reserves)	**$ 3,367,740**	**$ 17,048,788**	**$ (2,385,551)**	**$ 16,169,733**	**$ 30,744,096**	**$ 43,162,920**	**$ 45,053,505**	**$ 46,535,427**
Base Rate increases				3.0%	7.0%	7.0%	4.0%	3.0%
Working Capital (8%) & Op Reserves (>38%)	**$ 121,355,252**	**$ 234,407,827**	**$ 143,947,412**	**$ 229,416,567**	**$ 266,055,281**	**$ 274,861,622**	**$ 297,071,346**	**$ 316,564,680**
Working Capital (8%) & Op Reserves (>61%)	**$ 182,032,878**	**$ 351,611,740**	**$ 215,921,117**	**$ 344,124,850**	**$ 399,082,922**	**$ 412,292,433**	**$ 445,607,019**	**$ 474,847,020**
Ending Fund Balance Minimum Target Met	**YES**	**NO**	**YES**	**NO**	**NO**	**NO**	**NO**	**YES**
Debt Service Coverage Ratio (DSCR)	1.38	1.74	1.32	1.72	1.96	2.19	2.19	2.19

Fiscal Year 2026-27

Electric

5-Year Capital Improvement Program

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Distribution Substations	$7,250	$3,850	$5,200	$4,600	$350	$21,250
Distribution Transformers	17,000	12,000	12,000	12,000	12,000	65,000
DME - Production Plant	-	7,900	833	7,433	4,833	21,000
Electric - Relocations	5,500	5,500	1,500	1,500	1,500	15,500
Feeder Extensions & improvements	12,875	12,210	10,146	10,434	9,424	55,089
Metering Operations	1,940	1,931	20,853	20,833	864	46,421
New Residential & Commercial	9,450	9,553	9,670	9,789	9,908	48,369
Power Factor Improvement	250	200	200	200	200	1,050
Street Lighting	695	695	495	495	295	2,675
Technology - Software/Hardware	2,400	1,700	2,750	4,750	1,250	12,850
Transmission Lines	1,020	2,300	13,750	15,590	13,900	46,560
Transmission Substations	4,610	3,580	7,780	7,530	1,330	24,830
Vehicles	3,000	3,000	3,000	3,000	3,000	15,000
Building Construction	2,000	-	-	-	-	2,000
TOTAL	**$67,990**	**$64,418**	**$88,178**	**$98,154**	**$58,854**	**$377,595**

Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt	$59,490	$55,618	$81,595	$79,481	$39,671	$315,855
Revenue	3,500	3,800	3,833	3,833	3,833	18,800
Cost Participation	5,000	5,000	2,750	14,840	15,350	42,940
TOTAL	**$67,990**	**$64,418**	**$88,178**	**$98,154**	**$58,854**	**$377,595**

Customer Service

Overview

- About
  - Provides utility billing support and processing
  - Operates Denton 311, a user friendly 24/7 connection to City services to efficiently report concerns and request response by City departments
- Major Changes in Budget
  - A credit card processing fee will be implemented October 1, 2026.
    - Percentage for all online payments for all residential and commercial customer.
    - Implementing the fee results substantial savings.

Fiscal Year 2026-27

Proforma

Customer Service

	2024-25 ACTUALS	2025-26 BUDGET	2025-26 EOY ESTIMATE	FY 2026-27 Preliminary	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected	FY 2030-31 Projected
Beginning Fund Balance	**$ 550,280**	**$ 439,317**	**$ 613,892**	**$ 771,866**	**$ 771,866**	**$ 771,866**	**$ 771,866**	**$ 771,866**
Other Revenue	$ 572,680	$ 397,198	$ 552,172	$ 484,496	$ 494,123	$ 508,990	$ 519,106	$ 534,783
Cost of Service - General Fund	763,742	749,409	749,409	358,652	369,412	380,494	391,909	403,666
Cost of Service - Electric	4,557,711	5,551,134	5,551,134	4,448,638	4,582,097	4,719,560	4,861,147	5,006,981
Cost of Service - Water	1,516,916	1,793,762	1,793,762	1,317,274	1,356,792	1,397,496	1,439,421	1,482,603
Cost of Service - Wastewater	1,693,106	1,202,726	1,202,726	1,143,152	1,177,447	1,212,770	1,249,153	1,286,628
Cost of Service - Drainage	-	533,653	533,653	498,709	513,670	529,080	544,953	561,301
Cost of Service - Solid Waste	1,905,484	1,519,476	1,519,476	1,678,768	1,729,131	1,781,005	1,834,435	1,889,468
Cost of Service - Streets	69,525	92,960	92,960	-	-	-	-	-
Cost of Service - Airport	9,131	12,621	12,621	7,574	7,801	8,035	8,276	8,525
Cost of Service - Fleet Svcs	6,002	8,035	8,035	3,782	3,895	4,012	4,133	4,257
Cost of Service - Tech Svcs	-	1,146	1,146	946	974	1,004	1,034	1,065
Cost of Service - Engineering	5,648	11,478	11,478	5,678	5,848	6,024	6,205	6,391
Total Revenue	**$ 11,099,945**	**$ 11,873,598**	**$ 12,028,572**	**$ 9,947,669**	**$ 10,241,192**	**$ 10,548,470**	**$ 10,859,770**	**$ 11,185,667**
Personnel Services	$ 5,414,047	$ 5,950,996	$ 5,950,996	$ 6,214,778	$ 6,401,221	$ 6,593,258	$ 6,791,056	$ 6,994,787
Materials & Supplies	461,343	408,995	408,995	416,130	428,614	441,472	454,716	468,358
Insurance	82,401	108,340	108,340	108,938	112,206	115,572	119,039	122,611
Miscellaneous	-	2,310	2,310	4,270	4,398	4,530	4,666	4,806
Operations	3,302,376	3,502,964	3,502,964	1,811,373	1,865,714	1,921,686	1,979,336	2,038,716
Transfers	1,697,641	1,819,818	1,819,818	1,311,930	1,351,288	1,391,827	1,433,581	1,476,589
Debt Service Transfers	78,525	77,175	77,175	80,250	77,750	80,125	77,375	79,800
Total Expenditures	**$ 11,036,333**	**$ 11,870,598**	**$ 11,870,598**	**$ 9,947,669**	**$ 10,241,192**	**$ 10,548,470**	**$ 10,859,770**	**$ 11,185,667**
Ending Fund Balance	**$ 613,892**	**$ 442,317**	**$ 771,866**	**$ 771,866**	**$ 771,866**	**$ 771,866**	**$ 771,866**	**$ 771,866**
Change in Fund Balance	$ 63,612	$ 3,000	$ 157,974	$ -	$ -	$ -	$ -	$ -

Preliminary Utility Rate Summary

	Total Bill - Residential		
	FY26	FY27	Difference
Solid Waste	$ 25.42	$ 25.42	$ -
Electric	140.00	142.36	2.36
Water	52.87	54.47	1.60
Wastewater	46.18	50.35	4.17
Drainage	3.35	3.52	0.17
Total	**$ 267.82**	**$ 276.12**	**$ 8.30**

	Total Bill - Commercial		
	FY26	FY27	Difference
Solid Waste	$ 33.75	$ 33.75	$ -
Electric	182.33	185.70	3.37
Water	65.13	67.10	1.97
Wastewater	76.03	82.89	6.86
Drainage	2.79	2.93	0.14
Total	**$ 360.03**	**$ 372.37**	**$ 12.34**

- Based on Average monthly bill of:
  - Solid Waste – 1 Cart
  - Electric – 1000 kWh for Residential and 1101 kWh for Commercial
  - Water - 9,000 gallons
  - Wastewater - 6,000 gallons
  - Drainage – 1,500 gallons

Historical Utility Rate Summary

Utility	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
Solid Waste	-5.00%	-	-	-	1.50%	-	-
Water	-2.00%	-	-	-	3.00%	3.00%	3.00%
Wastewater	-	-	-	11.00%	11.00%	11.00%	9.00%
Drainage	-	-	-	-	-	-	5.00%
Electric	-	-	-	3.00%	1.50%	-	3.00%

FY 2026-27 Budget Development

Next Steps

- August 4: Capital Projects
- August 8: Budget Workshop
- August 18: Budget Workshop Follow-Up
- September 15: Budget and Tax Rate Hearing
- September 22: Budget and Tax Rate Adoption

Questions?



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Manager's Office

CM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Receive a report, hold a discussion, and give staff direction on pending City Council requests for:

1) Boards and commissions nominations, vacancies, and absence policy
2) Mental health training for police officers
3) Creation of a Citizens' Committee of Art and Culture

[Estimated Presentation/Discussion Time: 30 minutes]

BACKGROUND

The following items will be discussed during this work session:

1) Boards and commissions nominations, vacancies, and absence policy

a. **Requestor:** Mayor Pro Tem Stevens

b. **Council Member Request:** I am requesting an ISR and work session discussion on boards and commissions nominations, vacancies, and absence policy. I would like for us to consider a change in policy for what occurs when a vacancy exists for a 6+ month period of time, as well. Priority Level: Low/Medium

c. **Date Requested:** July 12, 2026

d. **Format for Response:** Informal Staff Report

2) Mental health training for police officers

a. **Requestor:** Council Member Ferrie

b. **Council Member Request:** I would like to submit a 2-minute pitch discussing opportunities and avenues for increased mental health training for our police officers. This is a high priority for me, and I look forward to presenting this at the July 21st work session to City Council and staff.

c. **Date Requested:** July 13, 2026

d. **Format for Response:** Informal Staff Report

3) Creation of a Citizens' Committee of Art and Culture

a. **Requestor:** Mayor Watts

b. **Council Member Request:** I am submitting this two minute pitch for the creation of a Citizens' Committee of Art and Culture to provide recommendations and guidance to City Council to advance the arts and culture in our community. I am not proposing this be a City Council committee, but an ad hoc citizen led committee.

c. **Date Requested:** July 13, 2026

d. **Format for Response:** Informal Staff Report

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance No. 24-1725
Exhibit 3 – Presentation

Respectfully Submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

ORDINANCE NO. 24-1725

AN ORDINANCE OF THE CITY OF DENTON AMENDING CHAPTER 2, ARTICLE II, SECTION 2-30 OF THE CODE OF THE CITY OF DENTON (CITY COUNCIL REQUESTS FOR INFORMATION OR AGENDA ITEMS), TO PROVIDE FOR A REVISED POLICY MAKING PROCESS THAT PROVIDES BETTER INFORMATION, INCREASED COMMUNITY ENGAGEMENT, ELEVATED INVOLVEMENT OF BOARDS AND COMMISSIONS, AND BUDGET ALIGNMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 27, 2019 by Ordinance No. 19-2026, the City Council adopted Section 2-30 of the City of Denton Code of Ordinances to provide procedures to ensure there is a consensus of the City Council regarding the use of staff time when responding to requests from elected officials; and

WHEREAS, on September 28, 2021 by Ordinance No. 21-1837 the City Council amended the City Council request procedures to increase the time for the requesting councilmember to speak from one minute to two minutes and change the section title to more accurately reflect the response types may include agenda items; and

WHEREAS, on July 25, 2023, by Ordinance No. 23-1431, the City Council amended the City Council request procedures to require a 3/4 supermajority consensus to have a request go directly to a resolution or ordinance on a future City Council agenda; and

WHEREAS, on September 17, 2024, by Ordinance No. 24-1725 the City Council now desires to amend the City Council request procedures to provide for a revised policy making process that provides better information, increased community engagement, elevated involvement of boards and commissions, and budget alignment; 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 to the body of this Ordinance as if fully set forth herein.

SECTION 2. Chapter 2, Article II, Section 2-30 of the City of Denton Code of Ordinances, entitled "City Council Requests for Information or Agenda Items," is hereby amended in its entirety to now read as follows:

Chapter 2 - ADMINISTRATION

ARTICLE II. – ADMINISTRATIVE ORGANIZATION

Sec. 2-30. - City Council Requests for Information or Agenda Items.

(a) Definitions.

(1) For purposes of Section 2-30 the following definitions apply:

a. "Request for Information" – Requests made by a member of the City Council to seek clarification on Board, Commission, Committee or City Council agenda items; address perceived service issues, infrastructure maintenance, or construction concerns caused by or impacting City operations and/or the quality of life for Denton residents; and requests for policy-related research to evaluate policies implemented by other agencies and/or assess the impact a new policy or potential program may have if implemented by the City of Denton.

b. "City Staff" – Includes employees of the City of Denton consisting of, or reporting to, the City Manager or the City Attorney.

(b) City Council Requests for Information from City Staff.

(1) All City Council requests for information from City Staff, must be submitted to the City Manager's Office via email and include at a minimum, the following details:

a. Request Type;
b. Purpose;
c. Time Sensitivity; and
d. Preferred Response Format.

(2) The City Manager's Office and/or the City Attorney's Office will estimate the amount of time required to respond to each request.

(3) Requests estimated to take more than a total of two hours to complete will be brought forward within the next 30 calendar days, to a City Council work session to seek consensus from the full City Council regarding the use of City Staff time to fulfill the request. Requests for information referred to a work session will follow the procedures provided in sub-section (b) of Section 2-30.

(c) City Council Requests for Information Referred to a Work Session.

(1) A standing work session item will be added to each City Council agenda for City Council requests to be considered.

a. The requesting Council Member will be required to provide a clear, written explanation describing the reason for the information requested. This description will be included as an attachment to the work session agenda materials and must be provided to the City Secretary in time to fully comply with Texas Open Meeting Act requirements.

(2) During the work session, the requesting Council Member will have a maximum of two minutes to describe and justify their request.

a. Remaining Council Members will then have a maximum of one minute each to provide feedback and indicate their support for the use of City Staff time to respond to the request.

(3) Staff will respond to all requests where a consensus of at least four elected officials is established with an Informal Staff Report (ISR) and/or Legal Status Report (LSR), determined by the City Manager and the City Attorney, that outlines, as it was presented, the estimated cost to implement, the estimated timeline for implementation of, and a determination of the strategic alignment of, the request.

(4) Upon receipt of the ISR and/or LSR, the Council Member who initiated the request will inform the City Manager if their request has been satisfied. If the requesting Council Member's request is satisfied by the ISR or LSR, the request is concluded with no further action. If the Council Member who initiated the request is not satisfied by the information provided in the ISR or LSR, or otherwise requests a City Council work session, ordinance, resolution or other action on the request, they may submit it to the Agenda Committee to enter the Council Committee Process as defined in Sec 2-30(c)(5). If there is a consensus of six (6) Council Members, a resolution or ordinance may be placed on a future City Council agenda without going through the Council Committee Process defined in Sec 2-30(c)(5).

(5) The Council Committee Process is the procedural movement of a request through the steps outlined in this subsection.
   a. The Agenda Committee will use the ISR or LSR to determine if, to the extent possible, there are any existing committees, boards, or commissions whose defined scope includes the request. If any such committee, board, or commission exists, the Agenda Committee will direct the staff liaison(s) for any appropriate committees, boards, or commissions to find the soonest feasible date and add the request to agenda for the for committees, boards, or commissions for consideration and feedback.
   b. After review by committees, boards, or commissions, if funding is available to implement the request, as determined by the City Manager, the request will proceed to a City Council work session.
   c. After review by committees, boards, or commissions, a request without available funding will be scheduled for discussion by the City Manager at the next City Council Budget Workshop or Strategic Retreat. The request will either be included in the City Manager's proposed budget for the next fiscal year or concluded with no further action, at the direction of City Council. A request that is funded in the budget will proceed to a City Council work session.

(d) City staff time will not be allowed to work on any request that is concluded with no further action in accordance with the procedures of Sec 2-30(c) unless the request is resubmitted in accordance with Sec 2-30(c).

SECTION 3. Ordinance No. 23-1431 is hereby repealed and replaced by this Ordinance. To the extent not otherwise provided, this Ordinance shall repeal every prior ordinance in conflict herewith, but only insofar as the portion of such ordinance shall be in conflict; and as to all other sections of the ordinance not in direct conflict herewith, this Ordinance shall be and is hereby made cumulative except as to such prior ordinances or portions thereof as are expressly repealed hereby.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. The City Secretary is hereby directed to record and publish the above regulations in the City's Code of Ordinances.

SECTION 6. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by Gerard Hudspeth and seconded by Vicki Byrd; this Ordinance was passed and approved by the following vote [5 - 2]:

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

PASSED AND APPROVED this the 17th day of September, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City Council Pending Requests for Information

Two-Minute Pitch



File ID 26-0627 July 21, 2026

Work Session Process

- Up to seven requests will be reviewed per meeting (one per Council Member)
- Staff will introduce each request
- The requesting Council Member will have up to two minutes to describe and justify their request
- Remaining Council Members will then have a maximum of one minute each to provide feedback and indicate their support for the use of City staff time to respond to the request
- Staff will respond to all requests where a consensus of at least four elected officials is established
- A consensus of six (6) Council Members is required for a resolution or ordinance to be placed on a future City Council agenda prior to a work session on the request.

Work Session Process

- The Agenda Committee will assist in scheduling items receiving consensus based upon priority offered by Council Members, work session availability, and readiness of the item.
- As guidelines for Council Members to note and offer their priority while supporting an item, the following general categorization could be used to indicate any Council Member's support to assist staff and the Agenda Committee:
  - **High** – Time-sensitivity of the item is significant; the item is critical to the community or organization; and/or the item is of such importance that it should take precedence over other scheduled priorities, projects, or items.
  - **Moderate** – The item is somewhat time-sensitive; the item has a valuable impact to the community or organization; and/or the item is important but should be integrated into work plans accordingly.
  - **Low** – The item is not time-sensitive; the item has an impact, but it is limited; and/or the item should be scheduled into work plans where possible but should not affect or delay other scheduled work.

Two-Minute Pitch

Boards and commissions nominations, vacancies, and absence policy

Requestor: Mayor Pro Tem Stevens

Council Member Request: I am requesting an ISR and work session discussion on boards and commissions nominations, vacancies, and absence policy. I would like for us to consider a change in policy for what occurs when a vacancy exists for a 6+ month period of time, as well. Priority Level: Low/Medium

Date Requested: July 12, 2026

Format for Response: Informal Staff Report

Two-Minute Pitch

Mental health training for police officers

Requestor: Council Member Ferrie

Council Member Request: I would like to submit a 2-minute pitch discussing opportunities and avenues for increased mental health training for our police officers. This is a high priority for me, and I look forward to presenting this at the July 21st work session to City Council and staff.

Date Requested: July 13, 2026

Format for Response: Informal Staff Report

Two-Minute Pitch

Creation of a Citizens' Committee of Art and Culture

Requestor: Mayor Watts

Council Member Request: I am submitting this two minute pitch for the creation of a Citizens' Committee of Art and Culture to provide recommendations and guidance to City Council to advance the arts and culture in our community. I am not proposing this be a City Council committee, but an ad hoc citizen led committee.

Date Requested: July 13, 2026

Format for Response: Informal Staff Report

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: July 21, 2026

SUBJECT
Consider approval of a resolution of the City of Denton appointing three members to the Committee on the Environment; and providing an effective date.

BACKGROUND
The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Committee on the Environment
The Committee on the Environment is composed of three Council Members. The duties of the Committee shall be to review, discuss, deliberate, and consider environmental issues and resources and make recommendations to the Council. The Committee will also deliberate and make recommendations regarding any other matter delegated to the Committee by the Council.

The July 14 Work Session resulted in three nominations by Mayor Watts for three open seats.

MEMBERS TO BE APPOINTED (3):
Mayor Pro Tem Nick Stevens
Council Member Joe Holland
Council Member George Ferrie

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 - Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1108

A RESOLUTION OF THE CITY OF DENTON APPOINTING THREE MEMBERS TO THE COMMITTEE ON THE ENVIRONMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following each election cycle and periodically as needed, the City Secretary informs the Council of vacancies on Boards, Commissions, and Committees; and

WHEREAS, the Committee on the Environment consists of three (3) City Council Members; and

WHEREAS, the Committee on the Environment has three positions open for appointment that must be filled by City Council Members; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Mayor Pro Tem Nick Stevens and Council Members Joe Holland and George Ferrie are appointed to the City Council Committee on the Environment and shall serve until a successor(s) is appointed following the next election cycle.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Manager's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing three members to the Mobility Committee.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Mobility Committee

The Mobility Committee is composed of three Council Members and two residents. The duties and purpose of the Committee shall be to review, consider and make recommendations to the City Council regarding any changes to the Mobility Plan, local transportation policy, and any items concerning regional transportation policies and activities.

The July 14 Work Session resulted in three nominations for three open seats.

MEMBER(S) TO BE APPROVED (3):

Council Member Joe Holland
Council Member Jill Jester
Council Member Suzi Rumohr

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1109

A RESOLUTION OF THE CITY OF DENTON APPOINTING THREE MEMBERS TO THE MOBILITY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the duties and purpose of the Mobility Committee shall be to review, consider, and make recommendations to the City Council regarding any changes to the Mobility Plan, local transportation policy, and any items concerning regional transportation policies and activities.

WHEREAS, the Mobility Committee is composed of three Council Members and two residents.

WHEREAS, the City Council of the City of Denton, after due consideration, has selected Council Members Joe Holland, Jill Jester, and Suzi Rumohr to serve on the Mobility Committee; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 3. Council Members Joe Holland, Jill Jester, and Suzi Rumohr are appointed to serve on the Mobility Committee.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____

George Ferrie, At Large Place 5: _____ _____ _____ _____

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing three members to the Development Code Review Committee; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Development Code Review Committee

The Development Code Review Committee is composed of three City Council members plus three Planning and Zoning Commissioners. The duties and purpose of the Committee shall be to review all proposed revisions to the Denton Development Code and make recommendations to the City Council regarding the proposed revisions.

The July 14 Work Session resulted in three nominations for three open seats.

MEMBERS TO BE APPROVED (3):

Council Member Suzi Rumohr
Council Member George Ferrie
Council Member Jordan Villarreal

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1110

A RESOLUTION OF THE CITY OF DENTON APPOINTING THREE MEMBERS TO THE DEVELOPMENT CODE REVIEW COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following each election cycle and periodically as needed the City Secretary informs the Council of vacancies on Boards, Commissions, and Committees; and

WHEREAS, the Development Code Review Committee is charged with reviewing and making recommendations regarding the Denton Development Code; and

WHEREAS, the Development Code Review Committee consists of three (3) City Council Members and three (3) Planning and Zoning Commission members; and

WHEREAS, the Development Code Review Committee has three positions open for appointment that must be filled by City Council Members: NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Council Members Suzi Rumohr, George Ferrie and Jordan Villarreal are appointed to serve on the Development Code Review Committee for the term ending August 31, 2027.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing two members to the Economic Development Partnership Board and the Tax Increment Reinvestment Zone Number Two Board; and providing and effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Economic Development Partnership Board

The Board provides economic development policy guidance and makes recommendations to the City Council and Chamber of Commerce; reviews, considers and makes recommendations to the City Council regarding marketing and branding for the Denton Enterprise Airport; reviews, considers and makes recommendations to the City Council regarding Denton Enterprise Airport incentive policies as assigned by the City Council or requested by the City Manager; and acts as a recommending body to the City Council for specific airport economic development incentives as assigned by the City Council or requested by the City Manager and permitted by City and State law.

Members of the Economic Development Partnership Board must also serve on the Tax Increment Reinvestment Zone Number Two Board.

Tax Increment Reinvestment Zone Number Two Board

The Tax Increment Reinvestment Zone Number Two Board consists of fourteen members: twelve members of the Economic Development Partnership Board, one member appointed by the governing body of Denton County, and one member appointed by the "developer", Rayzor Investments, LLP.

The Board makes recommendations to the City Council concerning the administration of the Zone; prepare and adopt a project plan and Tax Increment Reinvestment Zone financing plan for the Zone and submit the plans to the City Council for approval; prepare, implement, and monitor such project plan and financing plan for the Zone as the Council considers advisable, including the submission of an annual report on the status of the Zone.

The July 14 Work Session resulted in two nominations for the two open seats.

MEMBERS TO BE APPROVED (2):
Mayor Pro Tem Nick Stevens
Council Member Jill Jester

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1111

A RESOLUTION OF THE CITY OF DENTON APPOINTING TWO MEMBERS TO THE ECONOMIC DEVELOPMENT PARTNERSHIP BOARD AND THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Economic Development Partnership Board was created to provide economic development policy guidance for the City of Denton.

WHEREAS, the Economic Development Partnership Board consists of twelve members with very specific membership requirements and includes two City of Denton Council Members.

WHEREAS, the City Council Members appointed to the Economic Development Partnership Board must also serve on the Tax Increment Reinvestment Zone Two Board.

WHEREAS, the Economic Development Partnership Board and Tax Increment Reinvestment Zone Two Board have two positions open for appointment that must be filled by a City Council Member.

WHEREAS, the City Council of the City of Denton, after due consideration, has selected Council Member Jill Jester to serve on the Economic Development Partnership Board and Tax Increment Reinvestment Zone Two Board for the term ending September 30, 2028.

WHEREAS, the City Council of the City of Denton, after due consideration, has selected Mayor Pro Tem Nick Stevens to serve on the Economic Development Partnership Board and Tax Increment Reinvestment Zone Two Board for the term ending September 30, 2027;

NOW THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Council Member Jill Jester is appointed to serve on the Economic Development Partnership Board and Tax Increment Reinvestment Zone Two Board for the term ending September 30, 2028.

SECTION 3. Mayor Pro Tem Nick Stevens is appointed to serve on the Economic Development Partnership Board and Tax Increment Reinvestment Zone Two Board for the term ending September 30, 2027.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing one member to the Tax Increment Reinvestment Zone Number One Board; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Downtown Denton Tax Increment Reinvestment Zone No. 1 Board

The Downtown Denton Tax Increment Reinvestment Zone No. 1 Board is composed of seven members: two City Council members, two are either property owners of property located within the Tax Increment Reinvestment Zone or residents whose primary residence is located within the Tax Increment Reinvestment Zone, two are either business owners of businesses located within the Tax Increment Reinvestment Zone or members of the Denton Chamber of Commerce Board of Directors, and one a qualified voter of the City of Denton.

The Board makes recommendations to the City Council concerning the administration of the Zone; prepares and adopts a project plan and Tax Increment Financing Reinvestment Zone financing plan for the Zone and submits the plans to the City Council for approval; prepares, implements, and monitors such project and financing plans for the Tax Increment Financing Reinvestment Zone as the City Council considers advisable including the submission of an annual report on the status of the Zone.

Council Member Joe Holland is currently serving a term on the board through August 31, 2027.

The July 14 Work Session resulted in one nomination for one open seat.

MEMBER TO BE APPOINTED (1):
Council Member Jordan Villarreal

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1112

A RESOLUTION OF THE CITY OF DENTON APPOINTING ONE MEMBER TO THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tax Increment Reinvestment Zone One Board makes recommendations to the City Council concerning the administration of Tax Increment Reinvestment Zone One.

WHEREAS, the Tax Increment Reinvestment Zone One Board prepares and adopts a project plan and Tax Increment Reinvestment Zone financing plans for the Zone and submits the plans to the City Council for approval.

WHEREAS, the Tax Increment Reinvestment Zone One Board also prepares, implements, and monitors such project and financing plans for the Tax Increment Reinvestment Zone as the City Council considers advisable including the submission of an annual report on the status of the Zone.

WHEREAS the Tax Increment Reinvestment Zone One Board has one position open for appointment that must be filled by City Council Members.

WHEREAS, the City Council of the City of Denton, after due consideration, has selected Council Member Jordan Villarreal to serve on the Tax Increment Reinvestment Zone One Board for the unexpired term ending August 31, 2028,

NOW THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Council Member Jordan Villarreal is appointed to serve on the Tax Increment Reinvestment Zone One Board for the unexpired term ending August 31, 2028.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Chris Watts:	_____	_____	_____	_____

Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing an alternate member to the Dallas Regional Mobility Coalition; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Dallas Regional Mobility Coalition

The Dallas Regional Mobility Coalition is a transportation advocacy group made up of cities, counties, and transportation agencies in a five-county region (Dallas, Denton, Collin, Rockwall, and Ellis) with a primary mission to advance critical mobility projects through advocacy efforts with state and federal elected officials and regional transportation agencies.

The DRMC is governed by a 27-member board of directors representing cities, counties, and transportation agencies in the greater Dallas area. It consists of seven members, one each from the cities of Carrollton, Garland, Grand Prairie, Irving, Mesquite, Plano and Richardson being either the Mayor or another elected official designated by the City Council; four members, designated by the Mayor of Dallas, being either two or three elected officials from the City of Dallas and one or two community leaders who are non-elected officials; four members, one each from Collin, Dallas, Denton, and Ellis County, being either the County Judge or another elected official designated by the County Judge; elected officials from those cities not represented in either of the first two categories; one community leader (non-elected official) appointed by the Dallas County Judge; four ex-officio members being the Texas Department of Transportation District 18 District Engineer, the Executive Director of the Texas Turnpike Authority, the Executive Director of the Dallas Area Rapid Transit Authority, the Staff Director of the Regional Transportation Council; and one

business leader (non-elected official) appointed annually by the Legislative Coalition of the Dallas Area Chambers of Commerce.

The DRMC Bylaws require the Mayor to serve as the City of Denton's primary representative and another Council Member to serve as an alternate.

The alternate member position for the Dallas Regional Mobility Committee is open.

The July 14 Work Session resulted in a nomination for an alternate member on the Dallas Regional Mobility Coalition.

MEMBER TO BE APPOINTED (1):
Council Member Jill Jester - alternate member

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1113

A RESOLUTION OF THE CITY OF DENTON APPOINTING AN ALTERNATE MEMBER TO THE DALLAS REGIONAL MOBILITY COALITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Dallas Regional Mobility Coalition is a transportation advocacy group made up of cities, counties, and transportation agencies in a five-county region (Dallas, Denton, Collin, Rockwall, and Ellis) with a primary mission to advance critical mobility projects through advocacy efforts with state and federal elected officials and regional transportation agencies,

WHEREAS, Dallas Regional Mobility Coalition Bylaws do not provide for a term limit for appointed members; and

WHEREAS, the City Council understands the important work performed by the Dallas Regional Mobility Coalition and therefore wishes to appoint an alternate member to fill the existing vacancy; and

WHEREAS, the City Council, after due consideration, has selected Council Member Jill Jester to serve as alternate member on the Dallas Regional Mobility Coalition;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference as findings of the City Council.

SECTION 2. Council Member Jill Jester is appointed as the alternate member of the Dallas Regional Mobility Coalition to represent the City of Denton.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing one ex officio member to the Discover Denton Advisory Board; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Discover Denton Advisory Board

The Discover Denton Advisory Board (initially established as the Convention and Visitors Bureau Advisory Board) was initiated in 1976 by the Denton Chamber of Commerce to promote events and attractions, provide hospitality education, and ensure a positive experience to Denton visitors. The board includes one ex officio member of the Denton City Council.

The July 14 Work Session resulted in one nomination for one open seat.

MEMBER TO APPROVE (1):

Council Member Holland

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1114

A RESOLUTION OF THE CITY OF DENTON APPOINTING ONE EX OFFICIO MEMBER TO THE DISCOVER DENTON ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Discover Denton Advisory Board (initially established as the Convention and Visitors Bureau Advisory Board) was initiated in 1976 by the Denton Chamber of Commerce to promote events and attractions, provide hospitality education, and ensure a positive experience to Denton visitors; and

WHEREAS, the board includes one ex officio member of the Denton City Council; and

WHEREAS, the City Council understands the important work performed by the Council Committees; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Council Member Joe Holland is appointed to serve on the Discover Denton Advisory Board.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing a member and proxy to the North Texas Commission; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

North Texas Commission

The North Texas Commission is a public-private partnership of businesses, cities, counties, chambers of commerce, economic development entities and higher education institutions dedicated to advancing the vibrancy of the North Texas region. The North Texas Commission provides the resources to carry out programs that benefit the entire region and to address regional problems and opportunities.

There are two positions open, for a member and proxy, to the North Texas Commission.

The July 14 Work Session resulted in nominations for Mayor Chris Watts to serve as the member and Jill Jester as proxy to the North Texas Commission through September 30, 2027.

MEMBERS TO BE APPOINTED (2):

Mayor Chris Watts (member)
Council Member Jill Jester (proxy)

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1115

A RESOLUTION OF THE CITY OF DENTON APPOINTING A MEMBER AND PROXY TO THE NORTH TEXAS COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dallas-Fort Worth Metroplex is unique and home to 7.5 million people. North Texas is one of the fastest-growing regions in the U.S. and currently the nation's 4th largest region; and

WHEREAS, the North Texas Commission was created as a non-profit corporation chartered under the laws of the State of Texas and manages the region's unified advocacy voice at the state and federal levels; and

WHEREAS, the City of Denton has been a member of the North Texas Commission since 1978 and can appoint a member and proxy; and

WHEREAS, the City Council understands the important work performed by the North Texas Commission and therefore wishes to continue appointing a member and proxy; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Mayor Chris Watts is appointed as a member of the North Texas Commission and Council Member Jill Jester as proxy to represent the City of Denton, for the term ending September 30, 2027.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing two members to the Denton Community Shelter (Loop 288) Advisory Board; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Denton Community Shelter Advisory Board (Loop 288)

The purpose of the Denton Community Shelter Advisory Board is to provide non-binding strategic advice to the board of directors and management of Denton Community Shelter("Facility") operated by Our Daily Bread ("Organization"). The Advisory Board is formed to offer expertise, guidance, and business insight to enhance the organization's growth, strategy, and operational effectiveness in connection with the operation and management of the Facility, the services provided at or from the Facility and the Organization's performance of its obligations under the Management Services and Operating Agreement with the City of Denton.

The July 14 Work Session resulted in two nominations for two open seats.

MEMBERS TO BE APPROVED (2):

Mayor Pro Tem Nick Stevens
Council Member George Ferrie

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1116

A RESOLUTION OF THE CITY OF DENTON APPOINTING TWO MEMBERS TO THE DENTON COMMUNITY SHELTER (LOOP 288) ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the Denton Community Shelter Advisory Board is to provide non-binding strategic advice to the board of directors and management of Denton Community Shelter("Facility") operated by Our Daily Bread ("Organization").

WHEREAS, the City Council of the City of Denton, after due consideration, has selected Mayor Pro Tem Nick Stevens and Council Member George Ferrie to serve on the Denton Community Shelter (Loop 288) Advisory Board for terms ending April 30, 2027; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Mayor Pro Tem Nick Stevens and Council Member George Ferrie to serve on the Denton Community Shelter (Loop 288) Advisory Board for terms ending April 30, 2027.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

ICM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing a Primary Member and Alternate Member as official voting representatives to the North Central Texas Council of Governments' Regional Transportation Council; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Regional Transportation Council

The North Central Texas Council of Governments has served as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council is the independent transportation policy body of the Metropolitan Planning Organization. The RTC consists of 44 members which include local elected or appointed officials from the metropolitan area and representatives from each of the area's transportation providers. The RTC oversees the metropolitan transportation planning process.

The July 14 Work Session resulted in two nominations for the primary and alternate member seats.

MEMBERS TO BE APPOINTED (2):

Council Member Jill Jester (primary)
Council Member Suzi Rumohr (alternate)

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 - Resolution

Respectfully submitted:
Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1117

A RESOLUTION OF THE CITY OF DENTON APPOINTING A PRIMARY MEMBER AND ALTERNATE MEMBER AS OFFICIAL VOTING REPRESENTATIVES TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' REGIONAL TRANSPORTATION COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Central Texas Council of Governments' Regional Transportation Council (hereinafter "RTC") is the independent transportation policy body of the federally mandated Dallas-Fort Worth Metropolitan Planning Organization and is comprised of 45 members, 37 local elected or appointed officials representing cities, towns and counties, and representatives from each of the area's seven transportation providers; and

WHEREAS, the RTC is responsible for overseeing the metropolitan planning process; including but not limited to, providing guidance regarding the development of multimodal transportation plans and programs, programming federal and State funds for the implementation of transportation improvements, selecting specific federally funded projects and programs, assuring the coordination of services among transportation providers, and ensuring compliance with federal and State laws and regulations pertaining to metropolitan transportation and air quality planning; and

WHEREAS, in accordance with the Bylaws and Operating Procedures ("Bylaws") of the RTC, the local elected official representing the Cities of Denton, Sanger, Corinth, Lake Dallas, Aubrey, Krum, and Oak Point, and the Town of Hickory Creek on the RTC shall be selected using a weighted vote of the maximum population or employment of the cities represented; and

WHEREAS, the City of Denton, pursuant to the Bylaws, possesses the authority to appoint the representative on behalf of the above-described group of cities to the RTC; and

WHEREAS, members are appointed for a two-year term to begin in July; and

WHEREAS, the terms for the primary member and alternate member appointments to the RTC expired on June 30, 2026 necessitating the need for appointments to fill these positions; and

WHEREAS, the City Council deems it is in the public interest to appoint locally elected official, Council Member Jill Jester as the primary member to the RTC and locally elected official, Council Member Suzi Rumohr as the alternate member to the RTC for the term ending June 30, 2028; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

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

SECTION 2. Locally elected official, Council Member Jill Jester, is hereby appointed as the primary member to fill the current unexpired term of the City of Denton to the RTC. The current term expires June 30, 2028.

SECTION 3. Locally elected official, Council Member Suzi Rumohr, is hereby appointed as the alternate member to fill the current unexpired term of the City of Denton to the RTC for the term ending June 30, 2028.

SECTION 4. The City Manager, or designee, is hereby authorized to send a certified copy of this Resolution to appropriate officials of the RTC.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing one member to the Denton County Behavioral Health Leadership Team; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Denton County Behavioral Health Leadership Team

The Denton County Behavioral Health Leadership Team (DCBHLT) is composed of fifteen to thirty-three members, including one to two appointees from Denton City Council. Per the DCBHLT bylaws, "Cities/Towns should identify a council member, senior staff, executive, or community member" to serve on the team. Appointees shall serve at least one two-year term and attend six meetings in the calendar year. The purpose of the Denton County Behavioral Leadership Team (DCBHLT) is to convene as a policy making team tasked with improving the planning, coordination, oversight, and implementation required to create systems change, for behavioral health services in Denton County.

The July 14 Work Session resulted in one nomination for one open seat.

MEMBER(S) TO BE APPROVED (SELECT 1):

Council Member George Ferrie

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1118

A RESOLUTION OF THE CITY OF DENTON APPOINTING ONE MEMBER TO THE DENTON COUNTY BEHAVIORAL HEALTH LEADERSHIP TEAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton County Behavioral Health Leadership Team (DCBHLT) is composed of seventeen to thirty-eight members, including one to two appointees from the City of Denton.; and

WHEREAS, the Denton County Behavioral Health Leadership Team (DCBHLT) has one position open for an appointment that must be filled by a Denton City Council Member; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Council Member George Ferrie is appointed to the Denton County Behavioral Health Leadership Team (DCBHLT) and shall serve until a successor(s) is appointed following the next election cycle.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing one member to the Denton County Workforce Success Leadership Team; and providing an effective date.

BACKGROUND

The appointment of City Council Members to internal Council Committees and to other internal and external committees and boards occurs during the summer following each municipal election cycle. Internal Council Committees consist only of Denton City Council Members. City Council Members also serve on other internal committees and boards that include resident participation, and on external boards operating at the regional or county level.

To account for changes in City Council membership resulting from elections, these assignments are reviewed annually to determine any needed adjustments to existing member assignments as well as afford members the opportunity to identify any new or additional committees they may be interested in serving on.

Through Internal Staff Report No. 2026-040, Council Members were asked to identify and submit committees of interest to the City Secretary's Office by Friday, July 10, 2026.

Denton County Workforce Success Leadership Team

The Denton County Workforce Success Leadership Team (DCWSLT) is composed of twenty-seven to forty-two members, including one appointee from the City of Denton. Per the DCWSLT bylaws, "Cities/Towns should identify a council member, senior staff, executive, or community member" to serve on the team. The DCWSLT shall have one to two appointees from Economic Development Departments. Appointees shall serve at least one two-year term and attend twelve meetings in the calendar year. The purpose of the Denton County Workforce Success Leadership Team (DCWSLT) is to convene as a policy making team tasked with improving the planning, coordination, oversight, and implementation required to create systems change for workforce/employment initiatives in Denton County.

The July 14 Work Session resulted in one nomination for one open seat.

MEMBER(S) TO BE APPROVED (SELECT 1):

Council Member Jordan Villarreal

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1120

A RESOLUTION OF THE CITY OF DENTON APPOINTING ONE MEMBER TO THE DENTON COUNTY WORKFORCE SUCCESS LEADERSHIP TEAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton County Workforce Success Leadership Team (DCWSLT) is composed of seventeen to thirty-eight members, including one to two appointees from the City of Denton.; and

WHEREAS, the Denton County Workforce Success Leadership Team has one position open for an appointment that must be filled by a Denton City Council Member; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations in the preamble of this resolution are incorporated by reference.

SECTION 2. Council Member Jordan Villarreal is appointed to the Denton County Workforce Success Leadership Team and shall serve until a successor(s) is appointed following the next election cycle.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: July 21, 2026

SUBJECT

Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No. 1 to the Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of City facilities of both Water and Wastewater utilities along I-35E from US 380/ University to Milam Road ("Utility Relocations Project" (TxDOT CSJ# 0195-03-087)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed $13,898,958.57 for water and wastewater utility relocation; and providing an effective date. The Public Utilities Board recommends approval (6-0).

STRATEGIC ALIGNMENT

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

BACKGROUND

TxDOT has expanded their right-of-way through the I-35 corridor within City limits with plans of widening I-35 and frontage roads. The City was responsible for relocating the City's utilities located within the recently acquired TxDOT right-of-way. The relocation limits expand from the US-380 intersection in the south to Milam Road in the north.

To meet TxDOT's anticipated roadway construction schedule, the City's I-35/US-380 to Milam Utility Relocation Project relocated both water and wastewater utilities out of TxDOT's recently expanded right-of-way.

After the project's completion and an accounting of all costs associated with the relocation efforts, a supplemental agreement is needed with TxDOT to increase the estimated reimbursement amount from $12,698,742.56 to $13,898,958.57. The increase of $1,200,216.01 includes authorized change orders, early finish incentive authorized by TxDOT, material over & under-runs, actual easement costs with third party attorney fees, and a third-party inspection services contract.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On July 18, 2023, The City of Denton authorized the Standard Utility Agreement with TxDOT approving reimbursements in the amount of $12,698,742.56 (Ordinance No. 23-1271).

ESTIMATED SCHEDULE OF PROJECT

The City's I-35/US-380 to Milam Utility Relocation Project began construction in July 2023 and completed in May 2024, for a total of 300 calendar days of contracted construction.

FISCAL INFORMATION

The City's reimbursable financial obligation would increase by $1,200,216.01, totaling $13,898,958.57 in TxDOT reimbursements. The funding was provided from account 630471523.1365.40100 (W Project Funding) and 640420545.1365.40100 (WW Project Funding). Reimbursements requested to date, $9,349,052.73, and have been deposited into accounts 5410.5908 (WW) and 5170.5908 (W).

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement
Exhibit 3 – Original Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this agreement, contact Shawn Messick at 940-349-8390.

Legal point of contact: Trerod Hall at 940-349-8336.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL NO.1 TO THE WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON ("CITY") AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISTION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 380/UNIVERSITY TO MILAM ROAD (" UTILITY RELOCATIONS PROJECT" (TXDOT CSJ# 0195-03-087)), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $13,898,958.57 FOR WATER AND WASTEWATER UTILITY RELOCATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 18, 2023, City Council authorized Ordinance No. 23-1272 for approval and execution of the Standard Utility Agreement for water and wastewater utility relocations on project U00011547 in the amount of $12,698,742.56; and

WHEREAS**,** the supplemental No. 1 to the Standard Utility Agreement U00011547 for water and wastewater relocations will increase the reimbursement available to the City by an additional $1,200,216.01 for all eligible costs associated with the City's IH-35E Utility Relocation Project from US 380/University to Milam Road for a total reimbursement of $13,898,958.57; and

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funds in the amount of Thirteen Million, Eight Hundred Ninety-Eight Thousand, Nine Hundred Fifty-Eight and 57/100 Dollars ($13,898,958.57) for the Utility ID No. U00011547.

SECTON 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City, Supplemental No. 1 to the Water and Wastewater Standard Utility Agreements No. U00011547, a copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

Standard Utility Agreement
Supplemental Agreement No. 1 to U Number N/A Utility ID U000011547

District: Dallas
ROW Project ID: R00002954
ROW CSJ: 0195-03-091
Construction CSJ: 0195-03-087
Proposed Highway Project Letting Date: 9/1/2023

County: Denton
Highway: IH 35
From: US 380
To: US 77

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on August 2, 2023 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: costs for material under & over-runs, authorized change orders required for the successful completion, easement cost to include the 3rd party attorney fees for the project and the 3rd party inspection services contract. Buy America Attachment A Items Items 28, 29, 30, and 31 were changed to HDPE which does not need to meet Buy America, Items 35, 36, 37, and 38 are small service items and falls under the small fittings section and have been removed from the Buy America requirement. The incentive payment "Incentive" for timely completion of the Work shall be $2,000 per day limited to {180} days. The Contractor will earn the Incentive for each Day that the Work is Complete prior to the Contract Time of {300} Calendar Days taking into account any additional time extensions as documented in an approved Change Order. The Completion Date will be the date determined by the City and as stated on the Letter of Final Acceptance issued by the City. Contractor finished 90 days early, by percentage of contract value this agreement is for 55 days of the 90 days, which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is ☒ increased or ☐ decreased to a total of $13,898,958.57, or ☐ no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial	Date	Initial	Date
TxDOT		Utility	

UTILITY

Utility: City of Denton

By: _____

Title: City Manager

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Attachment "A"
Plans, Specifications, and Estimated Costs

☐ Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Attachment "A" (Continued)
Plans, Specifications, and Estimated Costs

☒ Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

☐ This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

> *(1) Articles, materials, or supplies that have been:*
>
> *(i) Processed into a specific form and shape; or*
>
> *(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*
>
> *(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

_____
Signature

_____
Title

City of Denton

Construction: Mountain Cascade (see attached) Water Wastewater	 $6,721,077.00 $2,916,661.00
Change Orders	$78,692.00
Project Scheduling Incentive $2,000 Per Day (Up to 180 Days) $2,000 x 55 Days	$110,000
City of Denton Staff Time (see attached)	$412,436.09
City of Denton Staff 42% Labor Burden	$173,223.16
Engineering Kimley-Horn and Associates (see attached)	$766,715.87
Raba Kistner 3rd Party Inspection	$262,500
Replacement Easements (see attached)	$2,325,466.09
3rd Party Attorney Fees	$132,187.36
Total	$13,898,958.57

Utility Adjustment for TxDOT Project

TXDOT STANDARD SUA ESTIMATE

City of Denton
US 380 to Milam

RCSJ: 0195-03-091
Utility ID#: U00011547
UNUMBER: N/A

Comparative Estimate

- ESTIMATE INCLUDING BETTERMENT
- ACTUAL COST
- (•) SUPPLEMENTAL ESTIMATE

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Percent of Difference 9%

Materials to be purchased by TxDOT - JOINT BID

	Line Item / Item Description		Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
*	Sample Steel item to show (*) indication					$ -				$ -	$ -
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -				$ -	$ -
					SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Internally Supplied Materials - documented with Certified Ledger at Payment

	Line Item / Item Description		Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
*	Sample Steel item to show (*) indication					$ -				$ -	$ -
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -				$ -	$ -
	OVERHEAD (%)	Enter % if applicable			0.00%	$ -			0.00%	$ -	$ -
					SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Externally Acquired Materials - documented with Invoices and/or Checks

Line Item / Item Description		Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
4" Water Meter, Vault and Appurtenances		EA	1	$55,000.00	$ 55,000.00	EA	1	$55,000.00	$ 55,000.00	$ -
8" Detector Check, Vault and Appurtenances*	39	EA	1	$65,000.00	$ 65,000.00	EA	1	$65,000.00	$ 65,000.00	$ -
6" Gate Valve*	40	EA	2	$4,000.00	$ 8,000.00	EA	2	$4,000.00	$ 8,000.00	$ -
8" Gate Valve*	41	EA	11	$5,500.00	$ 60,500.00	EA	11	$5,500.00	$ 60,500.00	$ -
12" Gate Valve*	42	EA	26	$7,500.00	$ 195,000.00	EA	26	$7,500.00	$ 195,000.00	$ -
16" Gate Valve*	43	EA	6	$19,000.00	$ 114,000.00	EA	6	$19,000.00	$ 114,000.00	$ -
2" Air Release Valve and Vault*	49	EA	3	$25,000.00	$ 75,000.00	EA	3	$25,000.00	$ 75,000.00	$ -
Fire Hydrant Assembly*	50	EA	17	$8,500.00	$ 144,500.00	EA	17	$8,500.00	$ 144,500.00	$ -
20" HDPE Water Carrier Pipe		LF	468	$150.00	$ 70,200.00	LF	468	$150.00	$ 70,200.00	$ -
20" HDPE Pressure Pipe, Water		LF	1941	$250.00	$ 485,250.00	LF	1941	$250.00	$ 485,250.00	$ -
8" PVC Sanitary Sewer Carrier Pipe		LF	201	$60.00	$ 12,060.00	LF	201	$60.00	$ 12,060.00	$ -
12" PVC Sanitary Sewer Carrier Pipe		LF	252	$80.00	$ 20,160.00	LF	252	$80.00	$ 20,160.00	$ -
6" HDPE Force Main Carrier Pipe		LF	476	$60.00	$ 28,560.00	LF	476	$60.00	$ 28,560.00	$ -
12" HDPE Force Main Carrier Pipe		LF	599	$80.00	$ 47,920.00	LF	599	$80.00	$ 47,920.00	$ -
4' Concrete Manhole*	73	EA	17	$14,000.00	$ 238,000.00	EA	17	$14,000.00	$ 238,000.00	$ -
4' Drop Concrete Manhole*	74	EA	2	$20,000.00	$ 40,000.00	EA	2	$20,000.00	$ 40,000.00	$ -
5' Concrete Manhole*	75	EA	3	$15,000.00	$ 45,000.00	EA	3	$15,000.00	$ 45,000.00	$ -
4' Extra Depth Concrete Manhole*	76	VF	40	$500.00	$ 20,000.00	VF	40	$500.00	$ 20,000.00	$ -
5' Extra Depth Concrete Manhole*	77	VF	29	$700.00	$ 20,300.00	VF	29	$700.00	$ 20,300.00	$ -
6" HDPE Pressure Pipe, Force Main		LF	221	$280.00	$ 61,880.00	LF	221	$280.00	$ 61,880.00	$ -
8" HDPE Pressure Pipe, Force Main		LF	85	$240.00	$ 20,400.00	LF	85	$240.00	$ 20,400.00	$ -
12" HDPE Pressure Pipe, Force Main		LF	144	$220.00	$ 31,680.00	LF	144	$220.00	$ 31,680.00	$ -
8" PVC Gravity Sewer Pipe		LF	1310	$280.00	$ 366,800.00	LF	1310	$280.00	$ 366,800.00	$ -
12" PVC Gravity Sewer Pipe		LF	2211	$240.00	$ 530,640.00	LF	2211	$240.00	$ 530,640.00	$ -
6" Sewer Service		EA	8	$2,500.00	$ 20,000.00	EA	8	$2,500.00	$ 20,000.00	$ -
8" HDPE Water Carrier Pipe		LF	217	$110.00	$ 23,870.00	LF	217	$110.00	$ 23,870.00	$ -
12" HDPE Water Carrier Pipe		LF	1523	$150.00	$ 228,450.00	LF	1523	$150.00	$ 228,450.00	$ -
6" PVC Water Pressure Pipe		LF	40	$220.00	$ 8,800.00	LF	40	$220.00	$ 8,800.00	$ -
8" PVC Water Pressure Pipe		LF	911	$340.00	$ 309,740.00	LF	911	$340.00	$ 309,740.00	$ -
12" PVC Water Pressure Pipe		LF	6133	$236.00	$ 1,447,388.00	LF	6133	$236.00	$ 1,447,388.00	$ -
									$ -	$ -
Authorized Change Orders									$ -	$ -
Sodding (22)		SY	-2861	$7.00		SY	-2861	$7.00	$ (20,027.00)	$ (20,027.00)
30" Casing by OTOC*	27	LF	10	$700.00		LF	10	$700.00	$ 7,000.00	$ 7,000.00
8" PVC Pressure Water Pipe		LF	935	$340.00		LF	935	$340.00	$ 317,900.00	$ 317,900.00
12" PVC Pressure Water Pipe		LF	-804	$236.00		LF	-804	$236.00	$ (189,744.00)	$ (189,744.00)
Traffic Control		SY	4	$15,000.00		SY	4	$15,000.00	$ 60,000.00	$ 60,000.00
Remove Utility Junction Structure		EA	1	$25,000.00		EA	1	$25,000.00	$ 25,000.00	$ 25,000.00
Flexible Paving Repair for Utility Trench		SY	-251	$140.00		SY	-251	$140.00	$ (35,140.00)	$ (35,140.00)
Concrete Paving Repair for Utility Trench*	18	SY	-362	$220.00		SY	-362	$220.00	$ (79,640.00)	$ (79,640.00)
Sodding (63)		SY	-951	$7.00		SY	-951	$7.00	$ (6,657.00)	$ (6,657.00)
										$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -				$ -	$ -
				SUBTOTAL	$ 4,794,098.00			SUBTOTAL	$ 4,872,790.00	$ 78,692.00
				MATERIALS SUBTOTAL	$ 4,794,098.00			MATERIALS SUBTOTAL	$ 4,872,790.00	$ 78,692.00

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of $2,500, or .1% of the project total cost, whichever is greater.

Sum of De Minimus Items $0.00 | $0.00

TxDOT contractor labor - JOINT BID

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Sample Item				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$0.00	$ -

Internal Labor Costs - documented with Certified Ledger at payment.

Line Item / Item Description		Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
8"x8" Tapping Sleeve & Valve (City Performed)*	44	EA	1	$7,800.00	$ 7,800.00	EA	1	$7,800.00	$ 7,800.00	$ -
6" Water Main Connection with Shutdown		EA	2	$9,000.00	$ 18,000.00	EA	2	$9,000.00	$ 18,000.00	
8" Water Main Connection with Shutdown		EA	12	$9,500.00	$ 114,000.00	EA	12	$9,500.00	$ 114,000.00	
12" Water Main Connection with Shutdown		EA	5	$12,000.00	$ 60,000.00	EA	5	$12,000.00	$ 60,000.00	
16" Water Main Connection with Shutdown		EA	3	$19,000.00	$ 57,000.00	EA	3	$19,000.00	$ 57,000.00	
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -	
OVERHEAD (%)	Enter % if applicable		0.00%	$ -			0.00%	$ -	$ -	
			SUBTOTAL	$ 256,800.00			SUBTOTAL	$ 256,800.00	$ -	

External Labor Costs - documented with Invoices and / or checks

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference

Mobilization		EA	1	$1,000,000.00	$ 1,000,000.00	EA	1	$1,000,000.00	$ 1,000,000.00	$ -
Grout Fill 8" Utility Line		LF	227	$20.00	$ 4,540.00	LF	227	$20.00	$ 4,540.00	$ -
Grout Fill 12" Utility Line		LF	916	$21.00	$ 19,236.00	LF	916	$21.00	$ 19,236.00	$ -
Grout Fill 16" Utility Line		LF	108	$33.00	$ 3,564.00	LF	108	$33.00	$ 3,564.00	$ -
Remove 4" Utility Line		LF	25	$45.00	$ 1,125.00	LF	25	$45.00	$ 1,125.00	$ -
Remove 6" Utility Line		LF	150	$35.00	$ 5,250.00	LF	150	$35.00	$ 5,250.00	$ -
Remove 8" Utility Line		LF	1605	$37.00	$ 59,385.00	LF	1605	$37.00	$ 59,385.00	$ -
Remove 12" Utility Line		LF	5558	$35.00	$ 194,530.00	LF	5558	$35.00	$ 194,530.00	$ -
Remove 16" Utility Line		LF	2466	$37.00	$ 91,242.00	LF	2466	$37.00	$ 91,242.00	$ -
Remove 6" Water Valve		EA	17	$700.00	$ 11,900.00	EA	17	$700.00	$ 11,900.00	$ -
Remove 8" Water Valve		EA	3	$750.00	$ 2,250.00	EA	3	$750.00	$ 2,250.00	$ -
Remove 12" Water Valve		EA	11	$800.00	$ 8,800.00	EA	11	$800.00	$ 8,800.00	$ -
Remove 16" Water Valve		EA	2	$850.00	$ 1,700.00	EA	2	$850.00	$ 1,700.00	$ -
Remove Fire Hydrant		EA	15	$850.00	$ 12,750.00	EA	15	$850.00	$ 12,750.00	$ -
Remove Water Meter		EA	2	$850.00	$ 1,700.00	EA	2	$850.00	$ 1,700.00	$ -
Remove Concrete Water Vault		EA	2	$900.00	$ 1,800.00	EA	2	$900.00	$ 1,800.00	$ -
Flexible Paving Repair for Utility Trench		SY	1356	$140.00	$ 189,840.00	SY	1356	$140.00	$ 189,840.00	$ -
Concrete Paving Repair for Utility Trench*	18	SY	905	$220.00	$ 199,100.00	SY	905	$220.00	$ 199,100.00	$ -
4" Concrete Sidewalk		SY	17	$250.00	$ 4,250.00	SY	17	$250.00	$ 4,250.00	$ -
Topsoil		CY	581	$10.00	$ 5,810.00	CY	581	$10.00	$ 5,810.00	$ -
Seeding		SY	12863	$2.00	$ 25,726.00	SY	12863	$2.00	$ 25,726.00	$ -
Sodding		SY	2861	$7.00	$ 20,027.00	SY	2861	$7.00	$ 20,027.00	$ -
Trench Safety		LF	9404	$1.00	$ 9,404.00	LF	9404	$1.00	$ 9,404.00	$ -
18" Casing by Other Than Open Cut*	24	LF	217	$500.00	$ 108,500.00	LF	217	$500.00	$ 108,500.00	$ -
24" Casing by Other Than Open Cut*	25	LF	1144	$570.00	$ 652,080.00	LF	1144	$570.00	$ 652,080.00	$ -
24" Casing by Open Cut*	26	LF	379	$430.00	$ 162,970.00	LF	379	$430.00	$ 162,970.00	$ -
30" Casing by by Other Than Open Cut*	27	LF	468	$700.00	$ 327,600.00	LF	468	$700.00	$ 327,600.00	$ -
1" Water Service		EA	2	$3,500.00	$ 7,000.00	EA	2	$3,500.00	$ 7,000.00	$ -
1-1/2" Water Service		EA	1	$4,000.00	$ 4,000.00	EA	1	$4,000.00	$ 4,000.00	$ -
2" Water Service		EA	5	$4,500.00	$ 22,500.00	EA	5	$4,500.00	$ 22,500.00	$ -
Grout Fill 6" Utility Line		LF	1604	$12.00	$ 19,248.00	LF	1604	$12.00	$ 19,248.00	$ -
Grout Fill 8" Utility Line		LF	271	$20.00	$ 5,420.00	LF	271	$20.00	$ 5,420.00	$ -
Remove 6" Utility Line		LF	1626	$35.00	$ 56,910.00	LF	1626	$35.00	$ 56,910.00	$ -
Remove 8" Utility Line		LF	1307	$37.00	$ 48,359.00	LF	1307	$37.00	$ 48,359.00	$ -
Remove 4' Utility Manhole		EA	14	$3,000.00	$ 42,000.00	EA	14	$3,000.00	$ 42,000.00	$ -
Remove Utility Junction Structure (Lift Station)		EA	1	$25,000.00	$ 25,000.00	EA	1	$25,000.00	$ 25,000.00	$ -
Flexible Paving Repair for Utility Trench		SY	564	$140.00	$ 78,960.00	SY	564	$140.00	$ 78,960.00	$ -
Concrete Paving Repair for Utility Trench*	59	SY	993	$220.00	$ 218,460.00	SY	993	$220.00	$ 218,460.00	$ -
6" Flexible Base, Type A, GR-1		SY	560	$45.00	$ 25,200.00	SY	560	$45.00	$ 25,200.00	$ -
Topsoil		CY	264	$10.00	$ 2,640.00	CY	264	$10.00	$ 2,640.00	$ -
Seeding		SY	4602	$2.00	$ 9,204.00	SY	4602	$2.00	$ 9,204.00	$ -
Sodding		SY	951	$7.00	$ 6,657.00	SY	951	$7.00	$ 6,657.00	$ -
Trench Safety		LF	4263	$1.00	$ 4,263.00	LF	4263	$1.00	$ 4,263.00	$ -
18" Casing by Open Cut*	65	LF	51	$400.00	$ 20,400.00	LF	51	$400.00	$ 20,400.00	$ -
24" Casing by Open Cut*	66	LF	326	$410.00	$ 133,660.00	LF	326	$410.00	$ 133,660.00	$ -
18" Casing by Other Than Open Cut*	67	LF	150	$575.00	$ 86,250.00	LF	150	$575.00	$ 86,250.00	$ -
24" Casing by Other Than Open Cut*	68	LF	1001	$630.00	$ 630,630.00	LF	1001	$630.00	$ 630,630.00	$ -
Traffic Control		MO	1	$15,000.00	$ 15,000.00	MO	1	$15,000.00	$ 15,000.00	$ -
									$ -	$ -
Incentive						DAY	55	$2,000.00	$ 110,000.00	$ 110,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -				$ -	$ -
				SUBTOTAL	$ 4,586,840.00			SUBTOTAL	$ 4,696,840.00	$ 110,000.00
				LABOR SUBTOTAL	$ 4,843,640.00				$ 4,953,640.00	$ 110,000.00

Engineering Procured by TxDOT - 100% eligibiity required

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Project Manager	HR	1851	$73.59	$ 136,212.41	HR	1851	$73.59	$ 136,212.41	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 136,212.41			SUBTOTAL	$ 136,212.41	$ -
Internal Survey / Landman									
Senior Engineer	HR	1608	$66.91	$ 107,591.28	HR	1608	$66.91	$ 107,591.28	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 107,591.28			SUBTOTAL	$ 107,591.28	$ -
Internal Inspection									
Public Works Inspector III	HR	2168	$41.70	$ 90,405.60	HR	2168	$41.70	$ 90,405.60	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 90,405.60			SUBTOTAL	$ 90,405.60	$ -
Internal Administration									
Capital Project Fund & Project Administrator	HR	694	$56.40	$ 39,141.60	HR	694	$56.40	$ 39,141.60	$ -
Real Estate Specialist	HR	693	$56.40	$ 39,085.20	HR	693	$56.40	$ 39,085.20	
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 78,226.80			SUBTOTAL	$ 78,226.80	$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead									
OVERHEAD (%)	Enter % if applicable		0.00%	$ -			42.00%	$ 173,223.16	$ 173,223.16
			SUBTOTAL	$ 412,436.09				$ 585,659.25	$ 173,223.16

External Engineering - Cost documented with INVOICES and / or CHECKS

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Kimley-Horn and Associates (Contracts Provided)			$766,715.87	$ -				$ -	$ -
Senior Professional II (P8)	HR	27	$275.00	$ 7,425.00	HR	27	$275.00	$ 7,425.00	$ -
Senior Professional I (P7)	HR	191	$260.00	$ 49,660.00	HR	191	$260.00	$ 49,660.00	$ -
Senior Professional I (P5)	HR	636	$230.00	$ 146,280.00	HR	636	$230.00	$ 146,280.00	$ -
Professional (P3)	HR	1007	$195.00	$ 196,365.00	HR	1007	$195.00	$ 196,365.00	$ -
Professional (B5)	HR	21	$190.00	$ 3,990.00	HR	21	$190.00	$ 3,990.00	$ -

Support Staff (N6)	HR	252	$160.00	$ 40,320.00	HR	252	$160.00	$ 40,320.00	$ -
Senior Tech Support (CO4)	HR	24	$125.00	$ 3,000.00	HR	24	$125.00	$ 3,000.00	$ -
Expenses	EA	1	$297,427.24	$ 297,427.24	EA	1	$297,427.24	$ 297,427.24	$ -
Office Expenses	EA	1	$22,248.63	$ 22,248.63	EA	1	$22,248.63	$ 22,248.63	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 766,715.87			SUBTOTAL	$ 766,715.87	$ -
External Survey/ Landman									
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
External Inspection									
Raba Kistner (Contract Provided)			$262,500.00	$ -			$262,500.00	$ -	$ -
Inspector IV				$ -	HR	1650	$110.00	$ 181,500.00	$ 181,500.00
Project Manager				$ -	HR	300	$202.75	$ 60,825.00	$ 60,825.00
Administrative Assistant				$ -	HR	220	$72.50	$ 15,950.00	$ 15,950.00
Vehicle				$ -	EA	6500	$0.65	$ 4,225.00	$ 4,225.00
				$ -					
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ 262,500.00	$ 262,500.00
			Engineering / Administration / Inspection SUBTOTAL	$ 1,179,151.96				$ 1,614,875.12	$ 435,723.16

Existing Easement Compensation - following Quit Claim / **Eligibility Ratio not applied.** Will be									
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. must concur with rate. Documentation of actual cost must be supplied at billing.				ROW PM					
3rd Party Attorney Fees		1				1	$132,187.36	$ 132,187.36	$ 132,187.36
									$ -
Kaylan's Inc (Parcel 2)		1	$52,465.00	$ 52,465.00		1	$52,465.00	$ 52,465.00	$ -
Closing/Title Fees		1	$536.00	$ 536.00		1	$536.00	$ 536.00	$ -
Mala Strana LLC (Parcel 3)		1	$60,130.00	$ 60,130.00		1	$145,000.00	$ 145,000.00	$ 84,870.00
Closing/Title Fees		1	$593.00	$ 593.00		1	$593.00	$ 593.00	$ -
Home Depot USA INC (Parcel 4)		1	$108,516.00	$ 108,516.00		1	$143,524.00	$ 143,524.00	$ 35,008.00
Closing/Title Fees		1	$321.00	$ 321.00		1	$321.00	$ 321.00	$ -
Maruti Jalaram LLC (Parcel 5)		1	$42,000.00	$ 42,000.00		1	$42,000.00	$ 42,000.00	$ -
Closing/Title Fees		1	$465.00	$ 465.00		1	$324.00	$ 324.00	$ (141.00)
Coconut Properties LLC (Parcel 6)		1	$30,959.00	$ 30,959.00		1	$53,710.00	$ 53,710.00	$ 22,751.00
Closing/Title Fees		1	$383.00	$ 383.00		1	$383.00	$ 383.00	$ -
Paces Hotels LLC (Parcel 8)		1	$75,000.00	$ 75,000.00		1	$85,000.00	$ 85,000.00	$ 10,000.00
Closing/Title Fees		1	$700.00	$ 700.00		1	$487.00	$ 487.00	$ (213.00)
Health Services of North Texas, Inc. (Parcel 9)		1	$36,109.00	$ 36,109.00		1	$36,109.00	$ 36,109.00	$ -
Closing/Title Fees		1	$422.00	$ 422.00		1	$422.00	$ 422.00	$ -
Three Willows Land Development LLC (Parcel 14)		1	$21,634.00	$ 21,634.00		1	$30,000.00	$ 30,000.00	$ 8,366.00
Closing/Title Fees		1	$296.00	$ 296.00		1	$296.00	$ 296.00	$ -
Hunt Windsor LLC (Parcel 15A)		1	$142,518.00	$ 142,518.00		1	$305,013.42	$ 305,013.42	$ 162,495.42
Closing/Title Fees		1	$321.00	$ 321.00		1	$321.00	$ 321.00	$ -
32 Hundred Windsor Gardens LP & JRM (Parcel 15B)		1	$134,743.00	$ 134,743.00		1	$169,877.00	$ 169,877.00	$ 35,134.00
Closing/Title Fees		1	$321.00	$ 321.00		1	$321.00	$ 321.00	$ -
Salavaging Teens as Risk Inc D/B/A The Educator Center (Parcel 1		1	$9,814.00	$ 9,814.00		1	$10,052.00	$ 10,052.00	$ 238.00
Closing/Title Fees		1	$238.00	$ 238.00		1	$238.00	$ 238.00	$ -
Zimmerer Denton LLC (Parcel 16)		1	$63,089.00	$ 63,089.00		1	$62,744.00	$ 62,744.00	$ (345.00)
Closing/Title Fees		1	$613.00	$ 613.00		1	$613.00	$ 613.00	$ -
RV Land Acqusition LP (Parcel 17/18)		1	$52,977.00	$ 52,977.00		1	$52,977.00	$ 52,977.00	$ -
Closing/Title Fees		1	$457.00	$ 457.00		1	$457.00	$ 457.00	$ -
CATDENTON 35 Four Inc (Parcel 19)		1	$267,562.00	$ 267,562.00		1	$267,562.00	$ 267,562.00	$ -
Closing/Title Fees		1	$321.00	$ 321.00		1	$321.00	$ 321.00	$ -
Walbarger Street LP (Parcel 20)		1	$122,840.73	$ 122,840.73		1	$177,000.00	$ 177,000.00	$ 54,159.27
Closing/Title Fees		1	$321.00	$ 321.00		1	$702.00	$ 702.00	$ 381.00
The Rockline-Denton Group P/S (Parcel 21)		1	$100,330.00	$ 100,330.00		1	$100,330.00	$ 100,330.00	$ -
Closing/Title Fees		1	$321.00	$ 321.00		1	$321.00	$ 321.00	$ -
Harris, Lisa J Investment Trust (Parcel 25)		1	$8,325.00	$ 8,325.00		1	$11,000.00	$ 11,000.00	$ 2,675.00
Closing/Title Fees		1	$238.00	$ 238.00		1	$238.00	$ 238.00	$ -
Westglen Partners LTD (Parcel 36/37)		1	$132,020.87	$ 132,020.87		1	$132,020.87	$ 132,020.87	$ -
Closing/Title Fees		1	$321.00	$ 321.00		1	$702.00	$ 702.00	$ 381.00
Love's Travel Stops & Country Stores Inc (Parcel 38)		1	$197,543.00	$ 197,543.00		1	$197,543.00	$ 197,543.00	$ -
Closing/Title Fees		1	$321.00	$ 321.00		1	$321.00	$ 321.00	$ -
Foster, Mark D & Madeline (Parcel 39)		1	$44,265.00	$ 44,265.00		1	$72,118.80	$ 72,118.80	$ 27,853.80
Closing/Title Fees		1	$479.00	$ 479.00		1	$479.00	$ 479.00	$ -
TA Operating LLC (Parcel 40)		1	$170,703.00	$ 170,703.00		1	$170,703.00	$ 170,703.00	$ -
Closing/Title Fees		1	$321.00	$ 321.00		1	$321.00	$ 321.00	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.								$ -	$ -
			SUBTOTAL	$ 1,881,852.60			SUBTOTAL	$ 2,457,653.45	$ 575,800.85
			Easement Compensation SUBTOTAL	$ 1,881,852.60				$ 2,457,653.45	$ 575,800.85

SUMMARY:				
TOTAL PROJECT COST	$ 12,698,742.56		$ 13,898,958.57	$ 1,200,216.01
Amount Payable in TxDOT Contract (Joint Bid)	$ -		$ -	$ -
Utility Cost	$ 12,698,742.56		$ 13,898,958.57	$ 1,200,216.01
General & Administrative OH 0.00%	$ -	G&A	$ -	$ -
Gross Reimbursable to the Utility	$ 12,698,742.56		$ 13,898,958.57	$ 1,200,216.01
Amount Due to TxDOT Via an Advance Funding Agreement	$ -		$ -	$ -
SALVAGE and/or Depreciation CREDIT				$ -
BETTERMENT RATIO 0.00% Ratio Deduction	$ -	BR 0.00%	$ -	$ -

Amount reimbursable after Betterment and Salvage Credit		$ 12,698,742.56		$ 13,898,958.57	$ 1,200,216.01
ELIGIBILITY RATIO	100.00%		ER 100.00%		
NET REIMBURSEMENT TO UTILITY		$ 12,698,742.56		$ 13,898,958.57	$ 1,200,216.01
			Percent of Difference=	9%	

version 3.0

Easement cost

City of Denton I-35 (from I-35 merge/split to Milam) W/WW Easements Appraisal

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF		Total Easement Value	Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total
			Permanent			Permanent		Temporary Construction Easement			Temporary Construction Easement				Permanent + Temporary Construction Easement + Title Policy Fee		
CSJ-087																	
34524	2	Kaylan's Inc	102	20	2,036	$25.77	$52,465.00							$536.00	$53,001.00	$53,001.00	$0.00
34525	3	MALA STRANA LLC	108	20	2,164	$27.77	$60,103.00							$593.00	$60,696.00	$30,348.00	$30,348.00
618924	4	HOME DEPOT USA INC	438	20	8,752	$12.40	$108,516.00							$321.00	$108,837.00	$108,837.00	$0.00
34521	5	Maruti Jalaram LLC	166	20	3,322	$6.73	$22,355.00							$324.00	$22,679.00	$11,339.50	$11,339.50
34517	6	Coconut Properties LLC	153	20	3,064	$10.10	$30,959.00							$383.00	$31,342.00	$15,671.00	$15,671.00
86868	8	Paces Hotels LLC	348	20	6,957	$6.50	$45,221.00							$487.00	$45,708.00	$22,854.00	$22,854.00
693328	9	Health Services of North Texas, Inc.	150	20	3,003	$12.02	$36,109.00							$422.00	$36,531.00	$36,531.00	$0.00
675206	14	Three Willows Land Development LLC	145	20	2,896	$6.38	$18,462.00	50	25	1,244	$2.55		$3,172.00	$296.00	$21,930.00	$21,930.00	$0.00
523508	15A	Hunt Windsor LLC	1389	20	27,779	$5.13	$142,518.00							$321.00	$142,839.00	$142,839.00	$0.00
775494	15B	32 HUNDRED WINDSOR GARDENS LP & JRM	293	20	5,867	$22.97	$134,743.00							$321.00	$135,064.00	$135,064.00	$0.00
87582	16.1	Salvaging Teens at Risk Inc D/B/A The Educator Center	54	20	1,089	$6.25	$6,806.00	48	25	1,203	$2.50		$3,008.00	$238.00	$10,052.00	$10,052.00	$0.00
773229	16	Zimmerer Denton LLC	320	20	6,406	$9.85	$63,089.00							$613.00	$63,702.00	$31,851.00	$31,851.00
765175	17/18	RV LAND ACQUISITION LP	293	20	5,868	$7.05	$41,387.00	244	25	6,100	$1.90		$11,590.00	$457.00	$53,434.00	$53,434.00	$0.00
632465	19	Catdenton 35 Four Inc	2608	20	52,151	$5.13	$267,562.00							$321.00	$267,883.00	$267,883.00	$0.00
613725	20	Wilbarger Street, LP	443	20	8,862	$8.57	$75,909.00							$702.00	$76,611.00	$38,305.50	$38,305.50
160306	21	The Rockline-Denton Group P/S	561	20	11,228	$8.94	$100,330.00							$321.00	$100,651.00	$50,325.50	$50,325.50
174371	25	Harris, Lisa J Investment Trust	90	20	1,800	$4.63	$8,325.00							$238.00	$8,563.00	$8,563.00	$0.00
40201, 36937	36/37	Westglen Partners LTD	751	20	15,028	$5.05	$75,909.00							$702.00	$76,611.00	$76,611.00	$0.00
699314	38	Love's Travel Stops & Country Stores Inc	1630	20	32,600	$5.46	$177,943.00							$321.00	$178,264.00	$89,132.00	$89,132.00
36958	39	Foster, Mark D & Madeline	361	20	7,227	$6.12	$44,265.00							$479.00	$44,744.00	$44,744.00	$0.00
39525	40	TA Operating LLC	1080	20	21,604	$7.90	$170,703.00							$321.00	$171,024.00	$85,512.00	$85,512.00

PROJECT COST SUMMARY - SUA U00011547

CONSTRUCTION - ORIGINAL ESTIMATED						SUA #1		
BID ITEM	Description	Quanity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
1	0170.001 - Mobilization	1	EA	$ 1,000,000.00	$ 1,000,000.00			
17	3201.007 - Flexible Paving Repair for Utility Trench	1356	SY	$ 140.00	$ 189,840.00			
18	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	$ 220.00	$ 199,100.00			
19	3216.005 - 4" Concrete Sidewalk	17	SY	$ 250.00	$ 4,250.00			
20	3293.015 - Topsoil	581	CY	$ 10.00	$ 5,810.00			
21	3293.016 - Seeding	12863	SY	$ 2.00	$ 25,726.00			
22	3293.017 - Sodding	2861	SY	$ 7.00	$ 20,027.00			
23	3305.021 - Trench Safety	9404	LF	$ 1.00	$ 9,404.00			
24	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	$ 500.00	$ 108,500.00			
25	3305.029 - 24" Casing by Other Than Open Cut*	1144	LF	$ 570.00	$ 652,080.00			
26	3305.023 - 24" Casing by Open Cut*	379	LF	$ 430.00	$ 162,970.00			
27	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	$ 700.00	$ 327,600.00			
28	3305.098 - 8" HDPE Water Carrier Pipe	217	LF	$ 110.00	$ 23,870.00			
29	3305.099 - 12" HDPE Water Carrier Pipe	1523	LF	$ 150.00	$ 228,450.00			
30	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	$ 150.00	$ 70,200.00			
31	3314.222 - 20" HDPE Pressure Pipe, Water	1941	LF	$ 250.00	$ 485,250.00			
32	3314.141 - 6" PVC Water Pressure Pipe	40	LF	$ 220.00	$ 8,800.00			
33	3314.142 - 8" PVC Water Pressure Pipe	911	LF	$ 340.00	$ 309,740.00			
34	3314.146 - 12" PVC Water Pressure Pipe	6133	LF	$ 236.00	$ 1,447,388.00			
35	3314.310 - 1" Water Service	2	EA	$ 3,500.00	$ 7,000.00			
36	3314.314 - 1-1/2" Water Service	1	EA	$ 4,000.00	$ 4,000.00			
37	3314.318 - 2" Water Service	5	EA	$ 4,500.00	$ 22,500.00			
38	3314.323 - 4" Water Meter, Vault and Appurtenances	1	EA	$ 55,000.00	$ 55,000.00			
39	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	$ 65,000.00	$ 65,000.00			
40	3314.327 - 6" Gate Valve*	2	EA	$ 4,000.00	$ 8,000.00			
41	3314.328 - 8" Gate Valve*	11	EA	$ 5,500.00	$ 60,500.00			
42	3314.329 - 12" Gate Valve*	26	EA	$ 7,500.00	$ 195,000.00			
43	3314.330 - 16" Gate Valve*	6	EA	$ 19,000.00	$ 114,000.00			
44	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	$ 7,800.00	$ 7,800.00			
45	3314.391 - 6" Water Main Connection with Shutdown	2	EA	$ 9,000.00	$ 18,000.00			
46	3314.392 - 8" Water Main Connection with Shutdown	12	EA	$ 9,500.00	$ 114,000.00			
47	3314.393 - 12" Water Main Connection with Shutdown	5	EA	$ 12,000.00	$ 60,000.00			
48	3314.394 - 16" Water Main Connection with Shutdown	3	EA	$ 19,000.00	$ 57,000.00			
49	3314.402 - 2" Air Release Valve and Vault*	3	EA	$ 25,000.00	$ 75,000.00			
50	3314.407 - Fire Hydrant Assembly*	17	EA	$ 8,500.00	$ 144,500.00			
51	3471.001 - Traffic Control	1	MO	$ 15,000.00	$ 15,000.00			
58	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	$ 140.00	$ 78,960.00			
59	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	$ 220.00	$ 218,460.00			
60	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	$ 45.00	$ 25,200.00			
61	3293.015 - Topsoil	264	CY	$ 10.00	$ 2,640.00			
62	3293.016 - Seeding	4602	SY	$ 2.00	$ 9,204.00			
63	3293.017 - Sodding	951	SY	$ 7.00	$ 6,657.00			
64	3305.021 - Trench Safety	4263	LF	$ 1.00	$ 4,263.00			
65	3305.022 - 18" Casing by Open Cut*	51	LF	$ 400.00	$ 20,400.00			
66	3305.023 - 24" Casing by Open Cut*	326	LF	$ 410.00	$ 133,660.00			
67	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	$ 575.00	$ 86,250.00			
68	3305.029 - 24" Casing by Other Than Open Cut*	1001	LF	$ 630.00	$ 630,630.00			
69	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	$ 60.00	$ 12,060.00			
70	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	$ 80.00	$ 20,160.00			
71	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	$ 60.00	$ 28,560.00			
72	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	$ 80.00	$ 47,920.00			
73	3305.126 - 4' Concrete Manhole*	17	EA	$ 14,000.00	$ 238,000.00			

CONSTRUCTION - ORIGINAL ESTIMATED						SUA #1		
BID ITEM	Description	Quanity	Unit	Unit Cost	Estimated Costs	Qty Change	Estimated Costs	Revised Estimate
74	3305.127 - 4' Drop Concrete Manhole*	2	EA	$ 20,000.00	$ 40,000.00			
75	3305.128 - 5' Concrete Manhole*	3	EA	$ 15,000.00	$ 45,000.00			
76	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	$ 500.00	$ 20,000.00			
77	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	$ 700.00	$ 20,300.00			
78	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	$ 280.00	$ 61,880.00			
79	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	$ 240.00	$ 20,400.00			
80	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	$ 220.00	$ 31,680.00			
81	3331.045 - 8" PVC Gravity Sewer Pipe	1310	LF	$ 280.00	$ 366,800.00			
82	3331.053 - 12" PVC Gravity Sewer Pipe	2211	LF	$ 240.00	$ 530,640.00			
83	3331.089 - 6" Sewer Service	8	EA	$ 2,500.00	$ 20,000.00			
				CONSTRUCTION TOTAL	*$ 9,021,029.00*	*Construction W/SUA#1*		*$ 9,021,029.00*
2	0241.011 - Grout Fill 8" Utility Line	227	LF	$ 20.00	$ 4,540.00			
3	0241.013 - Grout Fill 12" Utility Line	916	LF	$ 21.00	$ 19,236.00			
4	0241.016 - Grout Fill 16" Utility Line	108	LF	$ 33.00	$ 3,564.00			
5	0241.028 - Remove 4" Utility Line	25	LF	$ 45.00	$ 1,125.00			
6	0241.029 - Remove 6" Utility Line	150	LF	$ 35.00	$ 5,250.00			
7	0241.030 - Remove 8" Utility Line	1605	LF	$ 37.00	$ 59,385.00			
8	0241.032 - Remove 12" Utility Line	5558	LF	$ 35.00	$ 194,530.00			
9	0241.035 - Remove 16" Utility Line	2466	LF	$ 37.00	$ 91,242.00			
10	0241.056 - Remove 6" Water Valve	17	EA	$ 700.00	$ 11,900.00			
11	0241.057 - Remove 8" Water Valve	3	EA	$ 750.00	$ 2,250.00			
12	0241.059 - Remove 12" Water Valve	11	EA	$ 800.00	$ 8,800.00			
13	0241.060 - Remove 16" Water Valve	2	EA	$ 850.00	$ 1,700.00			
14	0241.094 - Salvage Fire Hydrant	15	EA	$ 850.00	$ 12,750.00			
15	0241.095 - Salvage Water Meter	2	EA	$ 850.00	$ 1,700.00			
16	0241.096 - Remove Concrete Water Vault	2	EA	$ 900.00	$ 1,800.00			
52	0241.010 - Grout Fill 6" Utility Line	1604	LF	$ 12.00	$ 19,248.00			
53	0241.011 - Grout Fill 8" Utility Line	271	LF	$ 20.00	$ 5,420.00			
54	0241.029 - Remove 6" Utility Line	1626	LF	$ 35.00	$ 56,910.00			
55	0241.030 - Remove 8" Utility Line	1307	LF	$ 37.00	$ 48,359.00			
56	0241.050 - Remove 4' Utility Manhole	14	EA	$ 3,000.00	$ 42,000.00			
57	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	$ 25,000.00	$ 25,000.00			
				ABANDONMENT TOTAL	*$ 616,709.00*	*Abandonment W/SUA#1*		*$ 616,709.00*
92				Materials On Hand:	$ -			
SUA #1	AUTHORIZED CHANGE ORDERS ITEMS							
CCO1.1	(Item 27) 30" Casing by Other Than Open Cut		LF	$ 700.00		10	$ 7,000.00	
CCO2.1	(Item 22) Sodding		SY	$ 7.00		-2861	$ (20,027.00)	
CCO2.2	3314.142 - 8" PVC Water Pressure Pipe		LF	$ 340.00		935	$ 317,900.00	
CCO2.3	3314.146 - 12" PVC Water Pressure Pipe		LF	$ 236.00		-804	$ (189,744.00)	
CCO2.4	3471.001 - Traffic Control		MO	$ 15,000.00		4	$ 60,000.00	
CCO2.5	0241.054 - Remove Utility Junction Structure (Lift Station)		EA	$ 25,000.00		1	$ 25,000.00	
CCO2.6	3201.007 - Flexible Paving Repair for Utility Trench		SY	$ 140.00		-251	$ (35,140.00)	
CCO2.7	3201.013 - Concrete Paving Repair for Utility Trench*		SY	$ 220.00		-362	$ (79,640.00)	
CCO2.8	3293.017 - Sodding		SY	$ 7.00		-951	$ (6,657.00)	
CCO3.1	(New Item) Incentive for Early Completion		DAY	$ 2,000.00		55	$ 110,000.00	
							$ 188,692.00	
				TOTAL CONSTRUCTION AND ABANDOMENT	**$ 9,637,738.00**	**C & A W/SUA#1**	**$ 188,692.00**	**$ 9,826,430.00**
ENGINEERING AND ROW ACQUISITION SERVICES								
	Property Acquisition Consultant Services				$ -		No Change	
	Engineering Contract				$ 766,715.87		No Change	
	3rd Party Inspection (Raba Kisnter)						$ 262,500.00	
				TOTAL ENGINEERING AND ROW ACQUISITION SERVICES	**$ 766,715.87**		**$ 262,500.00**	**$ 1,029,215.87**

CONSTRUCTION - ORIGINAL ESTIMATED							SUA #1		
BID ITEM	Description	Quanity	Unit	Unit Cost	Estimated Costs		Qty Change	Estimated Costs	Revised Estimate
	EASEMENT COSTS								
	Easement Costs				$ 1,881,852.60			$ 2,325,466.09	
	3rd Party Attorney Fees							$ 132,187.36	
				TOTAL EASEMENT COSTS	**$ 1,881,852.60**			$ 2,457,653.45	$ 2,457,653.45
	CITY STAFF LABOR								
	City Staff Labor				$ 412,436.09		No Change		
	City Staff 42% Labor Burden							$ 173,223.16	
				TOTAL CITY STAFF LABOR	**$ 412,436.09**			$ 173,223.16	$ 585,659.25
				TOTAL ESTIMATED PROJECT COSTS	**$ 12,698,742.56**		**Total Estimated W/SUA#1**		**$ 13,898,958.57**
				BETTERMENT RATIO OF 0%	**$ -**				
				ESTIMATED UTILITY REIMBURSEMENT	**$ 12,698,742.56**				
				REIMBURSEMENT REQUESTED TO DATE:	**$ 9,106,599.56**				
				ESTIMATED AMOUNT REMAINING:	**$ 3,592,143.00**				

Mountain Cascade Construction cost. Water/Wastewater

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

SECTION 00 42 43 - UNIT PRICE BID FORM

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)
IFB: 7968-003

From: Mountain Cascade of Texas, LLC
5340 East US Highway 67
Alvarado, TX 76009
Andrew L. McCulloch
817-783-3094
Contact Email amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
		CSJ 087 WATER IMPROVEMENTS -UNIT I				
1	01 70 00	0170.001 - Mobilization	1	EA	$ 1,000,000.00	$ 1,000,000.00
2	02 41 14	0241.011 - Grout Fill 8" Utility Line	227	LF	$ 20.00	$ 4,540.00
3	02 41 14	0241.013 - Grout Fill 12" Utility Line	916	LF	$ 21.00	$ 19,236.00
4	02 41 14	0241.016 - Grout Fill 16" Utility Line	108	LF	$ 33.00	$ 3,564.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	$ 45.00	$ 1,125.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	$ 35.00	$ 5,250.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	$ 37.00	$ 59,385.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	$ 35.00	$ 194,530.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	$ 37.00	$ 91,242.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	$ 700.00	$ 11,900.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	$ 750.00	$ 2,250.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	$ 800.00	$ 8,800.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	$ 850.00	$ 1,700.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	$ 850.00	$ 12,750.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	$ 850.00	$ 1,700.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	$ 900.00	$ 1,800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	$ 140.00	$ 189,840.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	$ 220.00	$ 199,100.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	$ 250.00	$ 4,250.00
20	32 93 00	3293.015 - Topsoil	581	CY	$ 10.00	$ 5,810.00
21	32 93 00	3293.016 - Seeding	12,863	SY	$ 2.00	$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,861	SY	$ 7.00	$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	$ 1.00	$ 9,404.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	$ 500.00	$ 108,500.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	$ 570.00	$ 652,080.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	$ 430.00	$ 162,970.00
27	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	$ 700.00	$ 327,600.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	$ 110.00	$ 23,870.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	$ 150.00	$ 228,450.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	$ 220.00	$ 8,800.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	$ 340.00	$ 309,740.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	$ 236.00	$ 1,447,388.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	$ 3,500.00	$ 7,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	$ 4,000.00	$ 4,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	$ 4,500.00	$ 22,500.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	$ 55,000.00	$ 55,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	$ 65,000.00	$ 65,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	$ 4,000.00	$ 8,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	$ 5,500.00	$ 60,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	$ 7,500.00	$ 195,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	$ 19,000.00	$ 114,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	$ 7,800.00	$ 7,800.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	$ 9,000.00	$ 18,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	$ 9,500.00	$ 114,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	$ 12,000.00	$ 60,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	$ 19,000.00	$ 57,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	$ 25,000.00	$ 75,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	$ 8,500.00	$ 144,500.00
51	34 71 13	3471.001 - Traffic Control	1	MO	$ 15,000.00	$ 15,000.00
	ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE					
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF		$ -
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	$ 150.00	$ 70,200.00
	ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE					
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF		$ -
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	$ 250.00	$ 485,250.00
					TOTAL BID AMOUNT (Unit I):	**$ 6,721,077.00**
		CJS 087 WASTEWATER IMPROVEMENTS - UNIT II				
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	$ 12.00	$ 19,248.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	$ 20.00	$ 5,420.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	$ 35.00	$ 56,910.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	$ 37.00	$ 48,359.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	$ 3,000.00	$ 42,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	$ 25,000.00	$ 25,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	$ 140.00	$ 78,960.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	$ 220.00	$ 218,460.00

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	$ 45.00	$ 25,200.00
61	32 93 00	3293.015 - Topsoil	264	CY	$ 10.00	$ 2,640.00
62	32 93 00	3293.016 - Seeding	4,602	SY	$ 2.00	$ 9,204.00
63	32 93 00	3293.017 - Sodding	951	SY	$ 7.00	$ 6,657.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	$ 1.00	$ 4,263.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	$ 400.00	$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	$ 410.00	$ 133,660.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	$ 575.00	$ 86,250.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	$ 630.00	$ 630,630.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	$ 60.00	$ 12,060.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	$ 80.00	$ 20,160.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	$ 60.00	$ 28,560.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	$ 80.00	$ 47,920.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	$ 14,000.00	$ 238,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	$ 20,000.00	$ 40,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	$ 15,000.00	$ 45,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	$ 500.00	$ 20,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	$ 700.00	$ 20,300.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	$ 280.00	$ 61,880.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	$ 240.00	$ 20,400.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	$ 220.00	$ 31,680.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	$ 280.00	$ 366,800.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	$ 240.00	$ 530,640.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	$ 2,500.00	$ 20,000.00
					TOTAL BID AMOUNT (Unit II):	$ 2,916,661.00

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

ABOVE TOTALS (Unit I + Unit II)
$9,637,738.00

Attachment "B"
Accounting Method

☒ Not Applicable

☐ **Actual Cost Method of Accounting**

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

☐ Not Applicable

Estimated Start Date (mm/dd/yyyy): 08/07/2023, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 300

Estimated Completion Date (mm/dd/yyyy): 06/02/2024

Attachment "D"
Statement Covering Contract Work

☐ Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).

☒ The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).

☒ The Utility will use a consultant contract (verification of fee schedule is required).

☐ TxDOT will procure a utility engineering consultant.

City of Denton Staff & Kimley Horn design cost breakdown.

I-35 Project - City Staff Estimate

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	5000	$ 55.00	$ 275,000.00
	Admin(s)	3000	$ 45.00	$ 135,000.00
	Inspector(s)	15000	$ 40.00	$ 600,000.00
	Supervisor(s)	3828	$ 75.00	$ 287,100.00
Sum Total				$ 1,297,100.00

Water		
	RCSJ:0195-03-074, CCSJ:0195-03-071	
	Kimley Horn Contract	$ 576,195.88
	City Staff Time	$ 309,950.51
	RCSJ: 0195-03-091, CCSJ: 0195-03-087	
	Kimley Horn Contract	$ 534,685.25
	City Staff Time	$ 287,620.89
	RCSJ: 0195-02-079, CCSJ: 0195-02-074	
	Kimley Horn Contract	$ 504,837.65
	City Staff Time	$ 271,565.10
Wastwater		
	RCSJ:0195-03-074, CCSJ:0195-03-071	
	Kimley Horn Contract	$ 538,830.15
	City Staff Time	$ 289,850.53
	RCSJ: 0195-03-091, CCSJ: 0195-03-087	
	Kimley Horn Contract	$ 232,030.61
	City Staff Time	$ 124,815.21
	RCSJ: 0195-02-079, CCSJ: 0195-02-074	
	Kimley Horn Contract	$ 24,720.46
	City Staff Time	$ 13,297.77
	Kimley Horn Contract Subtotal	$ 2,411,300.00
	City Staff Time Subtotal	$ 1,297,100.00
Engineering and City Staff Time Total (Shown as a percentage of construction)		$ 3,708,400.00

Design Contract, Rate sheets

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Docusign City Council Transmittal Coversheet

PSA	6590-095
File Name	IH-35 FROM IH-35E-35W SPLIT TO MILAM ROAD
Purchasing Contact	Crystal Westbrook
City Council Target Date	December 17, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-2461

Water		
RCSJ:0195-03-074, CCSJ:0195-03-071		
Kimley Horn Contract	$	576,195.88
City Staff Time	$	309,950.51
RCSJ: 0195-03-091, CCSJ: 0195-03-087		
Kimley Horn Contract	$	534,685.25
City Staff Time	$	287,620.89
RCSJ: 0195-02-079, CCSJ: 0195-02-074		
Kimley Horn Contract	$	504,837.65
City Staff Time	$	271,565.10
Wastwater		
RCSJ:0195-03-074, CCSJ:0195-03-071		
Kimley Horn Contract	$	538,830.15
City Staff Time	$	289,850.53
RCSJ: 0195-03-091, CCSJ: 0195-03-087		
Kimley Horn Contract	$	232,030.61
City Staff Time	$	124,815.21
RCSJ: 0195-02-079, CCSJ: 0195-02-074		
Kimley Horn Contract	$	24,720.46
City Staff Time	$	13,297.77
Kimley Horn Contract Subtotal	$	2,411,300.00
City Staff Time Subtotal	$	1,297,100.00
Engineering and City Staff Time Total (Shown as a percentage of construction)	$	3,708,400.00

DS

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC. with its corporate office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: IH-35 from I-35E-35W Split to Milam Road (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 ENGIFNEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $2,396,300 in the manner and in accordance with the fee schedule as set forth in Attachment B. 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 D.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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 D to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

Amendments to Section 4, if any, are included in Attachment C.

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

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

(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 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

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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: F4C51794-671E-4118-A387-7F101AAFE3E4

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: F4C51794-671E-4118-A387-7F101AAFE3E4

f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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 D to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

Amendments to Section 5, if any, are included in Attachment C.

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 D.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

Amendments to Section 6, if any, are included in Attachment C.

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: F4C51794-671E-4118-A387-7F101AAFE3E4

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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.

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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

P. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C - Amendments to Standard Agreement for Engineering Services
Attachment D - Project Schedule
Attachment E - Location Map

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
B77CC711DA8B454...
City Manager

Date: 12/18/2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc.

DocuSigned by:
Scott Arnold
B4B5A000061EE4E9...
Scott Arnold, P.E.
Vice President

Date: 11/30/2020

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

DocuSigned by:
Terrance Naulty
B6F33138108947B...
Signature

Interim Director Water/Wastewater
Title

Water/Wastewater Utilties
Department

Date Signed: 11/30/2020

2020-693363
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn 4B07083TB47AA438...

ATTEST:
CITY SECRETARY

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

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM).

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

> The relocations of approximately 31,000 linear feet of 20-inch through 6-inch water main, 11,500 linear feet of 4-inch through 8-inch sanitary sewer force main, two sanitary sewer lift stations, and 6,500 linear feet of 8-inch through 10-inch gravity sanitary sewer line from the split/merger of I-35E and I-35EW to Milam Road in north Denton. There are approximately 4,000 linear feet of proposed trenchless bores/tunneling. The relocations are necessary due to the CSJ 0195-03-087, 0195-03-090, and 0195-02-0074 I-35 CSJ road widening and improvements projects planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross City or TxDOT ROW. This project is 100% reimbursable, excluding any betterments.

ENGINEER's scope of services is as follows:

IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35W (South of Split) - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

IH-35- LIFT STATION-RELOCATIONS (Barthold-Cowboys and Love's)

- Task 13 – Lift Station Preliminary Engineering Report (PER)
- Task 14 – Lift Station Preliminary and Final Design
- Task 15 – Lift Station Bid Phase Services
- Task 16 – Lift Station Construction Phase Services

Task 1 – DESIGN MANAGEMENT

A. Project Management

1. Develop project communication plan.
    a. Develop project contact list.
    b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 36 months is assumed.
    c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
    a. Prepare for and attend kickoff meeting.
    b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
    a. Prepare and execute up to seven (7) subconsultant agreements.

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

1. Data Collection and Record Research
    b. Assemble and log available existing survey and topographic data provided by City and TxDOT.
    c. Gather existing aerial photographs.
    d. Gather existing water, sanitary sewer, and storm sewer record drawings.
    e. Gather existing paving plans.
    f. Gather existing development plans.
    g. Gather existing plat information.
    h. Collect property owner and record information
    i. Gather existing right-of-way and easement information.
    j. Gather existing franchise utility record information.
    k. Gather available lift station PER's, sewer shed basin studies, and historical flows

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

2. Site Investigation
    a. Walk general alignment.
    b. Document alignment corridor with photographs.
    c. Note visible potential alignment, conflicts and issues.
3. Data Review with City
    a. Meet with City to review accuracy of record information.
    b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alignment Technical Memorandum.

1. Analysis of alignments indicating merits and challenges for each, and including the following considerations:
    a. Easement acquisition schedule and cost impacts.
    b. Existing development impacts.
    c. Existing potential horizontal and vertical conflicts.
    d. Accessibility for maintenance.
    e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN

A. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. Subsurface exploration including up to twenty-three (23) sample bores varying 10 to 40 feet depending upon location.

b. Laboratory tests for classification purposes and strength characteristics.

c. Engineering services that address the following:

i. soil and groundwater conditions

ii. Comments on general excavatability of soils and shale encountered

iii. Recommendations for pipe installation, including bedding and backfill

iv. Recommendations for tunneling operations

v. Recommendations for vault and wet well foundation type and allowable loading

vi. Recommendations for lateral pressures for structural design

2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

B. Cathodic Protection System

1. Document Review

a. Review the water line alignment (portion of the 16-inch waterline from Hwy 77 to Milam (approximately 16,000 linear feet) with respect to crossings of foreign pipelines and paralleling utility systems. Existing cathodic protection systems and locations of foreign line test stations will be identified. Foreign pipeline crossings will be considered.

b. Evaluate the water line alignment for possible induced AC interference and the need for protection under fault conditions.

2. Cathodic Protection Field Survey

a. Obtain soil resistivity measurements at intervals not to exceed 1,000 feet using ASTM G-57-95. The measurements will be taken to depths of 5, 10, and 15 feet.

b. Test soil samples for moisture content, pH, chloride ion and conductivity. Water samples will be similarly tested with the addition of sulfate ions.

c. Create dimensional field sketches of possible locations for cathodic protection anodes. Locations of secondary AC service and sites for the installation of power supplies will be noted.

3. Data Analysis and Lab Work

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. Evaluate soil resistivity test data including the use of Barnes Layer techniques for determining resistivities of the soil layer where proposed water line is to be installed.

b. Soil samples will be tested in the laboratory for moisture content, pH, chloride ion concentration, sulfide ion concentration and conductivity. Water samples will be similarly tested, with the exception of moisture content. Sulfate ion concentrations will be determined for water samples as well.

c. Tabulate and analyze AC and DC interference test data using computer models.

d. Compile data and analyze the conditions for galvanic and electrolytic corrosion along the proposed pipeline route.

4. Corrosion Protection Design

   a. Corrosion protection and AC/DC interference mitigation requirements will be defined for 2 pipe types (concrete pressure pipe and ductile iron pipe) for the proposed water line. Design criteria will include minimizing the impact of the sever soil stresses in the area, and a preference for sacrificial anode versus impressed current cathodic protection. Specific design deliverables will include:

      i. Prepare recommendations for protective coatings based upon AWWA standards for the proposed water line.

      ii. Prepare a report that documents test data, analysis and an opinion of probable construction cost for cathodic protection and interference control systems, and drawings and technical specifications which will be included in the construction contract documents.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to ten (10) level A testholes or "locates" of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.

2. This task assumes that SUE data will be available from TxDOT and may be relied upon for design.

D. Preliminary Waterline and Sanitary Sewer Line Design

1. Visit the site to perform field verification of the survey.

2. Preliminary plan and profile drawings preparation for approximately 32,000 linear feet of 20-inch through 6-inch water main, 12,000 linear feet of 4-inch through 8-inch sanitary sewer force main, and 6,500 feet of 8-inch through 10-inch gravity sanitary sewer line.

   a. Prepare (22"x34") plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.

c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.

d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.

e. Prepare preliminary water line details, including connection details.

f. Provide design for supply meter vault to Upper Trinity Water District (UTRWD) on Milam Road and the Pressure Reducing Valve Vault including electrical and SCADA design.

    a. Plan Profile/Section Views

    b. Electrical Design Drawings:

        i. General Sheets (legend, general notes)

        ii. Site Plan and Elevation

        iii. One-Line Diagram

        iv. Instrumentation Symbols and Legend

g. Provide Sequencing notes for shutdown and connection sequencing plans.

h. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.

i. Perform one (1) site visit to verify preliminary design.

3. Preliminary Traffic Control and Detour Plan Preparation.

    a. City and TxDOT typical traffic control details will be included as required.

4. Franchise Utility Coordination

    a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.

    b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.

5. Prepare preliminary general notes and details, including City Standard Details where applicable.

6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.

7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. U.S. Army Corp of Engineer's Nationwide Permit 12 Memo (USACE NWP 12)

1. Engineer will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met by the owner.
    - The memo will include, at a minimum, the following information:
    - Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;
    - Site visit photographs to document existing/preconstruction conditions;
    - A copy of the NWP 12 permit language with General Conditions;
    - State Water Quality Certifications and Conditions;
    - NWP Regional Conditions for Texas;
    - Cultural Resources information from readily available databases; and
    - Threatened and Endangered Species information from readily available databases.

F. Deliverables

1. Preliminary design submittal (60%)
    a. Submit four (4) copies to City for review and comment.
    b. Submittal shall include the following:
        i. Preliminary design plans (22"x34")
        ii. Preliminary technical specifications (table of contents)
        iii. Geotech report
        iv. Soil Resistivity Report
        v. NWP 12 Memo
        vi. Opinion of probable construction cost

G. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
    a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate cathodic protection study, details and technical specifications.
5. Incorporate details and technical specifications.
6. Include structural plans/details for meter vault and PRV vault.
7. Prepare surface repair sheets and details as necessary.
8. Prepare final abandonment layout sheet and letter for TxDOT submittal.
9. Prepare Project Manual using City Standard Construction Contract Documents.

B. Deliverables:

1. Final Design Submittal (95%)
    a. Submit four (4) copies to the City for review and comment.
    b. Submittal shall include the following:
        i. Final design drawings
        ii. Final design project manual
        iii. Opinion of probable construction cost

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
    a. Submit four (4) copies to the City for bidding.
    b. Submittal shall include the following:
        i. Bid drawings
        ii. Bid project manual
        iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
    a. Preparation of addenda and delivery to City for distribution to plans holders.
    b. Responses to questions submitted by plans holders.
    c. Attend bid opening facilitated by City.
    d. Preparation of bid tabulation.
    e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
    a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
        i. Provide up to four (4) sets to City for execution.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
    a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
    a. Visit the construction site up to thirty (30) times during construction to perform construction observation. 18 months construction time is assumed.
    b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
    c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
    d. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
    a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
    a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
    a. Recommend change orders to City, as appropriate.
    b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to fifty (50) shop drawings.

7. Substitutes and "or-equal"

   a. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

   b. Provide recommendations to City

8. Inspections and Tests

   a. Review certificates of inspections and tests within ENGINEER's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

   a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

    a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.

       i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
    a. (1) Mylar hardcopy full-size (22"x34")
    b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.
3. The ENGINEER will coordinate with TxDOT's Utility Coordinator to determine resolution of conflict matrix.

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Utility and Property Owner Coordination
    a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
    b. Coordinate with Engineer Real Estate Agent on Right of Entries for up to fifty-five (55) parcels.
2. Design Survey

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35, and along various crossings as shown on the Project Location Map. The topographic survey will be approximately 36,000 linear feet.

b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.

c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.

d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:

   i. Property pins

   ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.

   iii. Lane Striping (where applicable)

   iv. Driveways

   v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control

   vi. Culverts and bridges

   vii. Guardrail

   viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities

   ix. Traffic signal poles, cabinets, and other signal equipment

   x. Signs (excluding temporary signs)

   xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)

   xii. Buildings

   xiii. Retaining walls

   xiv. Fence limits and material types

   xv. Other applicable physical features that could impact design:

      a) Field ties to the existing edge of pavement on Interstate Hwy 35.

      b) Field sketches of utility manholes and structures.

      c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to fifty-five (55) permanent water line easements and up to fifty-five (55) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

Task 11 – EASEMENT ACQUISTION SERVICES

A. Easement Acquisition Services

ENGINEER will coordinate with the Real Estate Agent to aid in property acquisition services for up to two (2) hours per parcel.

ENGINEER will perform the following services for this task:

1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to fifty-five (55) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. ENGINEER's Real Estate Agent shall engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up fifty-five (55) parcels.
3. Provide property negotiation services for up to fifty-five (55) parcels for the proposed line as follows:
    a. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
    b. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.

c. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.

d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.

4. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.

5. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.

6. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.

7. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.

8. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

a. I-35 (from I-35E/I-35W split to south Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.

b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.

c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

a. Meeting notes and action items for each attending party from the coordination efforts.

b. Conceptual map identifying conflicts and conceptual OPCC.

Task 13 – LIFT STATION PRELIMINARY ENGINEERING REPORT

A. Prepare Preliminary Engineering Report (PER) for Lift Station Relocations

1. This task assumes that both the Border-Cowboy Lift Station on Barthold Road and the Love's Lift Station on Milam Road are in direct conflict with proposed TxDOT ROW and road widening and will need to be relocated. The following tasks will be performed:

2. Prepare and Submit a Preliminary Engineering Report per the City's specifications for review including:

    a. Lift Station Capacity

    b. System and Pump Curves

    c. Wet Well Sizing

        1. Sized to accommodate existing flows and/or original PER

        2. No additional sewer basin analysis is included in this task

    e. Site Access and Security per TCEQ

    f. Flood Protection

    h. Emergency Power (portable)

B. Deliverables

a. Digital .PDF copy of draft and final technical memorandum.

C. Meetings

a. Conduct one (1) review meeting with City.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

b. Revise PER based on City comments.

Task 14 – LIFT STATION PRELIMINARY AND FINAL DESIGN

A. Preliminary Lift Station Design

1. Prepare a preliminary site layout, including drainage, paving, yard piping and station configuration (for each lift station).
2. Prepare electrical site layout
3. Coordination with primary electric provider for design
4. Prepare a preliminary lift station design including:
    a. Average and peak flow confirmation
    b. Hydraulic analysis
    c. Internal piping and valve layout
    d. Lift station cross-sections
5. Submit preliminary design to the City for review and comment.

B. Final Lift Station Design

1. Prepare engineering plan sheets and specifications in accordance with the preliminary design and for permitting and processing.

2. The plans will include (for each lift station):
    i. Civil sheets: general notes, site plan, grading plan, piping plan, security fence details, lift station mechanical plans and details
    ii. Electrical sheets: general notes, site plan, grounding layout, section and elevations, one-line diagram, pump control schematic, SCADA layout, portable generator connection, and electrical details.
    iii. Structural sheets: general notes, structural details for wet well, valve vault, meter vault (if required) and slab-on-grade and specifications.

3. Specifications shall include technical specifications for materials and installation of the proposed facilities.

C. Deliverables

1. Preliminary design submittal (60%)
    a. Submit four (4) copies to City for review and comment.
    b. Submittal shall include the following:
        vii. Preliminary design plans (22"x34")
        viii. Preliminary technical specifications (table of contents)
        ix. Opinion of probable construction cost.
2. Final design submittal (90%)
    c. Submit four (4) copies to City for review and comment.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

d. Submittal shall include the following:

x. Preliminary design plans (22"x34")

xi. Preliminary technical specifications (table of contents)

xii. Opinion of probable construction cost

D. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 15 – LIFT STATION BID PHASE SERVICES

This task assumes the lift stations to be bid as one bid package with the utility relocations. The services shown below will be performed concurrently with Task 6.

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:

f. Preparation of addenda and delivery to City for distribution to plans holders.

g. Responses to questions submitted by plans holders.

h. Attend bid opening facilitated by City.

i. Preparation of bid tabulation.

j. Preparation of recommendation of award letter.

4. Conformance plans and specifications

b. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.

ii. Provide up to four (4) sets to City for execution.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

This task assumes the lift stations to be constructed concurrently with the utility relocations. The services shown below are similar to Task 7.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

A. Construction Phase Services

1. Pre-Construction Conference

    b. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site

2. Site Visits

    e. Visit the construction site up to two (2) times during construction to perform construction observation. 18 months construction time is assumed.

    f. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.

    g. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

    h. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.

3. Recommendations with Respect to Defective Work

    b. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Clarifications and Interpretations

    b. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

    c. Recommend change orders to City, as appropriate.

    d. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

b. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to twenty (20) shop drawings.

7. Substitutes and "or-equal"

   c. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

   d. Provide recommendations to City

8. Inspections and Tests

   b. Review certificates of inspections and tests within ENGINEER's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

   b. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

    c. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.

       ii. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

d. Compile punch list from information gathered during final walkthrough with City and Contractor.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering'" after bidding
- Multiple bid packages
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed $2,396,300** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-16 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **$2,396,300**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

Utility Relocations:

• Task 1 – Design Management		$73,000
• Task 2 – Alignment Study		$106,000
• Task 3 – Preliminary Design		$469,200
• Task 4 – Final Design		$203,300
• Task 5 – Construction Contract Documents		$41,700
• Task 6 – Bid Phase Services		$30,500
• Task 7 – Construction Phase Services		$146,000
• Task 8 – Record Drawings Preparation		$35,100
• Task 9 – Permitting		$81,000
• Task 10 – Survey and Easements		$269,000
• Task 11 – Easement Acquisition Services		$747,900
• Task 12 – Conflict Analysis		$25,000
	Subtotal:	$2,227,700

Lift Station Relocations:

• Task 13 – Lift Station Preliminary Engineering Report (PER)		$35,200
• Task 14 – Lift Station Preliminary and Final Design		$104,300
• Task 15 – Lift Station Bid Phase Services		$6,300
• Task 16 – Lift Station Construction Phase Services		$22,800
	Subtotal:	$168,600
	Grand Total	**$2,396,300**

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "C"

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

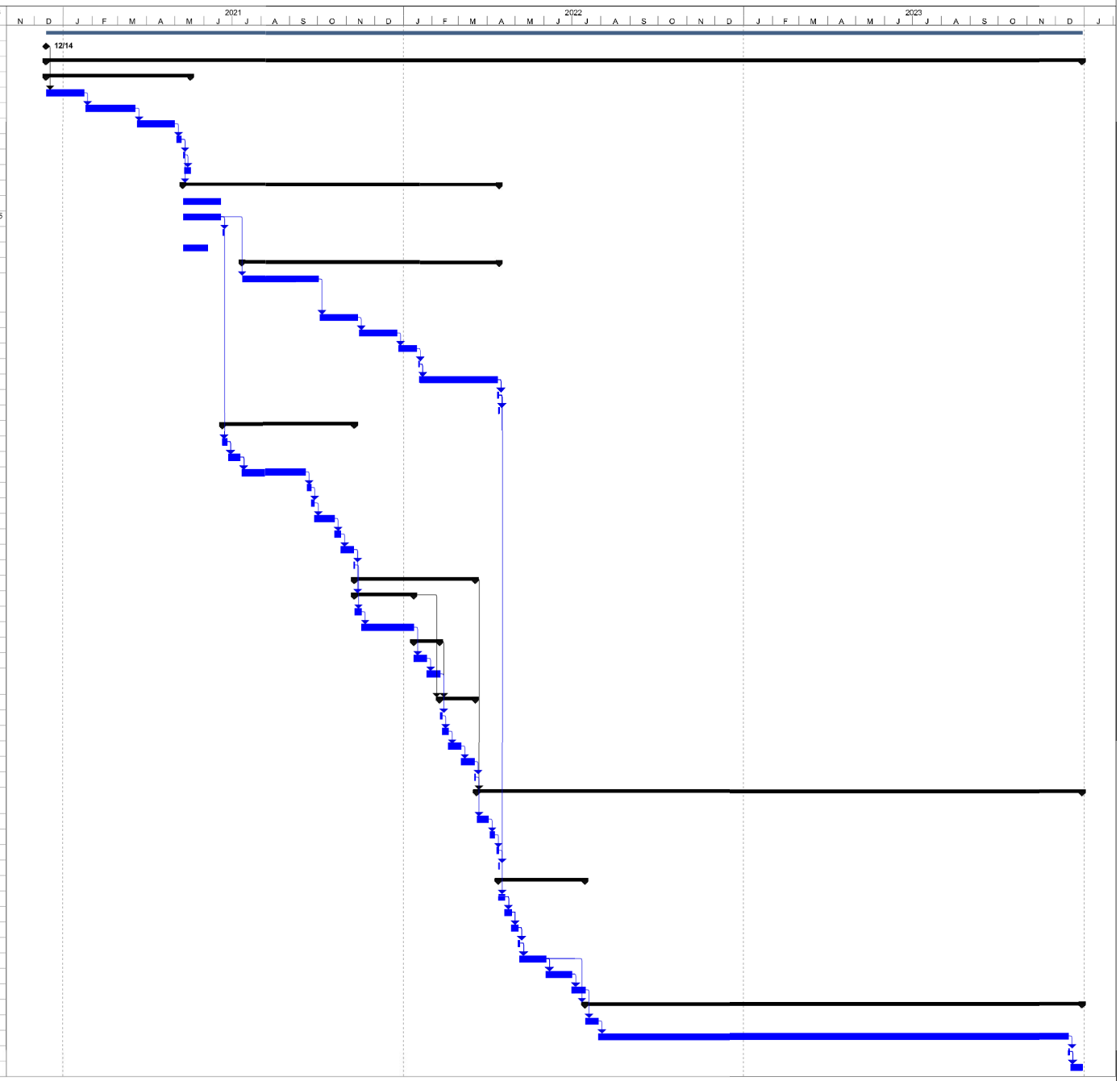
IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

No modifications to the Standard Agreement are necessary for this project.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Attachment D - I-35 - City of Denton - Utility Relocations
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predec	Successors
1	**I-35-Denton - Utility Relocations**					
2	Notice to Proceed	0 days	Mon 12/14/20	Mon 12/14/20		5
3	**I-35-DENTON-UTILITY-RELOCATIONS**	**795 days**	**Mon 12/14/20**	**Fri 12/29/23**		
4	**Alignment Study**	**111 days**	Mon 12/14/20	**Mon 5/17/21**		
5	Data Collection	6 wks	Mon 12/14/20	Fri 1/22/21	2	6
6	Alignment Study Memorandum	8 wks	Mon 1/25/21	Fri 3/19/21	5	7
7	QAQC/TxDOT Cordination	6 wks	Mon 3/22/21	Fri 4/30/21	6	8
8	City Review	1 wk	Mon 5/3/21	Fri 5/7/21	7	11,9
9	Review Meeting	1 day	Mon 5/10/21	Mon 5/10/21	8	10
10	Revise Memorandum	1 wk	Tue 5/11/21	Mon 5/17/21	9	
11	**Preliminary Design**	**243 days**	Mon 5/10/21	**Wed 4/13/22**	8	
12	Geotechnical Investigation	6 wks	Mon 5/10/21	Fri 6/18/21		
13	Survey	6 wks	Mon 5/10/21	Fri 6/18/21		14,17FS+15
14	Preliminary Site Visit	2 days	Mon 6/21/21	Tue 6/22/21	13	
15	Subsurface Utility Engineering (SUE)	4 wks	Mon 5/10/21	Fri 6/4/21		
16	**Easement Acquisition**	**198 days**	**Mon 7/12/21**	**Wed 4/13/22**		
17	Receive Easement Docs/Metes & Bounds and Receive City Approval	3 mons	Mon 7/12/21	Fri 10/1/21	13FS+1 days	18
18	Appraisal and Approval	30 days	Mon 10/4/21	Fri 11/12/21	17	19
19	Initial Offer Letter	30 days	Mon 11/15/21	Fri 12/24/21	18	20
20	Final Offer Letter	15 days	Mon 12/27/21	Fri 1/14/22	19	21
21	Final Negotiation Period	1 day	Mon 1/17/22	Mon 1/17/22	20	22
22	Condemnation	3 mons	Tue 1/18/22	Mon 4/11/22	21	23
23	Closing	1 day	Tue 4/12/22	Tue 4/12/22	22	24,54
24	Possession	1 day	Wed 4/13/22	Wed 4/13/22	23	
25	**Preliminary Plans**	**102 days**	**Mon 6/21/21**	**Tue 11/9/21**		
26	Breakdown Survey	1 wk	Mon 6/21/21	Fri 6/25/21	13	27
27	General Sheets	2 wks	Mon 6/28/21	Fri 7/9/21	26	28
28	Civil Sheets	10 wks	Mon 7/12/21	Fri 9/17/21	27	29
29	Prepare OPCC	4 days	Mon 9/20/21	Thu 9/23/21	28	30
30	Site Visit	2 days	Fri 9/24/21	Mon 9/27/21	29	31
31	QA/QC	3 wks	Tue 9/28/21	Mon 10/18/21	30	32
32	Revisions	1 wk	Tue 10/19/21	Mon 10/25/21	31	33
33	City Review	2 wks	Tue 10/26/21	Mon 11/8/21	32	36,34
34	Review Meeting	1 day	Tue 11/9/21	Tue 11/9/21	33	37
35	**Final Design**	**93 days**	**Wed 11/10/21**	**Fri 3/18/22**		**48**
36	**Prepare Plans**	**45 days**	**Wed 11/10/21**	**Tue 1/11/22**	33	**42**
37	General Sheets	1 wk	Wed 11/10/21	Tue 11/16/21	34	38
38	Civil Sheets	8 wks	Wed 11/17/21	Tue 1/11/22	37	40
39	**Project Manual**	**20 days**	**Wed 1/12/22**	**Tue 2/8/22**		**42**
40	City Standard Specifications	2 wks	Wed 1/12/22	Tue 1/25/22	38	41
41	Non-Standard Technical Specifications	2 wks	Wed 1/26/22	Tue 2/8/22	40	43
42	**90% Submittal**	**28 days**	**Wed 2/9/22**	**Fri 3/18/22**	36,39	
43	OPCC	2 days	Wed 2/9/22	Thu 2/10/22	41	44
44	QA/QC	1 wk	Fri 2/11/22	Thu 2/17/22	43	45
45	Revisions	2 wks	Fri 2/18/22	Thu 3/3/22	44	46
46	City Review	2 wks	Fri 3/4/22	Thu 3/17/22	45	47
47	Review Meeting	1 day	Fri 3/18/22	Fri 3/18/22	46	49
48	**Project Manual Doc Preparation, Bidding and Construction**	**465 days**	**Mon 3/21/22**	**Fri 12/29/23**	35	
49	Plan Revisions	2 wks	Mon 3/21/22	Fri 4/1/22	47	50
50	Project Manual Revisions	1 wk	Mon 4/4/22	Fri 4/8/22	49	51
51	Final OPCC	2 days	Mon 4/11/22	Tue 4/12/22	50	52
52	Construction Doc Submittal	1 day	Wed 4/13/22	Wed 4/13/22	51	
53	**Bidding**	**67 days**	**Wed 4/13/22**	**Thu 7/14/22**		
54	Advertisement 1	1 wk	Wed 4/13/22	Tue 4/19/22	23	55
55	Pre-Bid Meeting	1 wk	Wed 4/20/22	Tue 4/26/22	54	56
56	Advertisement 2	1 wk	Wed 4/27/22	Tue 5/3/22	55	57
57	Bid Opening/Tabulation/Award Rec	2 days	Wed 5/4/22	Thu 5/5/22	56	58
58	PUB Recommendation	4 wks	Fri 5/6/22	Thu 6/2/22	57	61,59
59	Council Award	4 wks	Fri 6/3/22	Thu 6/30/22	58	60
60	Contract Doc Execution	2 wks	Fri 7/1/22	Thu 7/14/22	59	62
61	**Construction**	**381 days**	**Fri 7/15/22**	**Fri 12/29/23**	58	
62	Preconstruction Meeting	2 wks	Fri 7/15/22	Thu 7/28/22	60	63
63	Construction	18 mons	Fri 7/29/22	Thu 12/14/23	62	64
64	Final Walk Through	1 day	Fri 12/15/23	Fri 12/15/23	63	65
65	Record Drawings	2 wks	Mon 12/18/23	Fri 12/29/23	64	



Project: 2018-04_100996-Clear-Fork_LS
Date: Fri 10/9/20

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Progress | Deadline

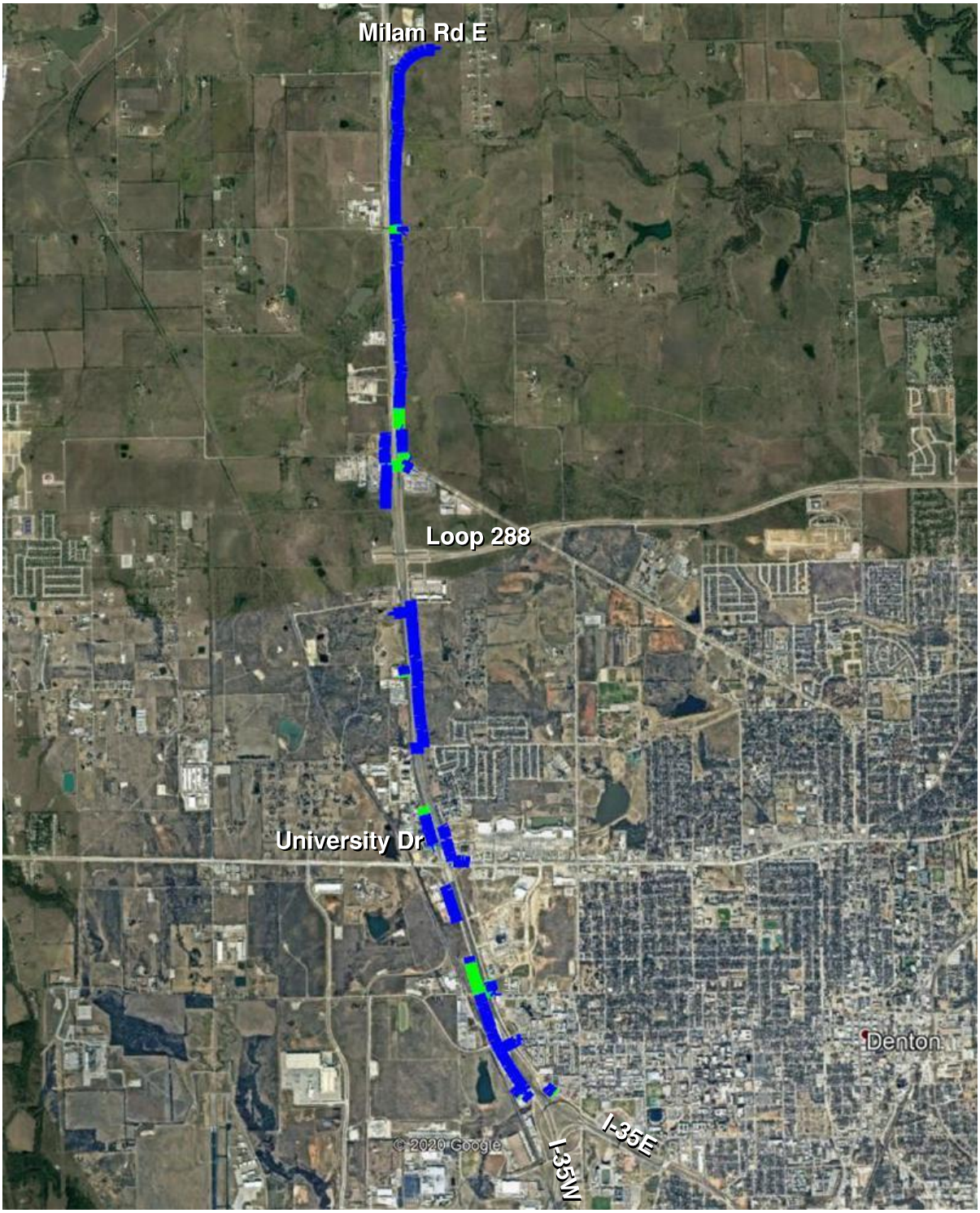
DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "E"

PROJECT LOCATION MAP

for

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)



DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 6590-095

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-095 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc. ("Engineer"); to that certain contract executed on December 17, 2020, in the original not-to-exceed amount of $2,396,300 (the "Agreement"); for services related to the IH-35 from I-35E-35W Split to Milam Road.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $15,000 with this Amendment for an aggregate not-to-exceed amount of $2,411,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the design of intersection improvements for the Small Transportation Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A" 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 $15,000.

2. This Amendment modifies the Agreement amount to provide an additional $15,000 for the additional services with a revised aggregate not to exceed total of $2,411,300.

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

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 Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 05/25/2021.

"City"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Crystal Westbrook 160CB6AB623F4F0...

CRYSTAL WESTBROOK, SENIOR BUYER

"Engineer"

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: Scott Arnold D1B5A80061EE4E9...

Vice President

AUTHORIZED SIGNOR, TITLE

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

DocuSigned by: Stephen D. Gay FEB48BB9726E4A9...

SIGNATURE

Stephen D. Gay

PRINTED NAME

Director, Water and Wastewater

TITLE

Water and Wastewater

DEPARTMENT

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)
Amendment Scope of Services

This is Amendment Number 01 to the Professional Service Agreement (6590-095) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on December 18, 2020.

Scope of Services

The CITY has requested that the ENGINEER perform additional services to analyze the sewer basin projected flows for potential development in the Milam Creek to Loop 288 area to evaluate and determine the appropriate size of sewer infrastructure needed to meet peak flows for the proposed developments.

Task 17 – Sewer Basin Planning

ENGINEER will perform the following additional services:

1. Data Collection

Perform data collection necessary for the determination of the appropriate size of sewer facilities needed to meet peak flow demands. The City is to provide the number and size of developments to perform the analysis on. Data collection shall include obtaining and organizing the following:

- Confirmation from City on development location and projected flows
- Existing sewer lines in the area that will serve the development.
- Current or future City projects in the Pecan Creek Basin that are increasing capacities in the sewer system

2. Sewer Basin Analysis and Estimated Costs

Analyze and evaluate the proposed sewer basins for up to two (2) options. ENGINEER will rely upon information provided by the City for reaching a point downstream in the Pecan Creek Basin that can handle the additional flow from proposed development. The ENGINEER will not be responsible for analyzing the existing flows in the Pecan Creek or Milam Creek Basins

- ENGINEER will develop a wastewater Capital Improvement Plan that identifies projects to be constructed including the following tasks:
    - Develop and utilize a costing methodology to provide opinions of probable construction costs for the two (2) options.

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

3. Technical Memorandum

Prepare a technical memorandum summarizing the finding of the analysis and recommendations which includes:

- Introduction
- List of Design Assumptions
- Existing and Proposed System Description
- Conclusion stating the overall findings of the analysis
- Appendix (Supporting Data and Calculations)

MEETINGS

The following is a list of meetings we anticipate will be required for the approval of the Sewer Basin Analysis.

- (1) Meeting with City staff to review and discuss design criteria and existing system information.
- (1) Meeting with City staff to discuss the Sewer Basin development and results of the analysis.

DELIVERABLES

Deliverables for the project will include:

- Three (3) copies of the technical memorandum

SCHEDULE

We will complete the services for Task 2-3 within 14 calendar days after completion of Task 1.

Compensation

The additional services described above will be accommodated by increasing the contract amount by $15,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	$73,000	-	$73,000
Task 2 – Alignment Study	$106,000	-	$106,000
Task 3 – Preliminary Design	$469,200	-	$469,200
Task 4 – Final Design	$203,300	-	$203,300
Task 5 – Construction Contract Documents	$41,700	-	$41,700
Task 6 – Bid Phase Services	$30,500	-	$30,500
Task 7 – Construction Phase Services	$146,000	-	$146,000

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

Task 8 – Record Drawings Preparation	$35,100	-	$35,100
Task 9 – Permitting	$81,000	-	$81,000
Task 10 – Survey and Easements	$269,000	-	$269,000
Task 11 – Easement Acquisition Services	$747,900	-	$747,900
Task 12 – Conflict Analysis	$25,000	-	$25,000
Task 13 – Lift Station Preliminary Engineering Report (PER)	$35,200	-	$35,200
Task 14 – Lift Station Prelim/Final Design	$104,300	-	$104,300
Task 15 – Lift Station Bid Phase Services	$6,300	-	$6,300
Task 16 – Lift Station Const. Phase Services	$22,800	-	$22,800
Task 17 – Sewer Basin Planning	-	$15,000	$15,000

Totals:	**$2,396,300**	**$15,000**	**$2,411,300**

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

_____

Title:_____

Date:_____

BY:
ENGINEER
Kimley-Horn and Associates, Inc

_____

Title: John Atkins, Vice President

Date:_____

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam)**
KHA No.	**0610240xx**
PM:	**Chris Igo**

Task Budget Summary

				Task 700	Task 888	
No.	**Task Name**	***Hours***	**Labor**	**Expenses**	**Office Exp.**	**Subtotal**
100	Design Mgmt	*248*	$ 54,000	$ 16,500	$ 2,500	$ 73,000
200	Align Routing-Esmt ID	*452*	$ 101,300		$ 4,700	$ 106,000
201	Prelim Design	*1,478*	$ 334,400	$ 119,400	$ 15,400	$ 469,200
202	Final Design	*873*	$ 194,300		$ 9,000	$ 203,300
203	Contract Docs	*200*	$ 39,800		$ 1,900	$ 41,700
204	Bidding Services	*131*	$ 29,100		$ 1,400	$ 30,500
205	CCA	*607*	$ 136,900	$ 2,800	$ 6,300	$ 146,000
206	Record Drawings	*158*	$ 33,500		$ 1,600	$ 35,100
207	Permitting	*345*	$ 77,400		$ 3,600	$ 81,000
208	Survey and Easements	*1,014*	$ 188,600	$ 71,700	$ 8,700	$ 269,000
209	Easement Acquisition	*180*	$ 41,900	$ 704,000	$ 2,000	$ 747,900
210	Conflict Analysis	*106*	$ 23,900		$ 1,100	$ 25,000
213	LS PER	*155*	$ 33,600		$ 1,600	$ 35,200
214	LS Prelim and Final Desi	*386*	$ 84,900	$ 15,400	$ 4,000	$ 104,300
215	LS Bidding	*26*	$ 6,000		$ 300	$ 6,300
216	LS CCA	*81*	$ 16,500	$ 5,500	$ 800	$ 22,800
217	Sewer Basin Planning	*61*	$ 14,000	$ 300	$ 700	$ 15,000
777	Contingency				$ -	
	TOTALS:	***6,501***	**$ 1,410,100**	**$ 935,600**	**$ 65,600**	**$ 2,411,300**

Subconsultant Summary

Task No.	**Task Name**	**Cost**	**Multiplier**	**Subtotal**

Project Budget Summary		
Labor:	**$**	**1,410,100**
Expenses:	**$**	**1,001,200**
TOTAL:	**$**	**2,411,300**

Water		
	CSJ 090	
	Kimley Horn Contract	$470,020
	City Staff Time	$252,836
	CSJ 087	
	Kimley Horn Contract	$572,112
	City Staff Time	$307,753
	CSJ 074	
	Kimley Horn Contract	$708,898
	City Staff Time	$381,335
Wastewater		
	CSJ 090	
	Kimley Horn Contract	$387,075
	City Staff Time	$208,217
	CSJ 087	
	Kimley Horn Contract	$245,742
	City Staff Time	$132,191
	CSJ 074	
	Kimley Horn Contract	$27,454
	City Staff Time	$14,768
	Kimley Horn Contract Subtotal	$2,411,300
	City Staff Time Subtotal	$1,297,100
Engineering and City Staff Time Total (Shown as a percentage of construction)		$3,708,400

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**54,000**
Expenses:	**$**	**16,500**
Allocation:	**$**	**2,500**
TOTAL:	**$**	**73,000**

Task Information	
Number:	**100**
Name:	**Design Mgmt**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
A. Kickoff Meeting		1	1	2	4								8	
Pepare for Kickoff Meeting		4	4	4	4								16	
Attend Kickoff Meeting			1	2	2								5	
Kick-off Meeting Notes														
			1	2									3	
B. Data Collection					10								10	
Record Drawings					10								10	
GIS Data (including aerials/LiDAR)					10								10	
Projects in Progress														
C. Sub-Agreements														
Geotech				1	3								4	
Survey				1	3								4	
SUE				1	3								4	
ROW				1	3								4	
Elect				1	3								4	
Structural				1	3								4	
D. Monthly Reporting														
Invoicing						36							36	
Reporting (Status/Schedule)				36	36								72	
Invoice to TxDOT				18	18	18							54	
Direct Expenses														$ 15,000
Subtotals:		5	7	70	112	54							248	$ 15,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**101,300**
Expenses:	**$**	**-**
Allocation:	**$**	**4,700**
TOTAL:	**$**	**106,000**

Task Information	
Number:	**200**
Name:	**Align Routing-Esmt ID**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Preliminary Investigation														
i) Data Collection and Record Research				12	12								24	
ii) Site Investigation			20	20	20								60	
iii) Data Review w/ City			8	8	8								24	
b) Prelim Property & ROW Investigation				50	100								150	
c) Alignment Tech Memo														
Memorandum Prep			4	4	16								24	
Easement Impacts			1	2									3	
Pavement Impacts			1	2									3	
OPCC			2	4	16								22	
Alignment Exhibit Preparation			2	40	60								102	
d) City Meeting Prep and Notes			4	6	8								18	
e) Tech Memo Revisions			2	8	12								22	
Subtotals:			44	156	252								452	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**334,400**
Expenses:	**$**	**119,400**
Allocation:	**$**	**15,400**
TOTAL:	**$**	**469,200**

Task Information	
Number:	**201**
Name:	**Prelim Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Preliminary Design														
i) Field Verification			16	16	16								48	
ii) Prelim WL/SS/RC Layout				10	10								20	
iii) Prelim WL/SS/RC Plans														
Cover Sheet				1	2								3	
Control Sheets (2)				2	4								6	
Overall WL Layout Sheet				1	6								7	
Overall SS Layout Sheet				1	6								7	
P&P (WL) ~ 40 sheets (.5/2/3/8)		20	80	120	320								540	
P&P (FM/SS) ~ 23 sheets (.5/2/4/8)		10	50	90	184								334	
iv) TCP			8	2	20								30	
v) Franchise Utility Coord				10	10								20	
vi) Gen Notes/Index/Legend				2	6								8	
vii) City Std Dtls				1	4								5	
viii) WL Connection Dtls				4	20								24	
ix) Prelim Tech Specs				4	20								24	
x) OPCC			2	4	30								36	
xi) deliverables			4	4	6								14	
xii) Meetings														
(1) Kickoff Meeting			4	4	4								12	
(2) On-Site Meeting			8	8	8								24	
(3) Prelim Plan Review Meeting			4	4	5								13	
b) design survey		see survey & easements task												
c) geotechnical engineering			2	4	8		Geotech - CMJ						14	$ 43,000
d) Subsurface Utility Engineering				2	4		SUE - Rios						6	$ 22,000
f) easement instruments (55)		See survey & easements task												
							Cathodic - V&A							$ 35,500
g) Tunnel/Bore Design			8	20	8								36	
h) Meter Vault Station Design			16	40	60		Electrical - BGD						116	$ 6,000
i) PRV Vault Design			8	20	30		Structural - Falkofske						58	$ 2,000
2.5 NWP 12 Memo			10	10	40								60	
QC and Review with Client			1	1	10								12	
Submit to Client					1								1	

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**334,400**
Expenses:	**$**	**119,400**
Allocation:	**$**	**15,400**
TOTAL:	**$**	**469,200**

Task Information	
Number:	**201**
Name:	**Prelim Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Subtotals:		30	221	385	842								1478	$ 108,500

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**194,300**
Expenses:	**$**	**-**
Allocation:	**$**	**9,000**
TOTAL:	**$**	**203,300**

Task Information	
Number:	**202**
Name:	**Final Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) final design														
i) incorporate city comments ~ 60 shts		20	60	120	300								500	
ii) OPCC (1 hour per sheet)			2	20	80								102	
iii) ECP & Dtls			4	8	40								52	
iv) Div 00 & 01			2	4	10								16	
v) Abandonment Sheets			2	10	20								32	
vi) Tech Specs			1	2	10								13	
vli) deliverables			2	4	10								16	
viil) City review meeting			4	4	4								12	
viii) Meter Station Design			10	30	60								100	
vilii) PRV Vault Design			4	6	20								30	
Subtotals:		20	91	208	554								873	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**39,800**
Expenses:	**$**	**-**
Allocation:	**$**	**1,900**
TOTAL:	**$**	**41,700**

Task Information	
Number:	**203**
Name:	**Contract Docs**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
i) Contract Docs														
Project Manual Revisions			4	16	60	20							100	
Bid Plan Revisions			4	16	60	20							100	
Subtotals:			8	32	120	40							200	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**29,100**
Expenses:	**$**	**-**
Allocation:	**$**	**1,400**
TOTAL:	**$**	**30,500**

Task Information	
Number:	**204**
Name:	**Bidding Services**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables				2	2								4	
b) Bid Assistance														
i) Addenda Prep			4	20	25								49	
ii) Question Responses			4	4	8								16	
iii) Bid Opening			4	4	4								12	
iv) Bid Tabulatoin				2		4							6	
v) Evaluatoin of bid results			2	2									4	
vi) Recommendation of award ltr				2	2								4	
c) conformance plans and specs			2	4	30								36	
Subtotals:			16	40	71	4							131	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**136,900**
Expenses:	**$**	**2,800**
Allocation:	**$**	**6,300**
TOTAL:	**$**	**146,000**

Task Information	
Number:	**205**
Name:	**CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5								Subtotal (Hrs)	Expenses ($)
a) Pre-con Conference			4	4	4									12	
b) site visits (30)			10	120	120									250	
c) shop drawings (assume 50)		4	10	50	100									164	
d) final walkthrough and punch list			8	8	8									24	
e) monthly meeting (18)			12	36	36									84	
Plan/Spec Interpretation - RFIs 20, 2hr ea		4	4	16	49									73	
							Structural - Falkofske								$ 500
							Electrical - BGD								$ 2,000
Subtotals:		8	48	234	317									607	$ 2,500

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**33,500**
Expenses:	**$**	**-**
Allocation:	**$**	**1,600**
TOTAL:	**$**	**35,100**

Task Information	
Number:	**206**
Name:	**Record Drawings**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Support Staff							Subtotal	
		P8	P7	P5	P3	N6							(Hrs)	Expenses ($)
Record Drawings Prep			4	30	120	4							158	
Subtotals:			4	30	120	4							158	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**77,400**
Expenses:	**$**	**-**
Allocation:	**$**	**3,600**
TOTAL:	**$**	**81,000**

Task Information	
Number:	**207**
Name:	**Permitting**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) TxDOT UIR Permit			2	20	20								42	
b) Coordinate Utility Agreement w/TxDOT			20	100	120								240	
c) Franchise Utility Coordination			1	20	42								63	
Subtotals:			23	140	182								345	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**188,600**
Expenses:	**$**	**71,700**
Allocation:	**$**	**8,700**
TOTAL:	**$**	**269,000**

Task Information	
Number:	**208**
Name:	**Survey and Easements**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Senior Tech Support CO4	Professional B5							Subtotal (Hrs)	Expenses ($)
Schematic Property Research				25	50								75	
Topographic Survey				120	333		Field Work - YPASurveying						453	$ 65,100
Easements (55)				80	376								456	
Coordinate ROEs				22	8								30	
Subtotals:				247	767								1014	$ 65,100

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**41,900**
Expenses:	**$**	**704,000**
Allocation:	**$**	**2,000**
TOTAL:	**$**	**747,900**

Task Information	
Number:	**209**
Name:	**Easement Acquisition**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Property Acquisition Subconsultant						Land Acquisition - Cobb								
Right of Entries (55)														$ 44,000
Title and Closing Services (55)														$ 27,500
Negotiation Services (55)														$ 247,500
Appraisal Service (Land Only) (40)														$ 171,000
Appraisal Service (Improved Property) (15)														$ 62,000
Appraisal Review (55)														$ 88,000
Sub Coordination			20	100	60								180	
Subtotals:			20	100	60								180	$ 640,000

CobbFendley Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	55	$880.00	$48,400.00
Title and Closing Services	55	$550.00	$30,250.00
Negotiation Services	55	$4,950.00	$272,250.00
Appraisal Service (Land Only)	45	$4,180.00	$188,100.00
Appraisal Service (Improved Property)	10	$6,820.00	$68,200.00
Appraisal Review Services	55	$1,760.00	$96,800.00
Engineer Assistance	170.5	$257.50	$43,900.00
		TOTAL SERVICES FEE	**$747,900.00**

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**23,900**
Expenses:	**$**	**-**
Allocation:	**$**	**1,100**
TOTAL:	**$**	**25,000**

Task Information	
Number:	**210**
Name:	**Conflict Analysis**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
Conflict Analysis														
1. Ultimate I35 Schematic review			2	10	20								32	
2. Utility conflict concpt layout I35														
5 conflicts			10	20	30								60	
Each conflict packet includes:														
A. conflict schematic														
B. easement ID														
C. schedule														
D. site visit														
F. OPCC														
3. I35 - conflict QA/QC (1 hr per packet)			2	9		3							14	
Subtotals:			14	39	50	3							106	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**33,600**
Expenses:	**$**	**-**
Allocation:	**$**	**1,600**
TOTAL:	**$**	**35,200**

Task Information	
Number:	**213**
Name:	**LS PER**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
Lift Station PER														
Hydraulic Analysis			1	6	20								27	
Pump Selection			1	6	12								19	
Wetwell Sizing				6	12								18	
TCEQ requirements				6	12								18	
Adress Comments				6	12								18	
Border Cowboy Site Selection				10	20								30	
Summary Report			1	4	20								25	
Subtotals:			3	44	108								155	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**84,900**
Expenses:	**$**	**15,400**
Allocation:	**$**	**4,000**
TOTAL:	**$**	**104,300**

Task Information	
Number:	**214**
Name:	**LS Prelim and Final Desi**
Task Mgr:	

Task Description and Budgeting

Task Descriptions: GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Lift Station Prelim Design (for (2) LS, 100 gpm and 250 gpm)					Structural - Falkofske								$ 4,000
2.2 Prelim Design Considerations													
Site Layout meeting with Client													
Meeting prep		4	4	16								24	
Attend meeting		8	8									16	
Document meeting results		4	4	16								24	
2.3 Prelim Design (Site Civil)													
Site visit - field verify survey and SUE			4	8								12	
LS site plan													
General sheets (2), cover, gen notes			4	10								14	
Dimension Control sheet (1)			4	6								10	
LS site plan sheet (1)			4	20								24	
LS grading plan sheet (1)			4	10								14	
LS details sheet (1) pumps and piping			4	16								20	
Ex LS Demolition sheet (1)			4	4								8	
Ex LS Site grading sheet (1)			4	20								24	
2.4 Sub Coordination - Electrical			4	4		Electrical - BGD						8	$ 10,000
Lift Station Final Design													
3.1 Plan and Tech Spec													
Civil plans													
General sheets (2), cover, gen notes			2	4								6	
Dimension Control sheet (1)			2	2								4	
LS site plan sheet (1)		2	2	4								8	
LS grading plan sheet (1)			2	6								8	
LS details sheet (1) pumps and piping		2	10	20								32	
LS fence and gate details			3	10								13	
LS details sheets (2) Structural			10	20								30	
LS, Valve Vt, Meter Vt, Gen Pad,													
Transformer Pad, Odor Control Pad													
Erosion Control sheet (1)			2	2								4	
Ex LS Demolition sheet (1)			2	2								4	
Ex LS Site grading sheet (1)			2	2								4	
Technical Specs													
Division 02 Site Work (13 specs)			12	18	7							37	
Division 09 Finishes (2 specs)			2	4								6	
Division 11 Equipment (2 specs)			10	10								20	
Division 13 Instrumentation (4 specs)													
Coordination with Elect Sub			4	2								6	
Division 16 Electrical (12 specs)													
Coordination with Elect Sub			4	2								6	

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**84,900**
Expenses:	**$**	**15,400**
Allocation:	**$**	**4,000**
TOTAL:	**$**	**104,300**

Task Information	
Number:	**214**
Name:	**LS Prelim and Final Desi**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Subtotals:			20	121	238	7							386	$ 14,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**6,000**
Expenses:	**$**	**-**
Allocation:	**$**	**300**
TOTAL:	**$**	**6,300**

Task Information	
Number:	**215**
Name:	**LS Bidding**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables														
b) Bid Assistance														
i) Addenda Prep			2	2	6								10	
ii) Question Responses			2	2	6								10	
iii) Bid Opening														
iv) Bid Tabulatoin														
v) Evaluatoin of bid results														
vi) Recommendation of award ltr														
c) conformance plans and specs			2	2	2								6	
Subtotals:			6	6	14								26	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**16,500**
Expenses:	**$**	**5,500**
Allocation:	**$**	**800**
TOTAL:	**$**	**22,800**

Task Information	
Number:	**216**
Name:	**LS CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
a) shop drawings (assume 20)		2	10	10	20								42	
b) pump startup				5	5								10	
d) final walkthrough and punch list				3	3								6	
Plan/Spec Interpretation - RFIs 4, 2hr ea		2	2	4	8								16	
2.4 Sub Coordination - Electrical				2		5	Electrical - BGD						7	$ 4,000
							Structural - Falkofske							$ 1,000
Subtotals:		4	12	24	36	5							81	$ 5,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**14,000**
Expenses:	**$**	**300**
Allocation:	**$**	**700**
TOTAL:	**$**	**15,000**

Task Information	
Number:	**217**
Name:	**Sewer Basin Planning**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
Pre-Design			2	10	19								31	
Draft Memo			2	10	4								16	
Final Memorandum			1	10	3								14	$ 200
Subtotals:			5	30	26								61	$ 200

Kimley-Horn and Associates, Inc.
Standard Rate Schedule
(Hourly Rate)

B	ANALYST	115.00
B1	ANALYST	120.00
B2	ANALYST	130.00
B3	ANALYST	140.00
B4	PROFESSIONAL	170.00
B5	PROFESSIONAL	190.00
B6	SENIOR PROFESSIONAL I	210.00
B7	SENIOR PROFESSIONAL I	230.00
B8	SENIOR PROFESSIONAL II	250.00
CO3	SENIOR TECHNICAL SUPPORT	150.00
CO4	SENIOR TECHNICAL SUPPORT	160.00
CO5	SENIOR TECHNICAL SUPPORT	170.00
CO6	SENIOR TECHNICAL SUPPORT	180.00
D7	SENIOR TECHNICAL SUPPORT	190.00
D8	SENIOR TECHNICAL SUPPORT	200.00
E1	SENIOR PROFESSIONAL II	270.00
E2	SENIOR PROFESSIONAL II	270.00
E3	SENIOR PROFESSIONAL II	270.00
E4	SENIOR PROFESSIONAL II	270.00
N1	SUPPORT STAFF	85.00
N2	SUPPORT STAFF	90.00
N3	SUPPORT STAFF	100.00
N4	SUPPORT STAFF	115.00
N5	SUPPORT STAFF	120.00
N6	SUPPORT STAFF	125.00
P	ANALYST	160.00
P1	ANALYST	170.00
P2	ANALYST	185.00
P3	PROFESSIONAL	195.00
P4	PROFESSIONAL	215.00
P5	SENIOR PROFESSIONAL I	230.00
P6	SENIOR PROFESSIONAL I	250.00
P7	SENIOR PROFESSIONAL I	260.00
P8	SENIOR PROFESSIONAL II	275.00
T1	TECHNICAL SUPPORT	90.00
T2	TECHNICAL SUPPORT	95.00
T3	TECHNICAL SUPPORT	100.00
T4	TECHNICAL SUPPORT	105.00
T5	SENIOR TECHNICAL SUPPORT	120.00
T6	SENIOR TECHNICAL SUPPORT	130.00
T7	SENIOR TECHNICAL SUPPORT	145.00
TS1	TECHNICAL SUPPORT	75.00
TS2	TECHNICAL SUPPORT	90.00
TS3	TECHNICAL SUPPORT	95.00
TS4	TECHNICAL SUPPORT	100.00
TS5	TECHNICAL SUPPORT	105.00
X5	ANALYST	125.00
X6	ANALYST	135.00
X7	PROFESSIONAL	165.00
X8	SENIOR PROFESSIONAL I	185.00

Effective September 2020 and subject to revision.

3rd Party Inspection Services

Raba Kistner

ORDINANCE NO. 23-1486

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RABA KISTNER, INC., FOR CONSTRUCTION INSPECTION SERVICES FOR THE RELOCATION OF WATER AND WASTEWATER UTILITIES ALONG I-35 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION FREEWAY WIDENING PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7894-004 – PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES AWARDED TO RABA KISTNER, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,050,000.00).

WHEREAS, on March 22, 2022, the City Council approved a pre-qualified professional services list for construction inspection and construction management services for various Capital Investment Projects within the City of Denton (Ordinance 22-523), 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 Raba Kistner, Inc., for construction inspection services for the relocation of water and wastewater utilities along I-35 in support of the Texas Department of Transportation Freeway widening project for the Capital Projects Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

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

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

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

PASSED AND APPROVED this the 15th day of August, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.07.26 16:14:13 -05'00'

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Docusign City Council Transmittal Coversheet

PSA	7894-004
File Name	Inspection Services for I-35 Utility Relocations
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1486

DS
LH

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Raba Kistner, Inc., with its corporate office at PO Box 690287, San Antonio, TX 78269 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Construction Inspection Services for I-35 Utility Relocations Projects (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 **$1,050,000** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 care of a competent engineer.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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: D81ED20A-4C58-4079-81CA-F26693BA768E

J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

   i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

   ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

   i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

commercial umbrella liability insurance with a limit of not less than $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

f. Insurers for all policies must be authorized to do business in the State of

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self-insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER’s performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

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

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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

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

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

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

R. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services, Compensation, and Project Schedule
Attachment B – Conflict of Interest Questionnaire

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 08/15/2023.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
5236DB296270423...

Sara Hensley, City Manager

BY:
ENGINEER
RABA KISTNER, INC.

DocuSigned by:
Russel W. Lenz
4F957FAD1837A4B...

Russel W. Lenz
Authorized Signor

Title: President & COO

2023-1049342
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:
Trevor Crain
7B46BEAD11BC4F2...
Signature

Director of Capital Projects
Title

Engineering / Capital Projects
Department

ATTEST:
JESUS SALAZAR, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Attachment A

June 30, 2023

Proposed scope and pricing for City of Denton Inspection Contract, RFQ 7894-004

RABA KISTNER (RK) is pleased to submit our proposed pricing to provide the Construction Inspection Services for the City of Denton's I–35 Utility Relocation (Water/Wastewater) project.

I. PROJECT DESCRIPTION

The I-35 Utility Relocation Projects from the merge to Milam Road. The Scope of Work is to cover the Construction Administration Services including inspection. This Scope of Work is intended for the City to comply with Local Transportation Project Advance Funding Agreement, whereby the City has the responsibilities for the construction of the Project.

II. GENERAL REQUIREMENTS

Raba Kistner will provide the following services (if required):

Task A. - Utility Coordination

- Assist the City in the franchise utility coordination efforts during the preconstruction and construction phases.
- Prepare and maintain a list of potential franchise utility conflicts.
- Monitor each utility company's relocation efforts and schedule during the preconstruction and construction phases.
- Answer questions from the utility owners and attend monthly utility coordination meetings, including any project specific utility coordination meetings as necessary.
- Verify that the utility installations are in the locations per their designs and permits.

Task B. - Plan Constructability Review

- Review the plans for constructability and provide comments to the City with recommendations for improvement and cost saving measures (If needed).

Task C. – Project Inspections

Pre-Construction Phase

- Document the pre-construction conditions.
- Review the project plans and contract documents.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

- Notify the City of any omissions, overages or under runs of the bid items.
- Attend the required pre-construction meeting with the contractor and with the public.

Construction Phase

- Verify that the project is built according to the plans and specifications, and all contract documents.
- Inspect contractor's work for adherence to the project's plans and specifications.
- Complete all fields in Procore, unless otherwise directed by the City' Staff.
- Perform inspections and review the construction of the Project to monitor compliance with the PS&E and document construction activities using daily reports, journal, logs, or other, as necessary.
- Verify all the specifications and special provision requirements are met for inspected items of work, such as, materials, construction, and measurements.
- Inspector shall attend any meetings required by the City to discuss specifications and action plans with regards to the pertinent bid items, e.g., Pre-Con meetings, Safety meetings, construction meetings etc.
- Coordinate with the City's Project Manager, to compare actual construction status with the Contractor's monthly update. Verify accuracy of the schedule, actual start dates, actual finish dates, and percent complete or remaining duration. Review the monthly Daily Work Reports (DWR).
- Perform SWP3 inspections in accordance with the frequency required by the City.
- Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP as required.
- Report any issues with the contractor or citizens to City staff.
- Maintain red-line drawings of project to document field changes during construction.
- Maintain daily log record of project.
- Provide reports of Contractor compliance with DBE provisions of construction contract at the end of the project.
- Provide weekly pictures of construction progress to be transmitted to City with monthly construction estimate.
- Monitor the effects of weather (calendar-day projects) and other non-excusable impacts on the schedule and provide means to separate these from excusable impacts.
- Prepare pay estimates and quantities to be field verified with the contractor.
- Provide report of any accidents or incidents that occur in the Project area.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Post-Construction Phase

- Perform preliminary walk through with contractor to create punch-list of corrections.
- Ensure that all work required of the contractor has been completed.
- Schedule, attend and participate in the final inspection with City staff and the contractor.
- Prepare close-out documents required by the City.

We are proposing our Senior Inspector, William "Bill" Mason based on full time, during normal work hours (40+ hrs. /week) for the above referenced project with a tentative start date beginning upon the effective date of the contract. Normal work hours are defined as Monday through Friday, 7:30 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day. Following are the fee summary rates to provide the required services for the referenced project are:

Inspector III (10-15)	$95.00 /hr
Inspector IV (15-20)	$110.00 /hr
Inspector V (20-25)	$128.72 /hr
Field Engineer/EIT	$144.21 /hr
Professional Engineer	$193.25 /hr
Administrative Assistant	$72.50 /hr
Project Manager	$202.75 /hr
Project Principal	$281.75 /hr
Vehicle Travel Charges from our office to the project…….	$0.65 /mile

Thank you for allowing **RK** the opportunity to submit our proposal, we are excited and looking forward to receiving our first task order or work agreement for providing construction inspection services for the city of Denton. If you have any questions concerning this proposal or need any additional information, please do not hesitate to contact me at tony.bokaie@rkci.com or call me at (214) 906-4430.

Very truly yours,

RABA KISTNER

Tony Bokaie, P.E., MSCE
North Texas Transportation Service line Manager

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☒ Not Applicable

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☐ RULIS Permit Number: DAL20230112140252 and DAL20230112135929
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

Attachment "F"
Eligibility Ratio

☒ Not Applicable

Eligibility Ratio established: _____ %

☐ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

☐ Toll Road (Minimum of 50%)

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

Attachment "G"
Betterment Calculation and Estimate

☒ Not Applicable

☐ Elective Betterment Ratio established: _____ %
☐ Calculation is attached and the justification is included below
☐ A betterment and an in-kind estimate are included

☐ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☐ Due to proposed roadway design. (Provide explanation below)

☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:

Attachment "H"
Proof of Property Interest

☒ Not Applicable

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest is documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

ORDINANCE NO. 23-1271

AN ORDINANCE APPROVING A WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE REIMBURSEMENT OF ELIGIBLE COSTS INCURRED IN THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 380/UNIVERSITY TO MILAM ROAD UTILITY RELOCATIONS PROJECT (TXDOT CSJ# 0195-03-087), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AND DELIVER THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $12,698,742.56 FOR WATER AND WASTEWATER UTILITY RELOCATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the TxDOT has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated for the I-35 E From US 380 to Milam Road Utility Relocation Project ("Utility Relocation Project");

WHEREAS, TxDOT has expanded their right-of-way through the I-35E corridor within the Denton city limits in anticipation of the TxDOT's I-35E Widening project with a current project letting schedule of September 2023; and

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the City as indicated in the following statement of work:

1) CSJ 087 Water Line: Install approximately 1,941 LF of 20" HDPE, 6,126 LF of 12" PVC, 911 LF of 8" PVC, 40 LF of 6" PVC longitudinal to IH35 from IH35 Sta 2113+99 to IH35 Sta 2243+20. Install approximately 217 LF of 18" steel casing, 1,523 LF of 24" steel casing, 468 LF of 30" steel casing longitudinal to IH35 with two IH35 Crossings at Sta 2144+88 and Sta 2186+28. Approximately 2,574 LF of 16", 6,474 LF of 12", 1,832 LF of 8", 150 LF of 6", and 25 LF of 4" water line to be abandoned in conflict with right-of-way expansion and proposed pavement and storm sewer.
2) CSJ 087 Wastewater Line: Install approximately 2,211 LF of 12" PVC gravity sewer, 1,310 LF of 8" PVC gravity sewer, 144 LF of 12" HDPE force main, 85 LF of 8" HDPE force main,221 LF of 6" HDPE force main longitudinal to I-35 from Sta 2114+89 to 2170+29. Install approximately 1,327 LF of 24" steel casing and 201 LF of 18" steel casing with two crossings of I-35 at Sta 2202+58 and 2230+75. Approximately 1,578 LF of 8", 3,320 LF of 6",wastewater line to be abandoned in conflict with right-of-way expansion and pavement;

WHEREAS, the City of Denton is responsible for relocating the City's utilities currently located within the recently acquired TxDOT right-of-way; and

WHEREAS, In an effort to meet TxDOT's anticipated roadway construction schedule, the Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT's recently expanded right-of-way between US-380 and Milam Rd; and

WHEREAS, the TxDOT will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation; and

WHEREAS, TxDOT, upon receipt of evidence it deems sufficient, acknowledges the City's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work; and

WHEREAS, TxDOT will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for State reimbursement.

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funs in the amount of expenditure of funds in the amount of Twelve Million, Six Hundred Ninety-Eight Thousand, Seven Hundred Forty-Two and 56/100 Dollars ($12,698,742.56) for the I-35 E From US 380 to Milam Road Utility Relocation Project in the City and County of Denton.

SECTON 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Water and Wastewater Standard Utility Agreements No. U00011547, a copy of which is attached hereto as Exhibits " A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

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

[Signatures to appear on the following page]

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

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

PASSED AND APPROVED this the 18th day of July, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Benjamin N. Samples, II _____

CITY OF DENTON
DENTON, TEXAS

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Texas Department of Transportation

4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

July 31 , 2023

Mr. Sara Hensley, City Manager
City of Denton
1659 Spencer Rd.
Denton, TX 76205

RE: Approved Standard Utility Agreement – ROWIS U# NA/ Utility ID U00011547
City of Denton
IH 35 Project from: US 380 to: US 77 North of Denton
RCSJ: 0195-03-091 / CCSJ: 0195-03-087
Federal Project Number: NH 2020 (575)
Denton County

Dear Ms. Hensley,

The Texas Department of Transportation is pleased to forward a fully executed copy of the approved Standard Utility Agreement for the above referenced utility relocation project. The Agreement assembly consists of the following:

1. Standard Utility Agreement (Form ROW-U-35)
2. Plans, Specifications, and Estimated Costs (Attachment “A”)
3. Accounting Method (Attachment “B”)
4. Schedule of Work (Attachment “C”)
5. Statement Covering Contract Work (Attachment “D”)
6. Utility Joint Use Agreement/Utility Installation Review (Form ROW-U-JUA) (Attachment “E”)
7. Eligibility Ratio (Attachment “F”)
8. Betterment Calculation and Estimate (Attachment “G”)
9. Proof of Property Interest (Attachment “H”)

Also attached are the specifications for utility construction including: *General Utility Installations, Aerial Installations, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications,* "Buy America" guidelines, and a copy of Form 1818.

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. This utility adjustment consists of relocating approximately 9,018 LF of existing water lines and 3,971 LF of existing gravity and force main wastewater lines. To complete all adjustments in 0195-03-087, the City of Denton’s water and wastewater relocations in this package are from IH 35 STA 2114+00 to STA 2237+09 to just north of US 77. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

The City of Denton has submitted a calculated total estimated cost for this adjustment of $12,698,742.56. The replacement is all in kind with no betterment dollar value. There is no elective betterment or declared salvage credit associated with this plan of adjustment.

This adjustment is eligible for state cost participation in accordance with the provisions of 23 CFR 645 A. The eligibility ratio is 100% of eligible costs for the relocation of Utilities on Federal Aid

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Interstate projects. “Buy America" items have been identified within this agreement.

All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based on the costs of actual work performed.

Subject to Texas Transportation Code Section 203.094, TxDOT may reduce reimbursement to the utility by 10 percent for each 30-day period or portion of a 30-day period by which the relocation exceeds the limit specified in the agreement.

Billing submittals to TxDOT must have a cover letter that includes the following information to facilitate expeditious processing of payments due:

1. Highway Name – RCSJ 0195-03-091 – City of Denton (ROWIS U# NA/Utility ID U00011547)
2. Starting and Ending Dates of Construction
3. If applicable, “Buy America” Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be accessed for audit. These records must be maintained for a 3-year minimum from the date of completion.
5. The Utility’s 11 Digit Texas Taxpayer Number and 3 Digit Mail Code
6. If applicable, a copy of all Bid Tabulations received.
7. Final or partial invoices must include a detailed itemized billing submittal consistent with the same format as the original estimate. Supporting documentation is also required. If billing submittal deviates significantly from the approved estimate, an explanation will be needed.

The TxDOT Area Engineer (AE) is Amanda Miller, P.E., at the Denton County Area Office. The Area Engineer will be certifying that work was done in accordance with these plans and specifications, and that materials specified, or equivalent have been used. Attention should be paid to backfill, cleanup requirements, and erosion control. These must be accomplished to the satisfaction of the Project Engineer.

The Area Office Utility Coordinator must be notified to arrange a pre-construction meeting 5 working days prior to starting construction. The agenda for this meeting shall include the following: a) Construction Safety, b) Traffic Control Plan, c) Scheduled Project Starting and Completion Dates, and d) Prior to installation, all "Buy America" compliant items must be shown on the Material Statement (Form 1818) with each item’s supporting documentation included. The Utility Coordinator for this Area Office is Leonard Chapman (940) 230-5350.

Questions regarding this adjustment may be directed to Jose Olivares at (214) 319-6507.

Sincerely,

DocuSigned by:
P.E.
CD610F6E0D584EF...

John Hudspeth, P.E.
Deputy District Engineer, Dallas District

Attachments
cc: Lesley Taylor

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Darla Payberah, P.E.
Travis Campbell, P.E.
Amanda Miller P.E.
Sara Hensley

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Lina T. Ramey
and Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

July 28, 2023

Darla Payberah
TxDOT – Dallas District Utility and Survey Supervisor
4777 E. Highway 80
Mesquite, Texas 76021
214-320-6648

Re: ROW CSJ 0195-03-091 IH 35 from US 380 to US 77 North of Denton Standard Utility Agreement Submittal

Subject: Standard Utility Agreements (SUA) for City of Denton (U00011547)

Dear Mrs. Payberah:

The City of Denton (the City) would like to submit this Standard Utility Agreements (SUA) for your approval. This SUA is for the adjustment of an existing water and wastewater facilities (U00011547) located in Denton, TX which are currently located completely within acquired TxDOT ROW, including water lines that are in existing easement. For water and wastewater lines not in existing easement, the City has included the signed 2002 City Ordnance subsection 35.21.4 and was carried over to the most current 2019 Denton Development Code in subsection 7.6.7, requiring that all relocations be in an easement.

Plans in Attachment A are utilizing Revised Plans Adequate received July 2022, which included the Windsor Road intersection and the frontage road adjustments at Barthold Road and at Loop 288. All work under this Standard Utility Agreement has been performed using a contractor selected during a competitive bid process advertised, selected, and approved by City. The 3 closest bid tabs are included. The estimated construction start date for the work this agreement is September 11, 2023. The relocations and abandonment and removals are expected to be completed by March 29, 2024. The City is providing an incentive to the Contractor to finish early and the Contractor plans to begin work on August 1. Prior to the underground work being performed, LTRA will inspect steel casing and ductile iron pipe (if selected) and confirm Form 1818 with MTR's are properly filled out and signed. Future construction challenges will include the City of Denton's relocation at Barthold Road at the Loves Station, Parcel 38.

The relocations include relocating approximately 9,018 LF of existing water lines and 3,971 LF of existing gravity and force main wastewater lines. To complete all adjustments in 0195-03-087, the City of Denton's water and wastewater relocations in this package are from IH 35 STA 2114+00 to STA 2237+09 to just north of US 77. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules. Existing easement documentation after Attachment H include a 20' City of Denton Public Utility Easement taken from Parcel 2, Kaylan's Inc., Parcel 03, Stephen and Gary Martin Addition, Parcel 04, Rayzor Ranch North, Parcel 5, Rinker Subdivision, Parcel 06, Coconut Properties LLC, Parcel 8, Paces Hotel LLC, Parcel 9, Health Service of North Texas, Inc. A City of Denton 20' Utility Easement taken from Parcel 15, Glory of Zion

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Lina T. Ramey
and Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

International Ministries, Inc, Parcel 15A, Hunt Windsor, LLC, Parcel 15B, 32 Hundred Windsor Gardens LP & JRM and Parcel 16, Salvaging Teens at Risk Inc D/B/A the Educator Center. A 20' Utility & sidewalk easement is taken from Parcel 16, Zimmerer Denton LLC, Parcels 17/18, RV Land Acquisition LP, Parcel 20 Wilbarger Street LP, Parcel 21, The Rockline-Denton Group P/S. An unidentified City of Denton utility easement is taken from Parcel 25, Lisa J Harris Investment Trust. A City of Denton 20' Public Utility Easement is taken from Parcels 36/37 Westglen Partners Ltd, Parcel 38, Loves Travel Stops & Country Stores, Inc., Parcel 39 Mark D & Madeliene M. Foster. A City of Denton 16' Public Utility Easement is being taken from Parcel 40, TA Operating LLC.

This Utility Assembly includes all documents required by the TxDOT Dallas District based on review completed by appropriate representatives. Included in the scope of work is the placement of a total of IH 35 STATIONS are referenced on all relocations and the parcel numbers are included in the plans.

The Estimated Cost of the relocations in RCSJ 0195-03-074 is $12,698,742.56 with no elective betterment. Attachment G is followed by a Forced Betterment letter clarifying the requirement to relocate into easement by 2019 City Ordnance, subsection 7.6.7 and that 20" HDPE is a City standard equivalent to 16" Ductile Iron pipe and should be utilize due to the shorter procurement time. A total in-kind estimate is included herein Attachment A after the plan and profiles. This relocation is completely within IH 35 ROW acquisition under this RCSJ.

We respectfully request your approval of these two SUA's as submitted. If you have any questions or require additional information, please contact me through the information provided below.

Sincerely,

Peter Borsack, P.E., PMP
LTRA Senior Project Manager
pborsack@ltraengineers.com

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

STANDARD UTILITY AGREEMENT

U Number: **N/A** Utility ID: **U00011547**

District: Dallas
Federal Project No.: NH2020(575)
ROW CSJ: 0195-03-091
Highway Project Letting Date: Sept 2023

County: Denton
Highway: IH35
From: US 380
To: US 77

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, (**"State**"), and City of Denton, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: CSJ 087 Water Line: Install approximately 1,941 LF of 20" HDPE, 6,126 LF of 12" PVC, 911 LF of 8" PVC, 40 LF of 6" PVC longitudinal to IH35 from IH35 Sta 2113+99 to IH35 Sta 2243+20. Install approximately 217 LF of 18" steel casing, 1,523 LF of 24" steel casing, 468 LF of 30" steel casing longitudinal to IH35 with two IH35 Crossings at Sta 2144+88 and Sta 2186+28. Approximately 2,574 LF of 16", 6,474 LF of 12", 1,832 LF of 8", 150 LF of 6", and 25 LF of 4" water line to be abandoned in conflict with ROW expansion and proposed pavement and storm sewer.
CSJ 087 Wastewater Line: Install approximately 2,211 LF of 12" PVC gravity sewer, 1,310 LF of 8" PVC gravity sewer, 144 LF of 12" HDPE force main, 85 LF of 8" HDPE force main,221 LF of 6" HDPE force main logitudinal to I-35 from Sta 2114+89 to 2170+29. Install approximately 1,327 LF of 24" steel casing and 201 LF of 18" steel casing with two crossings of I-35 at Sta 2202+58 and 2230+75. Approximately 1,578 LF of 8", 3,320 LF of 6",wastewater line to be abandoned in conflict with ROW expansion and pavement; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

DP	8/1/2023	SH	7/31/2023
Initial	Date	Initial	Date
TxDOT		Utility	

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Denton
Name of Utility

By: DocuSigned by: Sara Hensley 8236DB290270423...
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

Date: 7/31/2023

EXECUTION RECOMMENDED:

DocuSigned by: James P. Campbell 98671C109B6A4C3...
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: DocuSigned by: John Hampe, P.E. CD610F6E0D584EF...
District Engineer (or designee)

Date: 8/2/2023

DS BP 8/1/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

THE CITY OF DENTON, TEXAS

PLANS FOR THE:

IH-35 UTILITY RELOCATIONS

FROM US-380 TO MILAM

IFB NO. 7968-003

TxDOT Project CCSJ 0195-03-087 & ROW CSJ 0195-03-091
WATER AND WASTEWATER UTILITY ID#: U00011547
~~TxDOT Project CCSJ 0195-02-074 & ROW CSJ 0195-02-079~~
~~WATER AND WASTEWATER UTILITY ID#: U00017367~~

KH NO. 061024021

SHEET INDEX:

General Sheets

2 – GENERAL NOTES I
3 – PROJECT CONTROL AND BENCHMARKS
4 – PROPOSED WATER LOCATION MAP
5 – PROPOSED SEWER LOCATION MAP
6 – UTILITY ABANDONMENT (SHEET 1 OF 4)
7 – UTILITY ABANDONMENT (SHEET 2 OF 4)
8 – UTILITY ABANDONMENT (SHEET 3 OF 4)
~~9 – UTILITY ABANDONMENT (SHEET 4 OF 4)~~

Water Sheets

10 – CSJ 087 – PROPOSED 12IN WL A STA 0+00 – END
11 – CSJ 087 – PROPOSED 8IN WL B STA 0+00 – END
12 – CSJ 087 – PROPOSED 12IN WL C STA 0+00 – 8+00
13 – CSJ 087 – PROPOSED 12IN WL C STA 8+00 – 18+00
14 – CSJ 087 – PROPOSED 12IN WL C STA 18+00 – 28+00
15 – CSJ 087 – PROPOSED 12IN WL C STA 28+00 – 38+00
16 – CSJ 087 – PROPOSED 12IN WL C STA 38+00 – 47+00
17 – CSJ 087 – PROPOSED 12IN WL C STA 47+00 – END
18 – CSJ 087 – PROPOSED 8IN WL D STA 0+00 – END
19 – CSJ 087 – PROPOSED 12IN WL E STA 0+00 – END
20 – CSJ 087 – PROPOSED 12IN WL F STA 0+00 – END
~~21 – CSJ 087 – PROPOSED 20IN WL G STA 0+00 – 9+00~~
~~22 – CSJ 087 – PROPOSED 20IN WL G STA 9+00 – 19+00~~
~~23 – CSJ 087 – PROPOSED 20IN WL G STA 19+00 – END~~
~~24 – CSJ 074 – PROPOSED 20IN WL A STA 0+00 – 10+00~~
~~25 – CSJ 074 – PROPOSED 20IN WL A STA 10+00 – 20+00~~
~~26 – CSJ 074 – PROPOSED 20IN WL A STA 20+00 – 30+00~~
~~27 – CSJ 074 – PROPOSED 20IN WL A STA 30+00 – 40+00~~
~~28 – CSJ 074 – PROPOSED 20IN WL A STA 40+00 – 50+00~~
~~29 – CSJ 074 – PROPOSED 20IN WL A STA 50+00 – 60+00~~
~~30 – CSJ 074 – PROPOSED 20IN WL A STA 60+00 – 70+00~~
~~31 – CSJ 074 – PROPOSED 20IN WL A STA 70+00 – 80+00~~
~~32 – CSJ 074 – PROPOSED 20IN WL A STA 80+00 – 90+00~~
~~33 – CSJ 074 – PROPOSED 20IN WL A STA 90+00 – 100+00~~
~~34 – CSJ 074 – PROPOSED 20IN WL A STA 100+00 – 110+00~~
~~35 – CSJ 074 – PROPOSED 20IN WL A STA 110+00 – 120+00~~
~~36 – CSJ 074 – PROPOSED 20IN WL A STA 120+00 – 128+50~~
~~37 – CSJ 074 – PROPOSED 20IN WL A STA 128+50 – END~~
38 – CSJ 087 – PROPOSED 8IN WL H & CSJ 074 – PROPOSED 12IN WL B
~~39 – CSJ 074 – PROPOSED PRESSURE REDUCING VALVE VAULT~~
~~40 – CSJ 074 – PROPOSED METER VAULT (FEED TO SANGER)~~

Cathodic Protection

41 – CATHODIC PROTECTION TEST STATION SCHEDULE
42 – CATHODIC PROTECTION DETAILS I
43 – CATHODIC PROTECTION DETAILS II
44 – CATHODIC PROTECTION DETAILS III
45 – CATHODIC PROTECTION DETAILS IV
46 – CATHODIC PROTECTION DETAILS V

Sewer Sheets

47 – CSJ 087 – PROPOSED 8IN SS A STA 0+00 – 9+00
48 – CSJ 087 – PROPOSED 8IN SS A STA 9+00 – END
49 – CSJ 087 – PROPOSED 12IN SS B STA 0+00 – 9+00
50 – CSJ 087 – PROPOSED 12IN SS B STA 9+00 – 15+50
51 – CSJ 087 – PROPOSED 12IN SS B STA 15+50 – END
52 – CSJ 087 – PROPOSED 8IN SS B1 STA 0+00 – END
53 – CSJ 087 – PROPOSED 12IN FM A STA 0+00 – END
54 – CSJ 087 – PROPOSED 6IN FM B STA 0+00 – END
55 – RV CAMPING WORLD DEMOLITION LAYOUT
56 – DEMOLITION DETAILS

Standard Details

57 – CITY STANDARD DTLS 1
58 – CITY STANDARD DTLS 2
59 – CITY STANDARD DTLS 3
60 – CITY STANDARD DTLS 4
61 – CITY STANDARD DTLS 5
62 – CITY STANDARD DTLS 6
63 – CITY STANDARD DTLS 7
64 – CITY STANDARD DTLS 8
65 – CONSTRUCTION DETAILS 1
66 – CONSTRUCTION DETAILS 2

Erosion Control Plans

67 – EROSION CONTROL PLAN (SHEET 1 OF 3)
68 – EROSION CONTROL PLAN (SHEET 2 OF 3)
~~69 – EROSION CONTROL PLAN (SHEET 3 OF 3)~~
70 – EROSION DETAILS

Surface Repair Sheets

71 – PROPOSED SURFACE REPAIR (SHEET 1 OF 5)
72 – PROPOSED SURFACE REPAIR (SHEET 2 OF 5)
73 – PROPOSED SURFACE REPAIR (SHEET 3 OF 5)
~~74 – PROPOSED SURFACE REPAIR (SHEET 4 OF 5)~~
~~75 – PROPOSED SURFACE REPAIR (SHEET 5 OF 5)~~

Traffic Control Plan

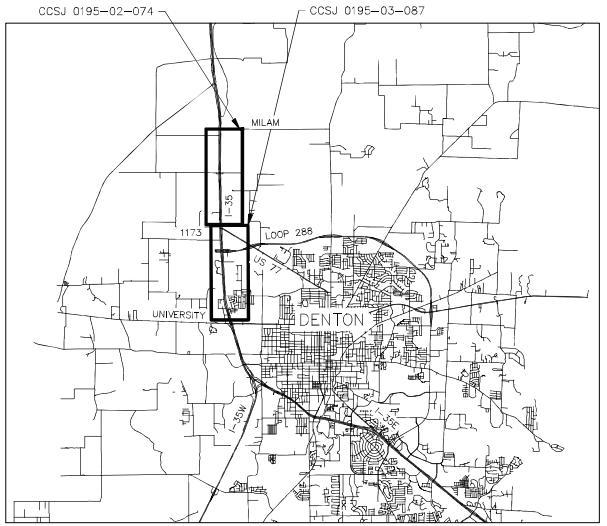
76 – TRAFFIC CONTROL PLAN – CONVENTIONAL ROAD SHOULDER WORK
77 – TRAFFIC CONTROL PLAN – ONE-LANE TWO-WAY TRAFFIC CONTROL

Electrical Sheets

E1 – ELECTRICAL PRESSURE REDUCING VAULT PLAN
E2 – ELECTRICAL METER VAULT PLAN
E3 – ELECTRICAL CONTROL DIAGRAMS SHEET
E4 – ELECTRICAL DETAILS SHEET 1
E5 – ELECTRICAL DETAILS SHEET 2
E6 – ELECTRICAL LEGEND SCHEDULES & NOTES

Structural Sheets

S1 – PROPOSED STRUCTURAL VAULT SHEET



Location Map
N.T.S.

CITY OFFICIALS:

MAYOR	GERARD HUDSPETH
COUNCIL MEMBERS:	
DISTRICT 1	VICKI BYRD
DISTRICT 2	BRIAN BECK
DISTRICT 3	JESSE DAVIS
DISTRICT 4	
AT LARGE PLACE 5	BRANDON MCGEE
AT LARGE PLACE 6	CHRIS WATTS

DIRECTOR OF WATER AND WASTEWATER UTILITIES	STEPHEN GAY
CITY ENGINEER	REBECCA DIVINEY, P.E.
PROJECT MANAGER, SR. ENGINEER CAPITAL PROJECTS	KYLE PEDIGO

TxDOT General Notes

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES PER HOUR, BASED ON THE MOST RECENT TXDOT DESIGN MANUAL REQUIREMENTS.
2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TXDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.

Ulrich Igo
(CHRISTOPHER IGO, P.E. #120045)
*THE STANDARD TXDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

Kimley»Horn
801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
TBPE No. 928 F: 817-335-5070

05/10/2023
STATE OF TEXAS
CHRISTOPHER I. IGO
120045
LICENSED PROFESSIONAL ENGINEER

MAY 2023

No.	Revision	By	Date
1	FONT SIZE CHANGE TO REFLECT BID MATERIAL	CPI	5/10/2023

CITY OF DENTON, TEXAS – IH-35 UTILITY RELOCATIONS FROM US-380 TO MILAM)

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-2358DBE28926

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA. AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA (FOR LOCATING ALL UNDERGROUND FACILITIES FOR COORDINATION OF THE WORK WITH THE CITY OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION) FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT EXPLORER GAS, THOMAS MARTINEZ (918-493-5104) 48 HOURS PRIOR TO EXCAVATION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS, OMAR CAMPOS (940-360-7463) 48 HOURS PRIOR TO EXCAVATION.
4. CAUTION! BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION. VERIZON (972-318-5260), GTE (940-381-9294), ZAYO (817-565-4702), AND AT&T (817-338-6013).
5. CAUTION! BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: COSERV (940-321-7800) AND DENTON MUNICIPAL ELECTRIC (940-349-8700).
6. 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 BEGIN 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.
7. CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR, THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
8. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
9. ONLY THOSE ITEMS LISTED IN THE BID TABULATION WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE REQUIRED TO COMPLETE THE PROJECT. ALL OTHER WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID, AND NO SEPARATE PAYMENT SHALL BE MADE.
10. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
12. CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRINGING SHALL BE NO MORE THAN ONE WEEK PRIOR TO PIPE LAYING. BACKFILL SHALL BE COMPLETED NO MORE THAN ONE DAY AFTER PIPE LAYING. CLEANUP AND SURFACE RESTORATION SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING. THE SITE SHALL BE KEPT CLEAN OF TRASH AT ALL TIMES. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN WITHHOLDING SOME OR ALL PAYMENT TO THE CONTRACTOR.
13. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL CONFORM TO THE INSTALLATIONS AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.
14. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
15. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.
16. CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO BEGINNING WORK. DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES IF POSSIBLE. ACCESS SHALL BE MAINTAINED AT ALL TIMES. DEPTH OF DRIVEWAY REPAIR SHALL MATCH DEPTH OF EXISTING SURFACE.
17. THE CONTRACTOR SHALL PLAN HIS WORK SEQUENCE IN A MANNER THAT WILL CAUSE THE MINIMUM INTERFERENCE WITH TRAFFIC DURING CONSTRUCTION OPERATIONS. BEFORE BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONSTRUCTION OPERATIONS OUTLINING, IN DETAIL, A SEQUENCE OF WORK TO BE FOLLOWED, SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
18. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE, COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
19. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORALLY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
20. BARRICADES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS ENTERING THE ROADWAYS OR SIDE STREETS, TO FACILITATE LANE SHIFTING, BARRICADES AND SIGNS USED IN LANE CLOSURES OR TRAFFIC STAGING MAY BE ERECTED AND MOUNTED ON PORTABLE SUPPORTS. THE DESIGN OF THESE SUPPORTS SHALL CONFORM TO TMUTCD AND ARE SUBJECT TO THE APPROVAL OF THE CITY.
21. THE CONTRACTOR WILL NOT BE PERMITTED TO COMMENCE WORK ON THE ROAD BEFORE SUNRISE AND SHALL ARRANGE HIS WORK SO THAT NO MACHINERY OR EQUIPMENT SHALL BE CLOSER THAN 30 FEET TO THE TRAVELED ROADWAY AFTER SUNSET EXCEPT AS AUTHORIZED BY THE CITY. THE CONTRACTOR IS REQUIRED TO ABIDE BY THE CITY OF DENTON NOISE ORDINANCE.
22. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
23. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
25. A MINIMUM COVER OF SIX FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE CONSTRUCTION PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR, THE PRECISE AND DETAILED PIPE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
26. AT WATER LINE FITTINGS, THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION. IF DEFLECTIONS ARE CALLED OUT IN PLAN, OR IN THE EVENT THAT FIELD CONDITIONS RESULT IN THE NEED TO DEFLECT PIPE, AND C-900 IS BEING INSTALLED, A MAXIMUM ALLOWABLE DEFLECTION OF 1° IS PERMISSIBLE.
27. CONTRACTOR SHALL ENSURE A MINIMUM OF TEN FEET SEPARATION BETWEEN PROPOSED WATER LINE AND EXISTING PARALLEL SANITARY SEWER LINES AND MANHOLES.
28. IN GENERAL, MAINTAIN 2' MIN VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATER LINES AND 1' MIN VERTICAL SEPARATION BETWEEN SANITARY SEWER AND STORM SEWER AT CROSSINGS.
29. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A MINIMUM 95% DENSITY OF VEGETATIVE COVER, UTILIZING THE ITEMS IN THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
30. THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION WITHIN EASEMENTS AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER, UNLESS OTHERWISE NOTED IN THE PLANS.
31. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS, THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
32. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT EASEMENT WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL AND THE CONTRACT AMOUNT WILL BE REDUCED BY $1000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
33. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER. IN ADDITION, PLACEMENT OF SUCH FILL SHALL NOT ALTER EXISTING DRAINAGE PATTERNS.
34. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE CITY OF DENTON, IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF SO DIRECTED.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION, THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT DESIGNATES LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. STOCKPILES SHALL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY AND SHALL BE CONTAINED WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.
36. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS, THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENT TO THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS. THE PLANS DEPICT THE LIMITS OF THE CONSTRUCTION AREA, GENERALLY CONSISTING OF THE TEMPORARY CONSTRUCTION EASEMENT AND ALL OR A PORTION OF THE PERMANENT WATER LINE EASEMENT. NO CONSTRUCTION ACTIVITY MAY BE CARRIED OUT WITHIN THAT PORTION OF A PERMANENT WATER LINE EASEMENT THAT FALLS OUTSIDE THE INDICATED LIMITS OF THE CONSTRUCTION AREA AS APPLICABLE.
37. REMOVE ROCK FROM THE DISTURBED AREAS SUCH THAT IT IS LEFT WITH NO MORE QUANTITY OR SIZE OF ROCK THAN THE ADJACENT LAND.
38. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
39. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
40. AT EACH LOCATION WHERE THE PROPOSED WATER LINE TIES INTO AN EXISTING WATER LINE CONTRACTOR SHALL COORDINATE SHUT DOWNS 7 DAYS IN ADVANCE WITH CITY (KYLE PEDRO@940-349-8429). THE EXISTING WATER LINE SHALL BE SHUT DOWN NO LONGER THAN 48 HOURS IN ORDER TO PERFORM THE CONNECTION. 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.
41. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS AND REGULATIONS.
42. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN 15 FEET OF THE PROPOSED CONSTRUCTION, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
43. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
44. CONCRETE THRUST BLOCKING SHALL BE USED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES, AND WYES, AS WELL AS ADDITIONAL RESTRAINT AS REQUIRED BY THE CONTRACT DOCUMENTS.
45. ALL GATE VALVES SHALL BE MJ, UNLESS ON A TEE, IN WHICH CASE THEY SHOULD BE MJxFLG. ALL TEES SHALL BE MJxFLG UNLESS SPECIFIED OTHERWISE.
46. 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 CLEANOUTS WHERE AVAILABLE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL CLEAN-UP ASSOCIATED WITH OPENING CLEANOUTS AND FOR REPLACEMENT OF REMOVED CAPS.
47. CONTRACTOR SHALL FURNISH AND INSTALL PIPE DETECTION TAPE OVER ALL WATER OR SEWER LINES INSTALLED. THE PIPE TAPE SHALL CONTINUOUSLY INDICATE THE PRESENCE OF BURIED WATER OR SANITARY SEWER PIPE UNDERNEATH. THE PIPE TAPE SHALL BE INSTALLED ON TOP OF THE GRANULAR PIPE EMBEDMENT, OR AS SHOWN ON THE PLANS, ALONG THE CENTER LINE OF THE PIPELINE.
48. 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 THE PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.
49. 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 ON THE PROJECT.
50. SERVICE LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LOCATION IN FIELD PRIOR TO INSTALLING NEW SERVICE LINES THAT SPAN THE CONSTRUCTION TRENCH PRIOR TO BEGINNING ANY WORK ON THE PROJECT.
51. 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.
52. NEW UTILITY LINES SHALL BE BACKFILLED & HAVE TEMPORARY PAVEMENT REPAIR (COMPACTED FLEXBASE AT A MINIMUM) TO ALLOW LOCAL TRAFFIC PER THE STANDARD DETAILS UNLESS OTHERWISE INDICATED ON THE PLANS AND UNTIL FINAL PAVING IS COMPLETED.
53. CLEANOUT BOX AND MATERIAL TO BE DETERMINED BY SURFACE LOCATION (SEE SPECIFICATIONS)
54. ALL TAPPING SLEEVE AND VALVE LOCATIONS SHALL BE MADE BY CITY CREWS UTILIZING CITY PROVIDED TAPPING SLEEVES AND VALVES.
55. CONTRACTOR SHALL PROTECT EXISTING CURB WITH INSTALLATION OF WATER OR SEWER LINE, UNLESS EXPLICITLY CALLED OUT TO BE REPLACED.
56. EXISTING FIRE HYDRANT REMOVALS ARE SUBSIDIARY TO THE NEW FIRE HYDRANTS TO BE INSTALLED. CONTRACTOR SHALL DISPOSE OF HYDRANT AND VALVE.
57. WHERE PRESSURE RATED GRAVITY SEWER IS NEEDED, CONTRACTOR TO VERIFY SEWER FITTINGS (TEES, WYES, ETC.) ARE COMPATIBLE WITH THE MATERIAL OF THE SEWER MAIN AS WELL AS THE SEWER SERVICE LATERALS.

LEGEND:

——— X" WL ———	EXISTING WATER LINE
——— X" SS ———	EXISTING SANITARY SEWER LINE
——— X" SD ———	EXISTING STORM SEWER LINE
——— X" G ———	EXISTING GAS LINE
——— OHE DME ———	EXISTING DENTON MUNICIPAL OVERHEAD ELECTRIC
——— OHE CSV ———	EXISTING COSERV OVERHEAD ELECTRIC
——— UGE ———	EXISTING UNDERGROUND ELECTRIC
——— COMM ———	EXISTING COMMUNICATION LINE
———	EXISTING CURB
-o-o-o-o-o-o-	EXISTING GUARD RAIL/PIPE FENCE
-o-o-o-o-o-o-	EXISTING BRICK/WOODEN FENCE
-x-x-x-x-x-	EXISTING BARBED WIRE FENCE
———	PROPOSED WATER/SEWER LINE
RE: A/B	REFERENCE FIGURE A ON SHEET B
	PROPOSED WATER/SEWER LINE IN STEEL CASING PIPE
//////////	WATER/SANITARY SEWER LINE TO BE ABANDONED
——— GROUT ———	WATER/SANITARY SEWER LINE TO BE GROUT FILLED
-x-x-x-x-x-x-	EXISTING WATER/SANITARY SEWER LINE PREVIOUSLY ABANDONED
(W)	EXISTING WATER MANHOLE
WM	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING WATER ISOLATION VALVE
(S)	EXISTING SEWER MANHOLE
——— PUGE ———	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
——— OH ———	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
	PROPOSED SEWER MANHOLE
	PROPOSED AIR RELEASE VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER ISOLATION VALVE
	PROPOSED METER
	PROPOSED REDUCER
	EXISTING SIGN
	EXISTING GUY WIRE
	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED
	CONTROL POINT
	BENCHMARK
W	UTILITY MARKER
	EXISTING ASPHALT PAVEMENT
	EXISTING GRAVEL PAVEMENT
	EXISTING GRAVEL AND ASPHALT PAVEMENT
66	EXISTING TxDOT PARCEL NUMBER

TxDOT STANDARD NOTES

1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN TxDOT ROW.
4. THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE MAY BE REQUIRED DUE TO COORDINATION WITH TXDOT OR OTHER UTILITY CONTRACTORS. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THIS COORDINATION.
5. ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOD AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPALITY INSPECTORS.
7. CONTRACTOR TO CONTACT TxDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
8. CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TXDOT ROW AND THAT THE LENGTH OF ANY ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, 5' BEYOND THE TOE OF SLOPE FOR FILL SECTIONS, AND 5' BEYOND THE FACE OF THE CURB FOR CURB SECTIONS.
9. CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

PROJECT SPECIFIC NOTES:

1. ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON TO INCORPORATE INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY - IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 635.410 AS AMENDED.
2. THE CONTRACTOR MAY BE REQUIRED TO USE TEMPORARY PLUGS FOR SEQUENCING OF CONSTRUCTION AND TESTING OF PROPOSED WATER LINES. TEMPORARY PLUGS SHALL BE CONSIDERED SUBSIDIARY TO THE PIPELINE INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE.
3. CONTRACTOR SHALL SEQUENCE WORK BY PRIORITIZING TXDOT CROSSINGS AND AVAILABLE LAND/EASEMENTS, THIS WILL PRIMARILY START WITH WLA (074) AND FMA (087) INITIALLY.
4. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF TIE-IN LOCATIONS SHALL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
5. ALL OUTLETS, APPURTENANCES, AND FITTINGS FOR DUCTILE IRON PIPE ALTERNATIVE SHALL BE MECHANICAL JOINT, EXCEPT WHERE NOTED OTHERWISE.
6. IF HDPE IS THE PIPE MATERIAL SELECTED FOR THE 16" LINE, THIS WILL REQUIRE AN UPSIZE IN DIAMETER TO 20" DR-11 HDPE. GATE VALVES/APPURTENANCES ARE TO REMAIN AS THE SIZES SHOWN IN THE DRAWINGS, THEREFORE, REDUCERS WOULD BE REQUIRED TO TIE INTO THE SIZES SHOWN.
7. CORROSION PROTECTION REQUIREMENTS: THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND INSTALL THE FOLLOWING CORROSION PROTECTION SYSTEMS.

DUCTILE IRON PIPE

a. A CORROSION CONTROL SYSTEM CONSISTING 8-MIL V-BIO ENHANCED POLYETHYLENE ENCASEMENT, AND ZINC COATED PIPE IN ACCORDANCE WITH ISO 8179-1
b. JOINT BONDING
c. JOINT ISOLATION AT CONNECTIONS TO EXISTING NON-PVC PIPELINES
d. ELECTRICAL ISOLATION AT CASED CROSSINGS

Kimley»Horn
7250 N. Fwy, Suite 400 Ft. Worth, TX 76002
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
JOSEPH A. PEREZ
103741
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

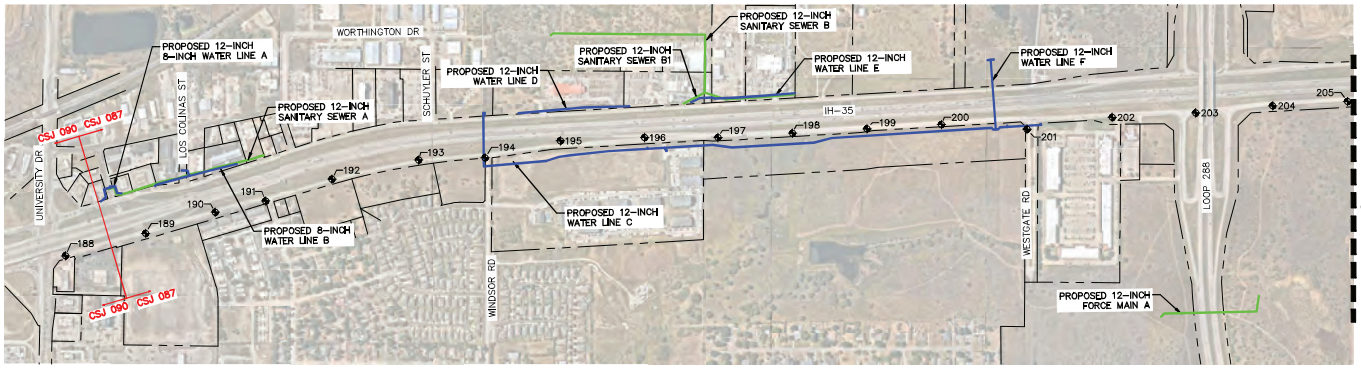
GENERAL NOTES I

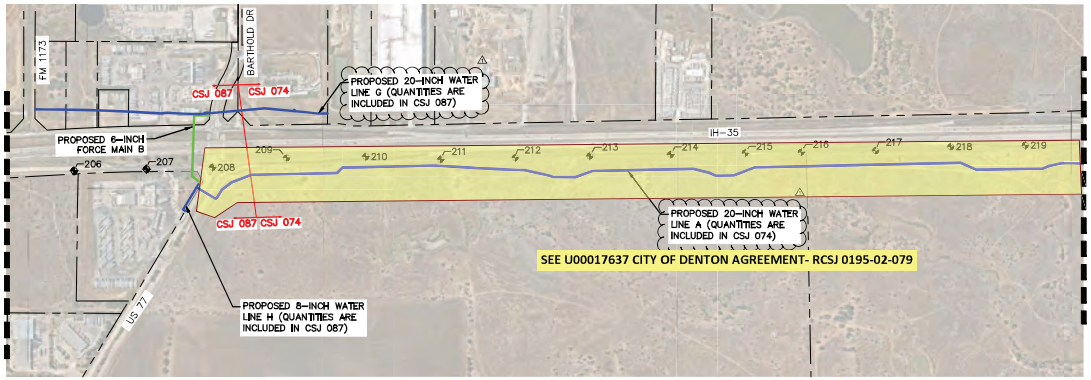
DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JPA
KHA NO.:	061024043

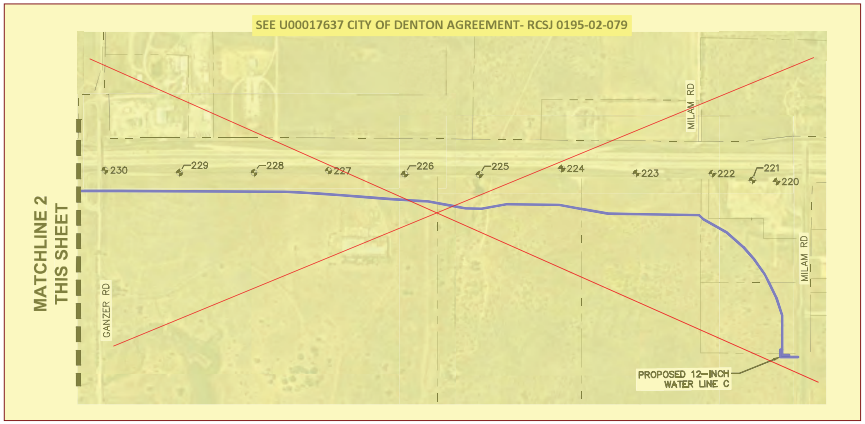
SHEET
2

K:\TPL_Denton\061024043-Denton - 35-Utility Relocations\CADD\SHEETS\GENERAL NOTES.dwg 7/8/2023 11:31 AM

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926









LEGEND:

- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- EXISTING CONTROL POINT

SHEET NOTES:

1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. SURVEY FEET, TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 NORTH CENTRAL ZONE (4204), ADJUSTED TO SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.000150630.
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING GEOID 12B.

CONTROL POINT TABLE

Point #	Elevation	Northing	Easting	Description
188	702.46	7134208.73	2374402.54	BM OF MAG W/ SHINER (YP CONTROL POINT)
189	703.86	7134854.06	2374222.02	BM OF MAG W/ SHINER (YP CONTROL POINT)
190	712.32	7135414.14	2374051.94	BM OF MAG W/ SHINER (YP CONTROL POINT)
191	717.80	7135819.92	2373961.60	BM OF MAG W/ SHINER (YP CONTROL POINT)
192	727.87	7136353.50	2373785.94	BM OF MAG W/ SHINER (YP CONTROL POINT)
193	740.62	7137051.39	2373631.05	BM OF MAG W/ SHINER (YP CONTROL POINT)
194	734.13	7137586.13	2373613.73	BM OF MAG W/ SHINER (YP CONTROL POINT)
195	734.12	7138191.90	2373477.24	BM OF MAG W/ SHINER (YP CONTROL POINT)
196	743.80	7138870.02	2373450.82	BM OF MAG W/ SHINER (YP CONTROL POINT)
197	734.15	7139460.98	2373450.77	BM OF MAG W/ SHINER (YP CONTROL POINT)
198	728.87	7140060.26	2373415.95	BM OF MAG W/ SHINER (YP CONTROL POINT)
199	737.10	7140660.00	2373380.90	BM OF MAG W/ SHINER (YP CONTROL POINT)
200	743.55	7141259.30	2373345.91	BM OF MAG W/ SHINER (YP CONTROL POINT)
201	745.51	7141947.82	2373384.40	BM OF MAG W/ SHINER (YP CONTROL POINT)
202	762.45	7142633.39	2373288.13	BM OF MAG W/ SHINER (YP CONTROL POINT)
203	751.69	7143305.88	2373252.66	BM OF MAG W/ SHINER (YP CONTROL POINT)
204	749.97	7143925.45	2373195.59	BM OF MAG W/ SHINER (YP CONTROL POINT)
205	737.38	7144528.11	2373160.22	BM OF MAG W/ SHINER (YP CONTROL POINT)
206	713.58	7145156.85	2373143.52	BM OF MAG W/ SHINER (YP CONTROL POINT)
207	700.65	7145739.33	2373130.44	BM OF MAG W/ SHINER (YP CONTROL POINT)
208	692.43	7146269.88	2373115.26	BM OF MAG W/ SHINER (YP CONTROL POINT)
209	687.30	7146866.49	2373040.47	BM OF MAG W/ SHINER (YP CONTROL POINT)
210	686.68	7147505.11	2373029.06	BM OF MAG W/ SHINER (YP CONTROL POINT)
211	688.71	7148106.51	2373050.77	BM OF MAG W/ SHINER (YP CONTROL POINT)
212	686.01	7148706.97	2373037.27	BM OF MAG W/ SHINER (YP CONTROL POINT)
213	689.90	7149307.38	2373025.22	BM OF MAG W/ SHINER (YP CONTROL POINT)
214	697.23	7149958.01	2373012.62	BM OF MAG W/ SHINER (YP CONTROL POINT)
215	697.78	7150558.25	2373000.21	BM OF MAG W/ SHINER (YP CONTROL POINT)
216	693.34	7151009.35	2372992.88	BM OF MAG W/ SHINER (YP CONTROL POINT)
217	673.83	7151607.83	2372981.46	BM OF MAG W/ SHINER (YP CONTROL POINT)
218	662.15	7152213.23	2372949.69	BM OF MAG W/ SHINER (YP CONTROL POINT)
219	660.05	7152812.90	2372936.98	BM OF MAG W/ SHINER (YP CONTROL POINT)
220	692.89	7153884.01	2373007.47	BM OF MAG W/ SHINER (YP CONTROL POINT)
221	690.15	7158688.42	2372996.41	BM OF MAG W/ SHINER (YP CONTROL POINT)
222	682.76	7158367.16	2372943.07	BM OF MAG W/ SHINER (YP CONTROL POINT)
223	678.44	7157755.14	2372939.82	BM OF MAG W/ SHINER (YP CONTROL POINT)
224	679.46	7157156.04	2372902.26	BM OF MAG W/ SHINER (YP CONTROL POINT)
225	674.12	7156492.52	2372952.08	BM OF MAG W/ SHINER (YP CONTROL POINT)
226	676.08	7155891.85	2372947.08	BM OF MAG W/ SHINER (YP CONTROL POINT)
227	677.63	7155279.50	2372920.34	BM OF MAG W/ SHINER (YP CONTROL POINT)
228	683.03	7154679.76	2372935.74	BM OF MAG W/ SHINER (YP CONTROL POINT)
229	678.96	7154079.56	2372935.94	BM OF MAG W/ SHINER (YP CONTROL POINT)
230	665.24	7153479.83	2372915.58	BM OF MAG W/ SHINER (YP CONTROL POINT)

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817 335-6511

No.	Revision	By	Date
1	PER CITY CHANGE TO PROJECT BENCHMARK	CPI	5/10/2023

CITY OF DENTON

IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

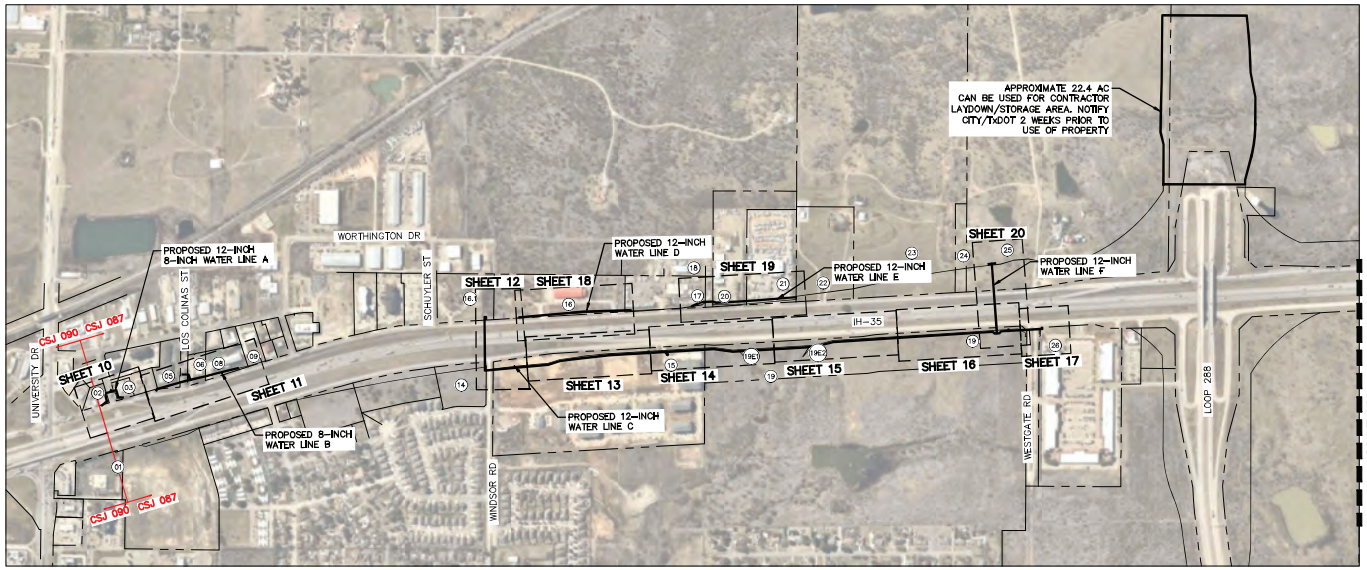
PROJECT CONTROL AND BENCHMARKS

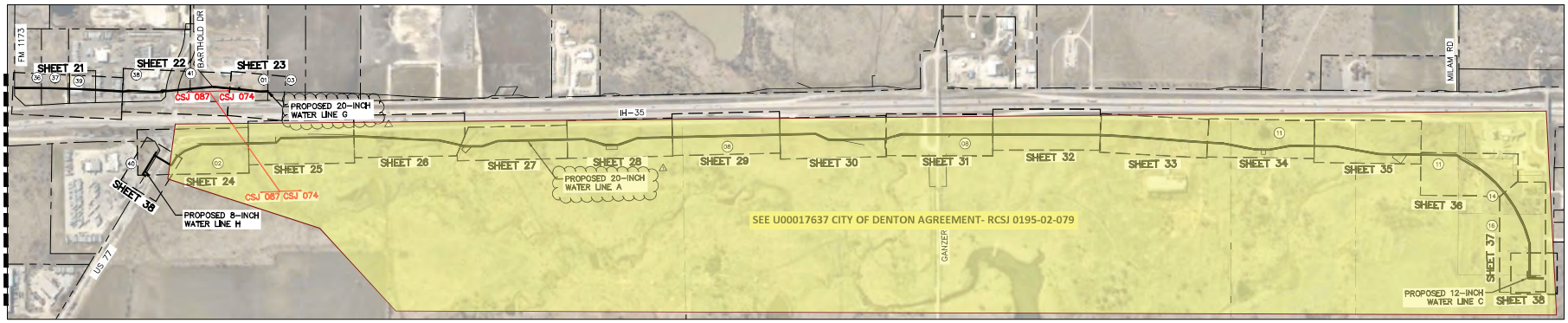
DATE:	APRIL 2023	
DESIGN:	CPI	
DRAWN:	NDCH	
CHECKED:	JPA	
KHA NO.:	061024043	

SHEET 3

\\kimley-horn.\tx_fw\tx_allfiles\061024043-denton-i-35-utility-relocations\CADD\SHEETS\3-CONTROL POINTS AND BENCHMARKS.dwg 5/10/2023 11:51 AM

DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926





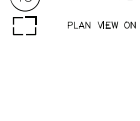


LEGEND:

- PROPOSED WATER LINE
- (18) TXDOT PARCEL NUMBER
- PLAN VIEW ON SHEET X

Kimley»Horn
TBPE Firm No. 928
801 Cherry St. Suite 1300 Ft. Worth, TX 76102
817 335-6511

No.	Revision	By	Date
1	PER CITY COMMENTS	GPI	9/7/2023



CITY OF DENTON

IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

PROPOSED WATER LOCATION MAP

DATE:	APRIL 2023
DESIGN:	GPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET

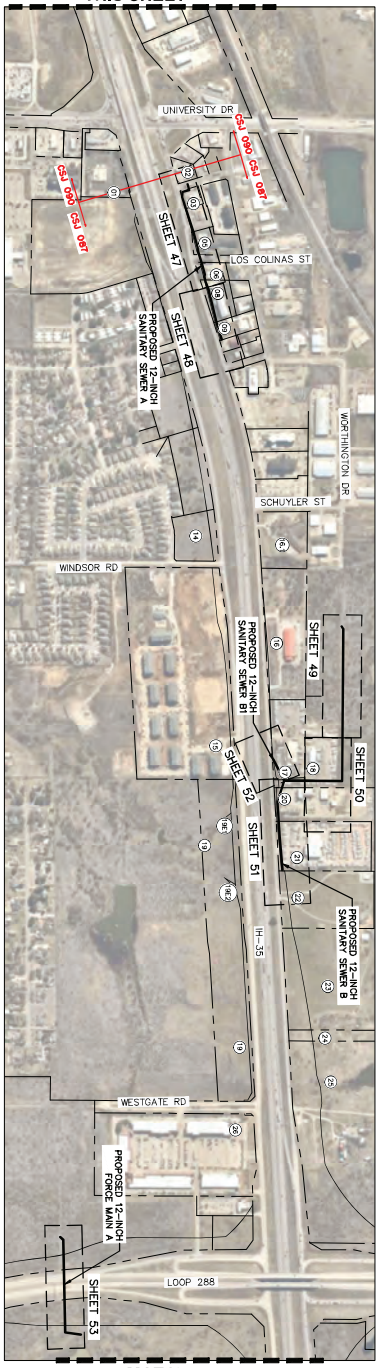
4

\\Kimley-Horn\Ve...ffice\...\utilities\061024043-denton-i-35-utility-relocations\CADD\SHEETS\2_GENERAL NOTES.dwg 9/9/2023 4:32 PM

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\2_GENERAL NOTES.dwg 3/8/2023 11:32 AM

DocuSign Envelope ID: A1E6B1E5-AAF5-434A-91C5-C59B1BE3F935

MATCHLINE 1
THIS SHEET



MATCHLINE 2
THIS SHEET

MATCHLINE 2
THIS SHEET



LEGEND:

PROPOSED SEWER LINE

18 TXDOT PARCEL NUMBER

PLAN VIEW ON SHEET X

GRAPHIC SCALE IN FEET
0 250 500 1000
FOR 11"X17" 1"=1000'

NORTH

SHEET 5	DATE: MARCH 2023	PROPOSED SEWER LOCATION MAP	CITY OF DENTON IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)
	DESIGN: CPI		
	DRAWN: NDCH		
	CHECKED: JRA		
	KHA NO.: 061024043		

03/08/2023
STATE OF TEXAS
CHRISTOPHER P. IRBY
120048
LICENSED PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928 P: 817-335-6511
801 Cherry St, Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

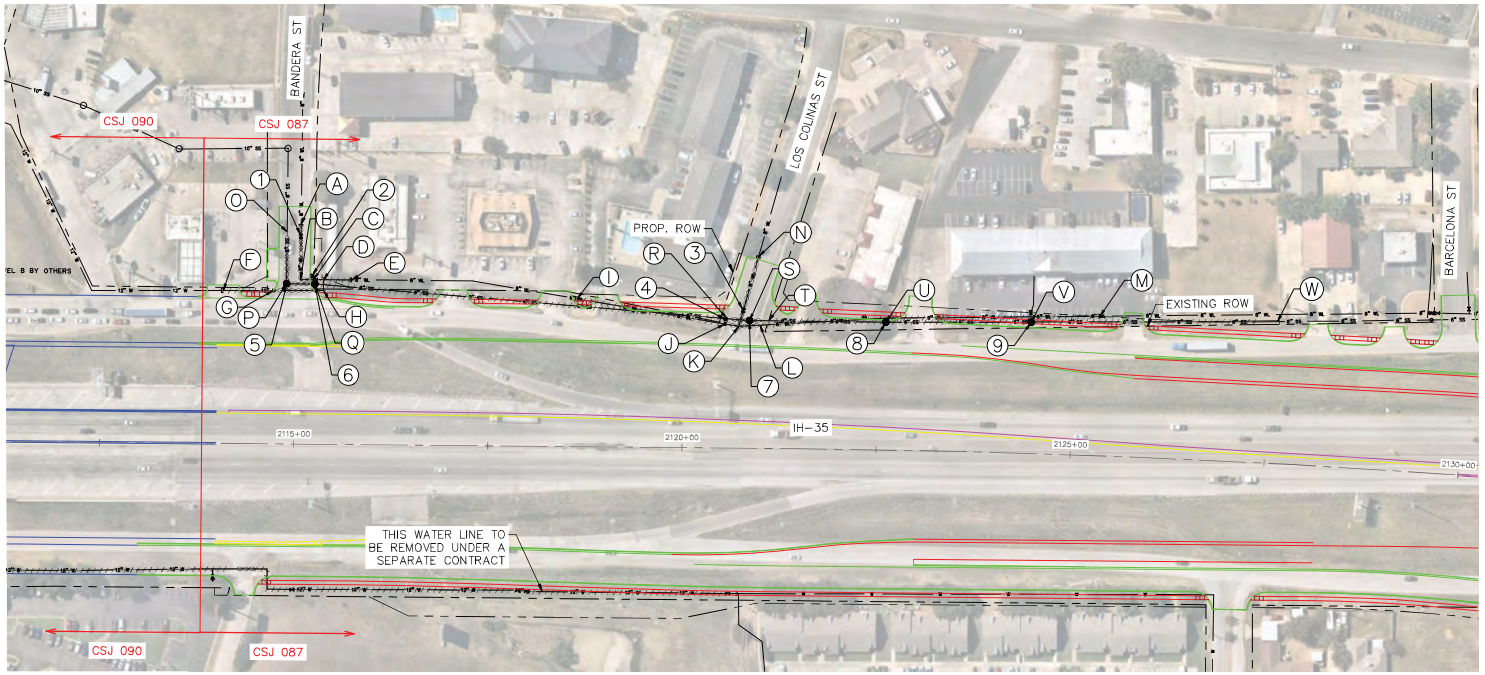
DocuSign Envelope ID: A1E0461E-9AF5-4549-91C6-235B0BE28926

LEGEND

PROPOSED UTILITY GROUT FILL AND ABANDON
PROPOSED UTILITY LINE REMOVAL
PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160
FOR 11"X17" 1"=160'



SHEET NOTES:

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TXDOT ROW ARE TO BE REMOVED OR FILLED WITH GROUT. ALL OTHER LINES SHOWN TO BE ABANDONED OUTSIDE OF TXDOT ROW MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE.

WATER ABANDONMENT

Point #	Northing	Easting	Description
1	7134573.53	2373867.51	REMOVE 6" GATE VALVE
2	7134601.95	2373912.28	REMOVE FH AND 6" VALVE
3	7135146.40	2373793.24	REMOVE 6" GATE VALVE
4	7135127.89	2373810.62	REMOVE FH AND 6" VALVE

SANITARY SEWER ABANDONMENT

Point #	Northing	Easting	Description
5	7134573.73	2373931.35	REMOVE SS MH
6	7134608.36	2373921.12	REMOVE SS MH
7	7135157.76	2373803.22	REMOVE SS MH
8	7135326.25	2373754.08	REMOVE SS MH
9	7135505.45	2373699.56	REMOVE SS MH

WATER LINE ABANDONMENT

Begin	End	Length	Description
A	B	71'	GROUT FILL AND ABANDON 8" WL PIPE
B	C	17'	GROUT FILL AND ABANDON 8" WL PIPE
C	D	13'	REMOVE 8" WL PIPE
D	E	36'	REMOVE 8" WL PIPE
F	G	65'	REMOVE 12" WL PIPE
H	D	14'	GROUT FILL AND ABANDON 12" WL PIPE
I	J	193'	REMOVE 8" WL PIPE
J	K	18'	GROUT FILL AND ABANDON 8" WL PIPE
K	L	27'	GROUT FILL AND ABANDON 8" WL PIPE
L	M	438'	REMOVE 8" WL PIPE
K	N	94'	GROUT FILL AND ABANDON 8" WL PIPE
G	H	65'	GROUT FILL AND ABANDON 12" WL PIPE

SANITARY SEWER LINE ABANDONMENT

Begin	End	Length	Description
O	P	66'	GROUT FILL AND ABANDON 8" SS PIPE
P	Q	36'	GROUT FILL AND ABANDON 8" SS PIPE
Q	R	533'	REMOVE 6" SS PIPE
R	S	29'	GROUT FILL AND ABANDON 6" SS PIPE
S	T	24'	GROUT FILL AND ABANDON 6" SS PIPE
T	U	151'	REMOVE 6" SS PIPE
U	V	187'	REMOVE 6" SS PIPE
V	W	317'	REMOVE 6" SS PIPE

Kimley»Horn
TBPE Firm No. 928 5500 FL Worth, TX 76132
801 Cherry St., Suite 1300

No. | Revision | By | Date

03/08/2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

UTILITY ABANDONMENT
(SHEET 1 OF 4)

DATE: MARCH 2023
DESIGN: CP
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024043

SHEET
6

K:\FTW_Utilities\061024043-Denton---35-Utility-Relocation\CADD\SHEETS\ABANDONMENT.dwg 3/8/2023 11:39 AM







City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: July 21, 2026

SUBJECT

Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental No.1 to the Water and Wastewater Utility Relocation Standard Utility Agreement ("Agreement") by and between the City of Denton ("City") and the Texas Department of Transportation ("TxDOT"), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and relocation of City facilities of both Water and Wastewater Utilities along IH-35E from US 380/ University to Milam Road (" Utility Relocations Project" (TxDOT CSJ# 0195-02-074)), within the County and City of Denton, Texas; providing for the expenditure of funds in an amount not to exceed $8,598,481.46 for Water and Wastewater Utility Relocation efforts; and providing an effective date. The Public Utilities Board recommends approval (6-0).

STRATEGIC ALIGNMENT

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

BACKGROUND

TxDOT has expanded their right-of-way through the I-35 corridor within City limits with plans of widening I-35 and frontage roads. The City was responsible for relocating the City's utilities currently located within the recently acquired TxDOT right-of-way. The relocation limits expand from the intersection with US-380 in the south to Milam Road on the northern boundary.

To meet TxDOT's anticipated roadway construction schedule, the City's I-35/US-380 to Milam Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT's recently expanded right-of-way.

After the project's completion and an accounting of all costs associated with the relocation efforts, a supplemental agreement is needed by TxDOT to increase the estimated reimbursement amount from $8,071,662.47 to $8,598,481.46. The increase of $526,818.99 includes authorized change orders, early finish incentive authorized by TxDOT, material over & under-runs, actual easement costs with third party attorney fees, and a third-party inspection services contract.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On July 18, 2023, The City of Denton authorized the Standard Utility Agreement with TxDOT approving reimbursements in the amount of $8,071,662.47 (Ordinance No. 23-1272).

ESTIMATED SCHEDULE OF PROJECT

The City's I-35/US-380 to Milam Utility Relocation Project began construction in July 2023 and completed in May 2024, for a total of 300 calendar days of contracted construction.

FISCAL INFORMATION

The City's reimbursable financial obligation would increase by $526,818.99, totaling $8,598,481.46 in TxDOT reimbursements. The funding was provided from account 630471523.1365.40100 (W Project Funding) and 640420545.1365.40100 (WW Project Funding). Reimbursements requested to date, $6,172,233.35, and have been deposited into accounts 5170.5908 (W) and 5170.4642 (WW).

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement
Exhibit 3 – Original Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this agreement, contact Shawn Messick at 940-349-8390.

Legal point of contact: Trerod Hall at 940-349-8336

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL NO. 1 TO THE WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON ("CITY") AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISTION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 380/UNIVERSITY TO MILAM ROAD ("UTILITY RELOCATIONS PROJECT" (TXDOT CSJ# 0195-02-074)), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $8,598,481.46 FOR WATER AND WASTEWATER UTILITY RELOCATION EFFORTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 18, 2023, City Council authorized Ordinance No. 23-1272 for approval and execution of the Standard Utility Agreement for water and wastewater utility relocations on project U00017637 in the amount of $8,071,662.47; and

WHEREAS, the supplemental No. 1 to the Standard Utility Agreement U00017637 for water and wastewater relocations will increase the reimbursement available to the City by an additional $526,818.99 for all eligible costs associated with the City's IH-35E Utility Relocation Project from US 380/University to Milam Road for a total reimbursement of $8,598,481.46; and

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or designee, is authorized to expend funds in an amount not to exceed the amount of Eight Million, Five Hundred Ninety-Eight Thousand, Four Hundred Eighty-One and 46/100 Dollars ($8,598,481.46) for Utility ID No. U00017637.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City, Supplemental No. 1 to the Water and Wastewater Standard Utility Agreement No. U00017637, a copy of which is attached hereto as Exhibits "A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

Standard Utility Agreement
Supplemental Agreement No. 1 to U Number N/A Utility ID U00017637

District: Dallas
ROW Project ID: R00002955
ROW CSJ: 0195-02-079
Construction CSJ: 0195-02-074
Proposed Highway Project Letting Date: 1/1/2024

County: Denton
Highway: IH 35
From: US 77
To: Cooke County Line

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on August 2, 2023 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: costs for material under & over-runs, authorized change orders required for the successful completion, easement cost to include 3rd party attorney fees for the project and the 3rd party inspection services contract. Buy America Attachment A Items Items 99, not installed and removed via change order, 102, 103, 104 are HDPE items and have been removed from the Buy America requirement. The incentive payment "Incentive" for timely completion of the Work shall be $2,000 per day limited to {180} days. The Contractor will earn the Incentive for each Day that the Work is Complete prior to the Contract Time of {300} Calendar Days taking into account any additional time extensions as documented in an approved Change Order. The Completion Date will be the date determined by the City and as stated on the Letter of Final Acceptance issued by the City. Contractor finished 90 days early, by percentage of contract value this agreement is for 35 of the 90 days, which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is ☒ increased or ☐ decreased to a total of $8,598,481.46, or ☐ no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial	Date	Initial	Date
TxDOT		Utility	

UTILITY

Utility: City of Denton

By: _____

Title: City Manger

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Attachment "A"
Plans, Specifications, and Estimated Costs

☐ Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Attachment "A" (Continued)
Plans, Specifications, and Estimated Costs

☒ Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

☐ This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

> *(1) Articles, materials, or supplies that have been:*
>
> *(i) Processed into a specific form and shape; or*
>
> *(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*
>
> *(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

_____
Signature

_____
Title

City of Denton

Construction: Mountain Cascade (see attached) Water Wastewater	 $6,345,888.00 $310,740.00
Approved Change Orders:	$3,999.00
Project Scheduling Incentive $2,000 Per Day (Up to 180 Days) $2,000 x 35 Days	$70,000
City of Denton Staff Time (see attached)	$284,862.86
City of Denton Staff 42% Labor Burden	$119,642.40
Engineering Kimley-Horn and Associates (see attached)	$529,558.11
Raba Kistner 3rd Party Inspection	$262,500.00
Replacement Easements (see attached)	$645,513.30
3rd Party Attorney Fees for Easements	$25,777.79
Total	$8,598,481.46

Utility Adjustment for TxDOT Project

TXDOT STANDARD SUA ESTIMATE

City of Denton
IH-35 Utility Relocation US-380 to Milam

RCSJ: 0195-03-074
ROW Project ID (TxC): N/A
Utility ID#: U00017637

Comparative Estimate

- ESTIMATE INCLUDING BETTERMENT
- ACTUAL COST
- (•) SUPPLEMENTAL ESTIMATE

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 7). Applies to All "EA" or "LS" items.

Percent of Difference 6%

Materials to be purchased by TxDOT - JOINT BID

Line Item / Item Description		Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
					$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -				$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Internally Supplied Materials - documented with Certified Ledger at Payment

Line Item / Item Description		Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
									$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -				$ -	$ -
OVERHEAD (%)		Enter % if applicable		0.00%	$ -			0.00%	$ -	$ -
				SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Externally Acquired Materials - documented with Invoices and/or Checks

Line Item / Item Description		Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
12" PVC Water Pressure Pipe		LF	279	$250.00	$ 69,750.00	LF	279	$250.00	$ 69,750.00	$ -
12" Gate Valve*	106	EA	7	$7,500.00	$ 52,500.00	EA	7	$7,500.00	$ 52,500.00	$ -
16" Gate Valve*	107	EA	20	$18,000.00	$ 360,000.00	EA	20	$18,000.00	$ 360,000.00	$ -
12" Water Main Connection with Shutdown		EA	1	$12,000.00	$ 12,000.00	EA	1	$12,000.00	$ 12,000.00	$ -
16" Water Main Connection with Shutdown		EA	2	$17,500.00	$ 35,000.00	EA	2	$17,500.00	$ 35,000.00	$ -
2" Water Air Release Valve and Vault*	110	EA	7	$20,000.00	$ 140,000.00	EA	7	$20,000.00	$ 140,000.00	$ -
Fire Hydrant Assembly*	111	EA	5	$9,700.00	$ 48,500.00	EA	5	$9,700.00	$ 48,500.00	$ -
Meter Vault and Appurtenances (to UTRWD)*	112	EA	1	$500,000.00	$ 500,000.00	EA	1	$500,000.00	$ 500,000.00	$ -
PRV Vault and Appurtenances*	113	EA	1	$220,000.00	$ 220,000.00	EA	1	$220,000.00	$ 220,000.00	$ -
20" HDPE Water Carrier Pipe		LF	1142	$150.00	$ 171,300.00	LF	1142	$150.00	$ 171,300.00	$ -
20" HDPE Pressure Pipe, Water		LF	12433	$266.00	$ 3,307,178.00	LF	12433	$266.00	$ 3,307,178.00	$ -
20" HDPE Pressure Pipe, Water, CLSM Backfill		LF	210	$500.00	$ 105,000.00	LF	210	$500.00	$ 105,000.00	$ -
Trench Safety		LF	12922	$1.00	$ 12,922.00	LF	12922	$1.00	$ 12,922.00	$ -
30" Casing by by Other Than Open Cut*	101	LF	1142	$700.00	$ 799,400.00	LF	1142	$700.00	$ 799,400.00	$ -
					$ -				$ -	$ -
Authorized Change Orders					$ -					$ -
(Item 101) 30" Casing by Other Than Open Cut*	101	LF			$ -	LF	10	$700.00	$ 7,000.00	$ 7,000.00
(Item 99) Cathodic Protection System		EA			$ -	EA	-1	$1.00	$ (1.00)	$ (1.00)
(Item 96) Flexible Paving Repair for Utility Trench		SY			$ -	SY	-15	$200.00	$ (3,000.00)	$ (3,000.00)
Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -				$ -	$ -
				SUBTOTAL	$ 5,833,550.00			SUBTOTAL	$ 5,837,549.00	$ 3,999.00
				MATERIALS SUBTOTAL	$ 5,833,550.00			MATERIALS SUBTOTAL	$ 5,837,549.00	$ 3,999.00

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

** Indicated items are declared construction materials and/or manufactured products for which the utility ensures DOMESTIC ORIGIN. (BABA COMPLIANCE)

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of $2,500, or .1% of the project total cost, whichever is greater.

Sum of De Minimus Items $0.00 | $0.00

TxDOT contractor labor - JOINT BID

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$0.00	$ -

Internal Labor Costs - documented with Certified Ledger at payment.

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
OVERHEAD (%)	Enter % if applicable		0.00%	$ -			0.00%	$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

External Labor Costs - documented with Invoices and / or checks

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Grout Fill 16" Utility Line	LF	221	$40.00	$ 8,840.00	LF	221	$40.00	$ 8,840.00	$ -
Remove 6" Utility Line	LF	50	$44.00	$ 2,200.00	LF	50	$44.00	$ 2,200.00	$ -
Remove 8" Utility Line	LF	188	$25.00	$ 4,700.00	LF	188	$25.00	$ 4,700.00	$ -
Remove 12" Utility Line	LF	919	$27.00	$ 24,813.00	LF	919	$27.00	$ 24,813.00	$ -
Remove 16" Utility Line	LF	14092	$28.00	$ 394,576.00	LF	14092	$28.00	$ 394,576.00	$ -
Remove 6" Water Valve	EA	2	$700.00	$ 1,400.00	EA	2	$700.00	$ 1,400.00	$ -
Remove 8" Water Valve	EA	1	$700.00	$ 700.00	EA	1	$700.00	$ 700.00	$ -
Remove 12" Water Valve	EA	1	$700.00	$ 700.00	EA	1	$700.00	$ 700.00	$ -
Remove 16" Water Valve	EA	5	$700.00	$ 3,500.00	EA	5	$700.00	$ 3,500.00	$ -
Remove Water ARV	EA	5	$750.00	$ 3,750.00	EA	5	$750.00	$ 3,750.00	$ -
Remove Fire Hydrant	EA	5	$1,200.00	$ 6,000.00	EA	5	$1,200.00	$ 6,000.00	$ -
Remove Concrete Water Vault	EA	3	$1,500.00	$ 4,500.00	EA	3	$1,500.00	$ 4,500.00	$ -
Flexible Paving Repair for Utility Trench	SY	15	$200.00	$ 3,000.00	SY	15	$200.00	$ 3,000.00	$ -
Topsoil	CY	798	$10.00	$ 7,980.00	CY	798	$10.00	$ 7,980.00	$ -
Seeding	SY	22839	$2.00	$ 45,678.00	SY	22839	$2.00	$ 45,678.00	$ -
Cathodic Protection System	EA	1	$1.00	$ 1.00	EA	1	$1.00	$ 1.00	$ -
Grout Fill 4" Utility Line	LF	361	$15.00	$ 5,415.00	LF	361	$15.00	$ 5,415.00	$ -
Remove Sewer ARV Appurtenance	EA	5	$1,800.00	$ 9,000.00	EA	5	$1,800.00	$ 9,000.00	$ -
Remove 4" Utility Line	LF	11853	$25.00	$ 296,325.00	LF	11853	$25.00	$ 296,325.00	$ -
				$ -				$ -	$ -
Incentive	DAY			$ -	DAY	35	$2,000.00	$ 70,000.00	$ 70,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 823,078.00			SUBTOTAL	$ 893,078.00	$ 70,000.00
			LABOR SUBTOTAL	$ 823,078.00				$ 893,078.00	$ 70,000.00

Engineering Procured by TxDOT - 100% eligibiity required

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.

Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
PM Time	HR	1290	$73.59	$ 94,931.06	HR	1290	$73.59	$ 94,931.06	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -					$ -
			SUBTOTAL	$ 94,931.06			SUBTOTAL	$ 94,931.06	$ -
Internal Survey / Landman									
Engineer Time	HR	1180	$65.31	$ 77,065.80	HR	1180	$65.31	$ 77,065.80	$ -

Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 77,065.80			SUBTOTAL	$ 77,065.80	$ -
Internal Inspection									
Inspector Time	HR	1300	$41.70	$ 54,210.00	HR	1300	$41.70	$ 54,210.00	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 54,210.00			SUBTOTAL	$ 54,210.00	$ -
Internal Administration									
Administration Staff Time	HR	520	$56.40	$ 29,328.00	HR	520	$56.40	$ 29,328.00	$ -
Real Estate Specialist	HR	520	$56.40	$ 29,328.00	HR	520	$56.40	$ 29,328.00	
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 58,656.00			SUBTOTAL	$ 58,656.00	$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead									
OVERHEAD (%)	Enter % if applicable		0.00%	$ -			42.00%	$ 119,642.40	$ 119,642.40
			SUBTOTAL	$ 284,862.86				$ 404,505.26	$ 119,642.40
External Engineering - Cost documented with INVOICES and / or CHECKS									
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
Kimley-Horn and Associates (Contracts Provided)									
Senior Professional II (P8)	HR	18	$275.00	$ 4,950.00	HR	18	$275.00	$ 4,950.00	$ -
Senior Professional I (P7)	HR	132	$260.00	$ 34,320.00	HR	132	$260.00	$ 34,320.00	$ -
Senior Professional I (P5)	HR	440	$230.00	$ 101,200.00	HR	440	$230.00	$ 101,200.00	$ -
Professional (P3)	HR	706	$195.00	$ 137,670.00	HR	706	$195.00	$ 137,670.00	$ -
Professional (B5)	HR	14	$190.00	$ 2,660.00	HR	14	$190.00	$ 2,660.00	$ -
Support Staff (N6)	HR	174	$125.00	$ 21,750.00	HR	174	$125.00	$ 21,750.00	$ -
Senior Tech Support (CO4)	HR	17	$160.00	$ 2,720.00	HR	17	$160.00	$ 2,720.00	$ -
Expenses	EA	1	$205,551.32	$ 205,566.56	EA	1	$205,551.32	$ 205,566.56	$ -
Office Expenses	EA	1	$18,721.55	$ 18,721.55	EA	1	$18,721.55	$ 18,721.55	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 529,558.11			SUBTOTAL	$ 529,558.11	$ -
External Survey/ Landman									
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
External Inspection									
Raba Kistner 3rd Party Inspector (Contract Provided)			$262,500.00	$ -				$ -	$ -
Inspector IV				$ -	HR	1650	$110.00	$ 181,500.00	$ 181,500.00
Project Manager				$ -	HR	300	$202.75	$ 60,825.00	$ 60,825.00
Administrative Assistant				$ -	HR	220	$72.50	$ 15,950.00	$ 15,950.00
Vehicle				$ -	EA	6500	$0.65	$ 4,225.00	$ 4,225.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ 262,500.00	$ 262,500.00
Engineering / Administration / Inspection SUBTOTAL				$ 814,420.97				$ 1,196,563.37	$ 382,142.40
Existing Easement Compensation - following Quit Claim / **Eligibility Ratio not applied.**			Will be documented by ROW PM						
Line Item / Item Description	Unit	Quantity	$/Unit	Total	Unit	Quantity	$/Unit	Total	Difference
				$ -				$ -	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ -			SUBTOTAL	$ -	$ -
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. Documentation of actual cost must be supplied at billing.			ROW PM must concur with rate.						
Blue Beacon International Inc (Parcel 1)		1	$21,584.00	$ 21,584.00		1	$21,267.00	$ 21,267.00	$ (317.00)
Title Fee						1	$986.20	$ 986.20	$ 986.20
CATDENTON 35 SIX Inc (Parcel 2)		1	$274,785.00	$ 274,785.00		1	$274,785.00	$ 274,785.00	$ -
Title Fee						1	$321.00	$ 321.00	$ 321.00
CATDENTON 35 Inc (Parcel 8/8A)		1	$167,790.00	$ 167,790.00		1	$167,790.00	$ 167,790.00	$ -
Title Fee						1	$321.00	$ 321.00	$ 321.00
NDMAC Ltd (Parcel 11)		1	$60,530.00	$ 60,530.00		1	$95,200.00	$ 95,200.00	$ 34,670.00
Title Fee						1	$1,479.20	$ 1,479.20	$ 1,479.20
Musket Corp #217 (Parcel 14)		1	$32,276.00	$ 32,276.00		1	$38,000.00	$ 38,000.00	$ 5,724.00
Title Fee						1	$1,075.20	$ 1,075.20	$ 1,075.20
Crawford, Kurt William (Parcel 16)		1	$43,648.50	$ 43,648.50		1	$43,177.50	$ 43,177.50	$ (471.00)
Title Fee						1	$1,111.20	$ 1,111.20	$ 1,111.20
3rd Party Attorney Fees				$ -		1	$22,718.73	$ 22,718.73	$ 22,718.73
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -				$ -	$ -
			SUBTOTAL	$ 600,613.50			SUBTOTAL	$ 668,232.03	$ 67,618.53
Easement Compensation SUBTOTAL				$ 600,613.50				$ 668,232.03	$ 67,618.53

SUMMARY:							
TOTAL PROJECT COST		$ 8,071,662.47			$ 8,595,422.40	$ 523,759.93
Amount Payable in TxDOT Contract (Joint Bid)		$ -			$ -	$ -
Utility Cost		$ 8,071,662.47			$ 8,595,422.40	$ 523,759.93
General & Administrative OH	0.00%	$ -	G&A		$ -	$ -
Gross Reimbursable to the Utility		$ 8,071,662.47			$ 8,595,422.40	$ 523,759.93
Amount Due to TxDOT Via an Advance Funding Agreement		$ -			$ -	$ -
SALVAGE and/or Depreciation CREDIT						$ -
BETTERMENT RATIO 0.00% Ratio Deduction		$ -	BR	0.00%	$ -	$ -
Amount reimbursable after Betterment and Salvage Credit		$ 8,071,662.47			$ 8,595,422.40	$ 523,759.93
ELIGIBILITY RATIO	100.00%		ER	100.00%		
NET REIMBURSEMENT TO UTILITY		$ 8,071,662.47			$ 8,595,422.40	$ 523,759.93
				Percent of Difference=	6%	

version 4.0

PROJECT COST SUMMARY - SUA U00017637

CONSTRUCTION - ORINGINAL ESTIMATED							SUA#1		
BID ITEM	Description	Quanity	Unit	Unit Cost	Estimated Costs		QTY Change	Estimated Costs	Revised Estimate
96	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	$ 200.00	$ 3,000.00			$ -	$ -
97	3293.015 - Topsoil	798	CY	$ 10.00	$ 7,980.00			$ -	$ -
98	3293.016 - Seeding	22839	SY	$ 2.00	$ 45,678.00			$ -	$ -
99	3301.00x - Cathodic Protection System	1	EA	$ 1.00	$ 1.00			$ -	$ -
100	3305.021 - Trench Safety	12922	LF	$ 1.00	$ 12,922.00			$ -	$ -
101	3305.030 - 30" Casing by by Other Than Open Cut*	1142	LF	$ 700.00	$ 799,400.00			$ -	$ -
102	3305.110 - 20" HDPE Water Carrier Pipe	1142	LF	$ 150.00	$ 171,300.00			$ -	$ -
103	3314.222 - 20" HDPE Pressure Pipe, Water	12433	LF	$ 266.00	$ 3,307,178.00			$ -	$ -
104	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill	210	LF	$ 500.00	$ 105,000.00			$ -	$ -
105	3314.146 - 12" PVC Water Pressure Pipe	279	LF	$ 250.00	$ 69,750.00			$ -	$ -
106	3314.329 - 12" Gate Valve*	7	EA	$ 7,500.00	$ 52,500.00			$ -	$ -
107	3314.330 - 16" Gate Valve*	20	EA	$ 18,000.00	$ 360,000.00			$ -	$ -
108	3314.393 - 12" Water Main Connection with Shutdown	1	EA	$ 12,000.00	$ 12,000.00			$ -	$ -
109	3314.394 - 16" Water Main Connection with Shutdown	2	EA	$ 17,500.00	$ 35,000.00			$ -	$ -
110	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	$ 20,000.00	$ 140,000.00			$ -	$ -
111	3471.001 - Fire Hydrant Assembly*	5	EA	$ 9,700.00	$ 48,500.00			$ -	$ -
112	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	$ 500,000.00	$ 500,000.00			$ -	$ -
113	9999.999 - PRV Vault and Appurtenances*	1	EA	$ 220,000.00	$ 220,000.00			$ -	$ -
				CONSTRUCTION TOTAL	*$ 5,890,209.00*		*Construction W/SUA#1*		*$ 5,890,209.00*
84	0241.016 - Grout Fill 16" Utility Line	221	LF	$ 40.00	$ 8,840.00			$ -	$ -
85	0241.029 - Remove 6" Utility Line	50	LF	$ 44.00	$ 2,200.00			$ -	$ -
86	0241.030 - Remove 8" Utility Line	188	LF	$ 25.00	$ 4,700.00			$ -	$ -
87	0241.032 - Remove 12" Utility Line	919	LF	$ 27.00	$ 24,813.00			$ -	$ -
88	0241.035 - Remove 16" Utility Line	14092	LF	$ 28.00	$ 394,576.00			$ -	$ -
89	0241.056 - Remove 6" Water Valve	2	EA	$ 700.00	$ 1,400.00			$ -	$ -
90	0241.057 - Remove 8" Water Valve	1	EA	$ 700.00	$ 700.00			$ -	$ -
91	0241.059 - Remove 12" Water Valve	1	EA	$ 700.00	$ 700.00			$ -	$ -
92	0241.060 - Remove 16" Water Valve	5	EA	$ 700.00	$ 3,500.00			$ -	$ -
93	0241.0xx - Remove Water ARV	5	EA	$ 750.00	$ 3,750.00			$ -	$ -
94	0241.094 - Remove Fire Hydrant	5	EA	$ 1,200.00	$ 6,000.00			$ -	$ -
95	0241.096 - Remove Concrete Water Vault	3	EA	$ 1,500.00	$ 4,500.00			$ -	$ -
114	0241.009 - Grout Fill 4" Utility Line	361	LF	$ 15.00	$ 5,415.00			$ -	$ -
115	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	$ 1,800.00	$ 9,000.00			$ -	$ -
116	0241.028 - Remove 4" Utility Line	11853	LF	$ 25.00	$ 296,325.00			$ -	$ -
				ABANDONMENT TOTAL	*$ 766,419.00*		*Abandonment W/SUA#1*		*$ 766,419.00*
92				Materials On Hand:	$ -				
SUA #1	AUTHORIZED CHANGE ORDERS ITEMS								
CCO1.2	(Item 101) 30" Casing by Other Than Open Cut*		LF	$ 700.00	$ -		10.00	$ 7,000.00	
CCO2.3	(Item 99) Cathodic Protection System		EA	$ 1.00	$ -		-1.00	$ (1.00)	
CCO2.2	(Item 96) Flexible Paving Repair for Utility Trench		SY	$ 200.00	$ -		-15.00	$ (3,000.00)	
CCO2.1	(New Item) Incentive for Early Completion		DAY	$ 2,000.00	$ -		35.00	$ 70,000.00	
				TOTAL CONSTRUCTION AND ABANDOMENT	**$ 6,656,628.00**		**C & A W/SUA#1**	**$ 73,999.00**	**$ 6,730,627.00**
ENGINEERING AND ROW ACQUISITION SERVICES									
	Property Acquisition Consultant Services							No Change	
	Engineering Contract				$ 529,558.11			No Change	
	3rd Party Inspection							$ 262,500.00	
				TOTAL ENGINEERING AND ROW ACQUISITION SERVICES	**$ 529,558.11**			**$ 262,500.00**	**$ 792,058.11**
EASEMENT COSTS									
	Easement Costs							$ 807,409.80	
	3rd Party Attorney Fees				$ 22,482.81			$ 22,718.73	
				TOTAL EASEMENT COSTS	**$ 600,613.50**			**$ 830,128.53**	**$ 1,430,742.03**
CITY STAFF LABOR									
	City Staff Labor							No Change	
	City Staff 42% Labor Burden							$ 119,642.40	$ 119,642.40
				TOTAL CITY STAFF LABOR	**$ 284,862.86**			**$ 119,642.40**	**$ 404,505.26**
				TOTAL ESTIMATED PROJECT COSTS	**$ 8,071,662.47**		**Total Estimated W/SUA#1**		**$ 9,357,933.40**
				BETTERMENT RATIO OF 0%					
				ESTIMATED UTILITY REIMBURSEMENT					
				REIMBURSEMENT REQUESTED TO DATE:					
				ESTIMATED AMOUNT REMAINING:					

Mountain Cascade Construction cost. Water/Wastewater

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SECTION 00 42 43 - UNIT PRICE BID FORM

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
5340 East US Highway 67
Alvarado, TX 76009
Andrew L. McCulloch
817-783-3094
Contact Email amcculloch@mountaincascade.com

PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)
IFB: 7968-003

BIDDERS APPLICATION - UNIT PRICE BID

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

CJS 074 WATER IMPROVEMENTS - UNIT III							
84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	$ 40.00	$	8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	$ 44.00	$	2,200.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	$ 25.00	$	4,700.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	$ 27.00	$	24,813.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	$ 28.00	$	394,576.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	$ 700.00	$	1,400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	$ 700.00	$	700.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	$ 700.00	$	700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	$ 700.00	$	3,500.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	$ 750.00	$	3,750.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	$ 1,200.00	$	6,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	$ 1,500.00	$	4,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	$ 200.00	$	3,000.00
97	32 93 00	3293.015 - Topsoil	798	CY	$ 10.00	$	7,980.00
98	32 93 00	3293.016 - Seeding	22,839	SY	$ 2.00	$	45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	$ 1.00	$	1.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	$ 1.00	$	12,922.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	$ 700.00	$	799,400.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		$	-
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF		$	-
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$	-
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	$ 250.00	$	69,750.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	$ 7,500.00	$	52,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	$ 18,000.00	$	360,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	$ 12,000.00	$	12,000.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	$ 17,500.00	$	35,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	$ 20,000.00	$	140,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	$ 9,700.00	$	48,500.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	$ 500,000.00	$	500,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	$ 220,000.00	$	220,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE	**IN-KIND REPLACMENT**						
102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		$	-
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	$ 150.00	$	171,300.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE	**IN-KIND REPLACMENT**						
103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF		$	-
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	$ 266.00	$	3,307,178.00
ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE	**IN-KIND REPLACMENT**						
104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$	-
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	$ 500.00	$	105,000.00
					TOTAL BID AMOUNT (Unit III):	$	6,345,888.00
CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV							
114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	$ 15.00	$	5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	$ 1,800.00	$	9,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	$ 25.00	$	296,325.00
					TOTAL BID AMOUNT (Unit IV):	$	310,740.00

Fix pg # overlap

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

City of Denton Staff & Kimley Horn design cost breakdown.

I-35 Project - City Staff Estimate

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	5000	$ 55.00	$ 275,000.00
	Admin(s)	3000	$ 45.00	$ 135,000.00
	Inspector(s)	15000	$ 40.00	$ 600,000.00
	Supervisor(s)	3828	$ 75.00	$ 287,100.00
Sum Total				$ 1,297,100.00

Water		
	RCSJ:0195-03-074, CCSJ:0195-03-071	
	Kimley Horn Contract	$ 576,195.88
	City Staff Time	$ 309,950.51
	RCSJ: 0195-03-091, CCSJ: 0195-03-087	
	Kimley Horn Contract	$ 534,685.25
	City Staff Time	$ 287,620.89
	RCSJ: 0195-02-079, CCSJ: 0195-02-074	
	Kimley Horn Contract	$ 504,837.65
	City Staff Time	$ 271,565.10
Wastwater		
	RCSJ:0195-03-074, CCSJ:0195-03-071	
	Kimley Horn Contract	$ 538,830.15
	City Staff Time	$ 289,850.53
	RCSJ: 0195-03-091, CCSJ: 0195-03-087	
	Kimley Horn Contract	$ 232,030.61
	City Staff Time	$ 124,815.21
	RCSJ: 0195-02-079, CCSJ: 0195-02-074	
	Kimley Horn Contract	$ 24,720.46
	City Staff Time	$ 13,297.77
	Kimley Horn Contract Subtotal	$ 2,411,300.00
	City Staff Time Subtotal	$ 1,297,100.00
Engineering and City Staff Time Total (Shown as a percentage of construction)		$ 3,708,400.00

Design Contract, Rate sheets

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Docusign City Council Transmittal Coversheet

PSA	6590-095
File Name	IH-35 FROM IH-35E-35W SPLIT TO MILAM ROAD
Purchasing Contact	Crystal Westbrook
City Council Target Date	December 17, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-2461

Water		
	RCSJ:0195-03-074, CCSJ:0195-03-071	
	Kimley Horn Contract	$ 576,195.88
	City Staff Time	$ 309,950.51
	RCSJ: 0195-03-091, CCSJ: 0195-03-087	
	Kimley Horn Contract	$ 534,685.25
	City Staff Time	$ 287,620.89
	RCSJ: 0195-02-079, CCSJ: 0195-02-074	
	Kimley Horn Contract	$ 504,837.65
	City Staff Time	$ 271,565.10
Wastwater		
	RCSJ:0195-03-074, CCSJ:0195-03-071	
	Kimley Horn Contract	$ 538,830.15
	City Staff Time	$ 289,850.53
	RCSJ: 0195-03-091, CCSJ: 0195-03-087	
	Kimley Horn Contract	$ 232,030.61
	City Staff Time	$ 124,815.21
	RCSJ: 0195-02-079, CCSJ: 0195-02-074	
	Kimley Horn Contract	$ 24,720.46
	City Staff Time	$ 13,297.77
	Kimley Horn Contract Subtotal	$ 2,411,300.00
	City Staff Time Subtotal	$ 1,297,100.00
Engineering and City Staff Time Total (Shown as a percentage of construction)		$ 3,708,400.00

DS

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC. with its corporate office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: IH-35 from I-35E-35W Split to Milam Road (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 ENGIFNEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $2,396,300 in the manner and in accordance with the fee schedule as set forth in Attachment B. 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 D.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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 D to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

Amendments to Section 4, if any, are included in Attachment C.

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

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

(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 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

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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: F4C51794-671E-4118-A387-7F101AAFE3E4

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: F4C51794-671E-4118-A387-7F101AAFE3E4

f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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 D to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

Amendments to Section 5, if any, are included in Attachment C.

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 D.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

Amendments to Section 6, if any, are included in Attachment C.

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: F4C51794-671E-4118-A387-7F101AAFE3E4

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition On Contracts With Companies Boycotting Israel

ENGINEER acknowledges that in accordance with Chapter 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

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.

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 Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

P. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C - Amendments to Standard Agreement for Engineering Services
Attachment D - Project Schedule
Attachment E - Location Map

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
B77CC711DA8B454...
City Manager

Date: 12/18/2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc.

DocuSigned by:
Scott Arnold
B4B5A000061EE4E9...
Scott Arnold, P.E.
Vice President

Date: 11/30/2020

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

DocuSigned by:
Terrance Naulty
B6F33138108947B...
Signature

Interim Director Water/Wastewater
Title

Water/Wastewater Utilties
Department

Date Signed: 11/30/2020

2020-693363
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn 4B07083TB47AA438...

ATTEST:
CITY SECRETARY

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

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM).

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

> The relocations of approximately 31,000 linear feet of 20-inch through 6-inch water main, 11,500 linear feet of 4-inch through 8-inch sanitary sewer force main, two sanitary sewer lift stations, and 6,500 linear feet of 8-inch through 10-inch gravity sanitary sewer line from the split/merger of I-35E and I-35EW to Milam Road in north Denton. There are approximately 4,000 linear feet of proposed trenchless bores/tunneling. The relocations are necessary due to the CSJ 0195-03-087, 0195-03-090, and 0195-02-0074 I-35 CSJ road widening and improvements projects planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross City or TxDOT ROW. This project is 100% reimbursable, excluding any betterments.

ENGINEER's scope of services is as follows:

IH-35- UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35W (South of Split) - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

IH-35- LIFT STATION-RELOCATIONS (Barthold-Cowboys and Love's)

- Task 13 – Lift Station Preliminary Engineering Report (PER)
- Task 14 – Lift Station Preliminary and Final Design
- Task 15 – Lift Station Bid Phase Services
- Task 16 – Lift Station Construction Phase Services

Task 1 – DESIGN MANAGEMENT

A. Project Management

1. Develop project communication plan.
    a. Develop project contact list.
    b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 36 months is assumed.
    c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
    a. Prepare for and attend kickoff meeting.
    b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
    a. Prepare and execute up to seven (7) subconsultant agreements.

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

1. Data Collection and Record Research
    b. Assemble and log available existing survey and topographic data provided by City and TxDOT.
    c. Gather existing aerial photographs.
    d. Gather existing water, sanitary sewer, and storm sewer record drawings.
    e. Gather existing paving plans.
    f. Gather existing development plans.
    g. Gather existing plat information.
    h. Collect property owner and record information
    i. Gather existing right-of-way and easement information.
    j. Gather existing franchise utility record information.
    k. Gather available lift station PER's, sewer shed basin studies, and historical flows

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

2. Site Investigation
    a. Walk general alignment.
    b. Document alignment corridor with photographs.
    c. Note visible potential alignment, conflicts and issues.
3. Data Review with City
    a. Meet with City to review accuracy of record information.
    b. Interview City staff concerning historical, existing and future City plans along the alignment.

B. Prepare Alignment Technical Memorandum.

1. Analysis of alignments indicating merits and challenges for each, and including the following considerations:
    a. Easement acquisition schedule and cost impacts.
    b. Existing development impacts.
    c. Existing potential horizontal and vertical conflicts.
    d. Accessibility for maintenance.
    e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN

A. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. Subsurface exploration including up to twenty-three (23) sample bores varying 10 to 40 feet depending upon location.

b. Laboratory tests for classification purposes and strength characteristics.

c. Engineering services that address the following:

i. soil and groundwater conditions

ii. Comments on general excavatability of soils and shale encountered

iii. Recommendations for pipe installation, including bedding and backfill

iv. Recommendations for tunneling operations

v. Recommendations for vault and wet well foundation type and allowable loading

vi. Recommendations for lateral pressures for structural design

2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

B. Cathodic Protection System

1. Document Review

a. Review the water line alignment (portion of the 16-inch waterline from Hwy 77 to Milam (approximately 16,000 linear feet) with respect to crossings of foreign pipelines and paralleling utility systems. Existing cathodic protection systems and locations of foreign line test stations will be identified. Foreign pipeline crossings will be considered.

b. Evaluate the water line alignment for possible induced AC interference and the need for protection under fault conditions.

2. Cathodic Protection Field Survey

a. Obtain soil resistivity measurements at intervals not to exceed 1,000 feet using ASTM G-57-95. The measurements will be taken to depths of 5, 10, and 15 feet.

b. Test soil samples for moisture content, pH, chloride ion and conductivity. Water samples will be similarly tested with the addition of sulfate ions.

c. Create dimensional field sketches of possible locations for cathodic protection anodes. Locations of secondary AC service and sites for the installation of power supplies will be noted.

3. Data Analysis and Lab Work

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. Evaluate soil resistivity test data including the use of Barnes Layer techniques for determining resistivities of the soil layer where proposed water line is to be installed.

b. Soil samples will be tested in the laboratory for moisture content, pH, chloride ion concentration, sulfide ion concentration and conductivity. Water samples will be similarly tested, with the exception of moisture content. Sulfate ion concentrations will be determined for water samples as well.

c. Tabulate and analyze AC and DC interference test data using computer models.

d. Compile data and analyze the conditions for galvanic and electrolytic corrosion along the proposed pipeline route.

4. Corrosion Protection Design

   a. Corrosion protection and AC/DC interference mitigation requirements will be defined for 2 pipe types (concrete pressure pipe and ductile iron pipe) for the proposed water line. Design criteria will include minimizing the impact of the sever soil stresses in the area, and a preference for sacrificial anode versus impressed current cathodic protection. Specific design deliverables will include:

      i. Prepare recommendations for protective coatings based upon AWWA standards for the proposed water line.

      ii. Prepare a report that documents test data, analysis and an opinion of probable construction cost for cathodic protection and interference control systems, and drawings and technical specifications which will be included in the construction contract documents.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to ten (10) level A testholes or "locates" of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.

2. This task assumes that SUE data will be available from TxDOT and may be relied upon for design.

D. Preliminary Waterline and Sanitary Sewer Line Design

1. Visit the site to perform field verification of the survey.

2. Preliminary plan and profile drawings preparation for approximately 32,000 linear feet of 20-inch through 6-inch water main, 12,000 linear feet of 4-inch through 8-inch sanitary sewer force main, and 6,500 feet of 8-inch through 10-inch gravity sanitary sewer line.

   a. Prepare (22"x34") plan and profile drawings at 1"=40' horizontal and 1"=4' vertical scale.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.

c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.

d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.

e. Prepare preliminary water line details, including connection details.

f. Provide design for supply meter vault to Upper Trinity Water District (UTRWD) on Milam Road and the Pressure Reducing Valve Vault including electrical and SCADA design.

    a. Plan Profile/Section Views

    b. Electrical Design Drawings:

        i. General Sheets (legend, general notes)

        ii. Site Plan and Elevation

        iii. One-Line Diagram

        iv. Instrumentation Symbols and Legend

g. Provide Sequencing notes for shutdown and connection sequencing plans.

h. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.

i. Perform one (1) site visit to verify preliminary design.

3. Preliminary Traffic Control and Detour Plan Preparation.

    a. City and TxDOT typical traffic control details will be included as required.

4. Franchise Utility Coordination

    a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.

    b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.

5. Prepare preliminary general notes and details, including City Standard Details where applicable.

6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.

7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. U.S. Army Corp of Engineer's Nationwide Permit 12 Memo (USACE NWP 12)

1. Engineer will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit must be met by the owner.
    - The memo will include, at a minimum, the following information:
    - Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;
    - Site visit photographs to document existing/preconstruction conditions;
    - A copy of the NWP 12 permit language with General Conditions;
    - State Water Quality Certifications and Conditions;
    - NWP Regional Conditions for Texas;
    - Cultural Resources information from readily available databases; and
    - Threatened and Endangered Species information from readily available databases.

F. Deliverables

1. Preliminary design submittal (60%)
    a. Submit four (4) copies to City for review and comment.
    b. Submittal shall include the following:
        i. Preliminary design plans (22"x34")
        ii. Preliminary technical specifications (table of contents)
        iii. Geotech report
        iv. Soil Resistivity Report
        v. NWP 12 Memo
        vi. Opinion of probable construction cost

G. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 4 – FINAL DESIGN

A. Final Waterline and Sanitary Sewer Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
    a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate cathodic protection study, details and technical specifications.
5. Incorporate details and technical specifications.
6. Include structural plans/details for meter vault and PRV vault.
7. Prepare surface repair sheets and details as necessary.
8. Prepare final abandonment layout sheet and letter for TxDOT submittal.
9. Prepare Project Manual using City Standard Construction Contract Documents.

B. Deliverables:

1. Final Design Submittal (95%)
    a. Submit four (4) copies to the City for review and comment.
    b. Submittal shall include the following:
        i. Final design drawings
        ii. Final design project manual
        iii. Opinion of probable construction cost

C. Meetings

1. One (1) meeting with City to review Final Design Submittal.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
    a. Submit four (4) copies to the City for bidding.
    b. Submittal shall include the following:
        i. Bid drawings
        ii. Bid project manual
        iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
    a. Preparation of addenda and delivery to City for distribution to plans holders.
    b. Responses to questions submitted by plans holders.
    c. Attend bid opening facilitated by City.
    d. Preparation of bid tabulation.
    e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
    a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
        i. Provide up to four (4) sets to City for execution.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
    a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
    a. Visit the construction site up to thirty (30) times during construction to perform construction observation. 18 months construction time is assumed.
    b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
    c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
    d. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.
3. Recommendations with Respect to Defective Work
    a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
    a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
    a. Recommend change orders to City, as appropriate.
    b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to fifty (50) shop drawings.

7. Substitutes and "or-equal"

   a. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

   b. Provide recommendations to City

8. Inspections and Tests

   a. Review certificates of inspections and tests within ENGINEER's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

   a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

    a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.

       i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
    a. (1) Mylar hardcopy full-size (22"x34")
    b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.
3. The ENGINEER will coordinate with TxDOT's Utility Coordinator to determine resolution of conflict matrix.

Task 10 – SURVEY AND EASEMENTS

A. Design Survey

1. Utility and Property Owner Coordination
    a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
    b. Coordinate with Engineer Real Estate Agent on Right of Entries for up to fifty-five (55) parcels.
2. Design Survey

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35, and along various crossings as shown on the Project Location Map. The topographic survey will be approximately 36,000 linear feet.

b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.

c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.

d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:

   i. Property pins

   ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.

   iii. Lane Striping (where applicable)

   iv. Driveways

   v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control

   vi. Culverts and bridges

   vii. Guardrail

   viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities

   ix. Traffic signal poles, cabinets, and other signal equipment

   x. Signs (excluding temporary signs)

   xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)

   xii. Buildings

   xiii. Retaining walls

   xiv. Fence limits and material types

   xv. Other applicable physical features that could impact design:

      a) Field ties to the existing edge of pavement on Interstate Hwy 35.

      b) Field sketches of utility manholes and structures.

      c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to fifty-five (55) permanent water line easements and up to fifty-five (55) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

Task 11 – EASEMENT ACQUISTION SERVICES

A. Easement Acquisition Services

ENGINEER will coordinate with the Real Estate Agent to aid in property acquisition services for up to two (2) hours per parcel.

ENGINEER will perform the following services for this task:

1. ENGINEER's Real Estate Agent shall provide appraisals for proposed easements on up to fifty-five (55) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.
2. ENGINEER's Real Estate Agent shall engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up fifty-five (55) parcels.
3. Provide property negotiation services for up to fifty-five (55) parcels for the proposed line as follows:
    a. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).
    b. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.

c. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.

d. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.

4. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.

5. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.

6. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.

7. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.

8. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

a. I-35 (from I-35E/I-35W split to south Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.

b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.

c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

a. Meeting notes and action items for each attending party from the coordination efforts.

b. Conceptual map identifying conflicts and conceptual OPCC.

Task 13 – LIFT STATION PRELIMINARY ENGINEERING REPORT

A. Prepare Preliminary Engineering Report (PER) for Lift Station Relocations

1. This task assumes that both the Border-Cowboy Lift Station on Barthold Road and the Love's Lift Station on Milam Road are in direct conflict with proposed TxDOT ROW and road widening and will need to be relocated. The following tasks will be performed:

2. Prepare and Submit a Preliminary Engineering Report per the City's specifications for review including:

    a. Lift Station Capacity

    b. System and Pump Curves

    c. Wet Well Sizing

        1. Sized to accommodate existing flows and/or original PER

        2. No additional sewer basin analysis is included in this task

    e. Site Access and Security per TCEQ

    f. Flood Protection

    h. Emergency Power (portable)

B. Deliverables

a. Digital .PDF copy of draft and final technical memorandum.

C. Meetings

a. Conduct one (1) review meeting with City.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

b. Revise PER based on City comments.

Task 14 – LIFT STATION PRELIMINARY AND FINAL DESIGN

A. Preliminary Lift Station Design

1. Prepare a preliminary site layout, including drainage, paving, yard piping and station configuration (for each lift station).
2. Prepare electrical site layout
3. Coordination with primary electric provider for design
4. Prepare a preliminary lift station design including:
    a. Average and peak flow confirmation
    b. Hydraulic analysis
    c. Internal piping and valve layout
    d. Lift station cross-sections
5. Submit preliminary design to the City for review and comment.

B. Final Lift Station Design

1. Prepare engineering plan sheets and specifications in accordance with the preliminary design and for permitting and processing.

2. The plans will include (for each lift station):
    i. Civil sheets: general notes, site plan, grading plan, piping plan, security fence details, lift station mechanical plans and details
    ii. Electrical sheets: general notes, site plan, grounding layout, section and elevations, one-line diagram, pump control schematic, SCADA layout, portable generator connection, and electrical details.
    iii. Structural sheets: general notes, structural details for wet well, valve vault, meter vault (if required) and slab-on-grade and specifications.

3. Specifications shall include technical specifications for materials and installation of the proposed facilities.

C. Deliverables

1. Preliminary design submittal (60%)
    a. Submit four (4) copies to City for review and comment.
    b. Submittal shall include the following:
        vii. Preliminary design plans (22"x34")
        viii. Preliminary technical specifications (table of contents)
        ix. Opinion of probable construction cost.
2. Final design submittal (90%)
    c. Submit four (4) copies to City for review and comment.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

d. Submittal shall include the following:

x. Preliminary design plans (22"x34")

xi. Preliminary technical specifications (table of contents)

xii. Opinion of probable construction cost

D. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

Task 15 – LIFT STATION BID PHASE SERVICES

This task assumes the lift stations to be bid as one bid package with the utility relocations. The services shown below will be performed concurrently with Task 6.

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:

f. Preparation of addenda and delivery to City for distribution to plans holders.

g. Responses to questions submitted by plans holders.

h. Attend bid opening facilitated by City.

i. Preparation of bid tabulation.

j. Preparation of recommendation of award letter.

4. Conformance plans and specifications

b. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.

ii. Provide up to four (4) sets to City for execution.

Task 16 – LIFT STATION CONSTRUCTION PHASE SERVICES

This task assumes the lift stations to be constructed concurrently with the utility relocations. The services shown below are similar to Task 7.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

A. Construction Phase Services

1. Pre-Construction Conference

    b. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site

2. Site Visits

    e. Visit the construction site up to two (2) times during construction to perform construction observation. 18 months construction time is assumed.

    f. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.

    g. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

    h. Hold monthly meetings with the contractor, either on site or off site for up to eighteen (18) meetings.

3. Recommendations with Respect to Defective Work

    b. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.

4. Clarifications and Interpretations

    b. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.

5. Change Orders

    c. Recommend change orders to City, as appropriate.

    d. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

6. Shop Drawings and Samples

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

b. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Assumes up to twenty (20) shop drawings.

7. Substitutes and "or-equal"

   c. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

   d. Provide recommendations to City

8. Inspections and Tests

   b. Review certificates of inspections and tests within ENGINEER's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.

9. Disagreements between City and Contractor

   b. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.

10. Final Walkthrough and Punchlist Preparation

    c. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.

       ii. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

d. Compile punch list from information gathered during final walkthrough with City and Contractor.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering'" after bidding
- Multiple bid packages
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed $2,396,300** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-16 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **$2,396,300**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

Utility Relocations:

• Task 1 – Design Management		$73,000
• Task 2 – Alignment Study		$106,000
• Task 3 – Preliminary Design		$469,200
• Task 4 – Final Design		$203,300
• Task 5 – Construction Contract Documents		$41,700
• Task 6 – Bid Phase Services		$30,500
• Task 7 – Construction Phase Services		$146,000
• Task 8 – Record Drawings Preparation		$35,100
• Task 9 – Permitting		$81,000
• Task 10 – Survey and Easements		$269,000
• Task 11 – Easement Acquisition Services		$747,900
• Task 12 – Conflict Analysis		$25,000
	Subtotal:	$2,227,700

Lift Station Relocations:

• Task 13 – Lift Station Preliminary Engineering Report (PER)		$35,200
• Task 14 – Lift Station Preliminary and Final Design		$104,300
• Task 15 – Lift Station Bid Phase Services		$6,300
• Task 16 – Lift Station Construction Phase Services		$22,800
	Subtotal:	$168,600
	Grand Total	**$2,396,300**

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "C"

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

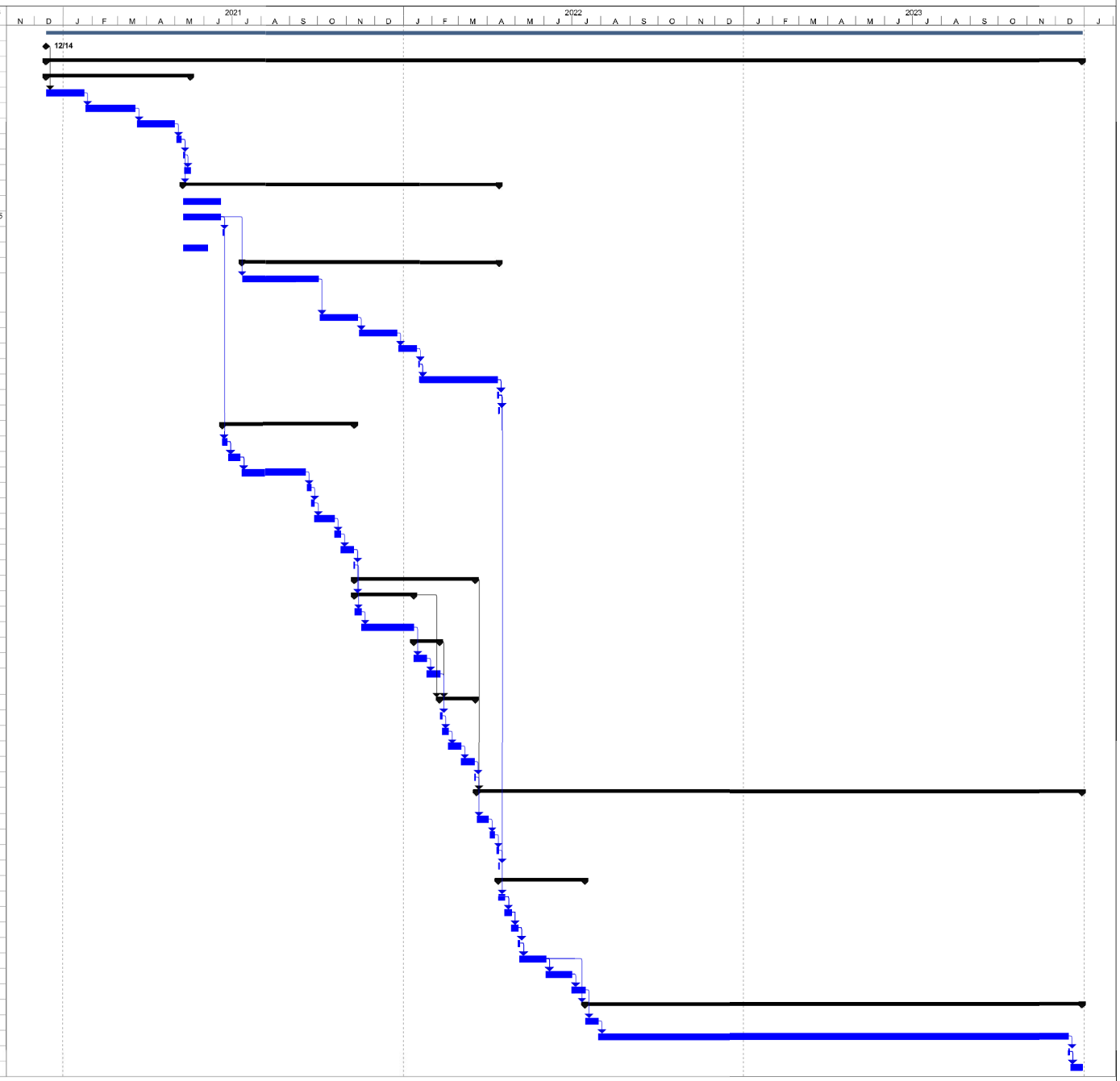
IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)

No modifications to the Standard Agreement are necessary for this project.

DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

Attachment D - I-35 - City of Denton - Utility Relocations
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predec	Successors
1	**I-35-Denton - Utility Relocations**					
2	Notice to Proceed	0 days	Mon 12/14/20	Mon 12/14/20		5
3	**I-35-DENTON-UTILITY-RELOCATIONS**	**795 days**	**Mon 12/14/20**	**Fri 12/29/23**		
4	**Alignment Study**	**111 days**	Mon 12/14/20	**Mon 5/17/21**		
5	Data Collection	6 wks	Mon 12/14/20	Fri 1/22/21	2	6
6	Alignment Study Memorandum	8 wks	Mon 1/25/21	Fri 3/19/21	5	7
7	QAQC/TxDOT Cordination	6 wks	Mon 3/22/21	Fri 4/30/21	6	8
8	City Review	1 wk	Mon 5/3/21	Fri 5/7/21	7	11,9
9	Review Meeting	1 day	Mon 5/10/21	Mon 5/10/21	8	10
10	Revise Memorandum	1 wk	Tue 5/11/21	Mon 5/17/21	9	
11	**Preliminary Design**	**243 days**	Mon 5/10/21	**Wed 4/13/22**	8	
12	Geotechnical Investigation	6 wks	Mon 5/10/21	Fri 6/18/21		
13	Survey	6 wks	Mon 5/10/21	Fri 6/18/21		14,17FS+15
14	Preliminary Site Visit	2 days	Mon 6/21/21	Tue 6/22/21	13	
15	Subsurface Utility Engineering (SUE)	4 wks	Mon 5/10/21	Fri 6/4/21		
16	**Easement Acquisition**	**198 days**	**Mon 7/12/21**	**Wed 4/13/22**		
17	Receive Easement Docs/Metes & Bounds and Receive City Approval	3 mons	Mon 7/12/21	Fri 10/1/21	13FS+1 days	18
18	Appraisal and Approval	30 days	Mon 10/4/21	Fri 11/12/21	17	19
19	Initial Offer Letter	30 days	Mon 11/15/21	Fri 12/24/21	18	20
20	Final Offer Letter	15 days	Mon 12/27/21	Fri 1/14/22	19	21
21	Final Negotiation Period	1 day	Mon 1/17/22	Mon 1/17/22	20	22
22	Condemnation	3 mons	Tue 1/18/22	Mon 4/11/22	21	23
23	Closing	1 day	Tue 4/12/22	Tue 4/12/22	22	24,54
24	Possession	1 day	Wed 4/13/22	Wed 4/13/22	23	
25	**Preliminary Plans**	**102 days**	**Mon 6/21/21**	**Tue 11/9/21**		
26	Breakdown Survey	1 wk	Mon 6/21/21	Fri 6/25/21	13	27
27	General Sheets	2 wks	Mon 6/28/21	Fri 7/9/21	26	28
28	Civil Sheets	10 wks	Mon 7/12/21	Fri 9/17/21	27	29
29	Prepare OPCC	4 days	Mon 9/20/21	Thu 9/23/21	28	30
30	Site Visit	2 days	Fri 9/24/21	Mon 9/27/21	29	31
31	QA/QC	3 wks	Tue 9/28/21	Mon 10/18/21	30	32
32	Revisions	1 wk	Tue 10/19/21	Mon 10/25/21	31	33
33	City Review	2 wks	Tue 10/26/21	Mon 11/8/21	32	36,34
34	Review Meeting	1 day	Tue 11/9/21	Tue 11/9/21	33	37
35	**Final Design**	**93 days**	**Wed 11/10/21**	**Fri 3/18/22**		**48**
36	**Prepare Plans**	**45 days**	**Wed 11/10/21**	**Tue 1/11/22**	33	**42**
37	General Sheets	1 wk	Wed 11/10/21	Tue 11/16/21	34	38
38	Civil Sheets	8 wks	Wed 11/17/21	Tue 1/11/22	37	40
39	**Project Manual**	**20 days**	**Wed 1/12/22**	**Tue 2/8/22**		**42**
40	City Standard Specifications	2 wks	Wed 1/12/22	Tue 1/25/22	38	41
41	Non-Standard Technical Specifications	2 wks	Wed 1/26/22	Tue 2/8/22	40	43
42	**90% Submittal**	**28 days**	**Wed 2/9/22**	**Fri 3/18/22**	36,39	
43	OPCC	2 days	Wed 2/9/22	Thu 2/10/22	41	44
44	QA/QC	1 wk	Fri 2/11/22	Thu 2/17/22	43	45
45	Revisions	2 wks	Fri 2/18/22	Thu 3/3/22	44	46
46	City Review	2 wks	Fri 3/4/22	Thu 3/17/22	45	47
47	Review Meeting	1 day	Fri 3/18/22	Fri 3/18/22	46	49
48	**Project Manual Doc Preparation, Bidding and Construction**	**465 days**	**Mon 3/21/22**	**Fri 12/29/23**	35	
49	Plan Revisions	2 wks	Mon 3/21/22	Fri 4/1/22	47	50
50	Project Manual Revisions	1 wk	Mon 4/4/22	Fri 4/8/22	49	51
51	Final OPCC	2 days	Mon 4/11/22	Tue 4/12/22	50	52
52	Construction Doc Submittal	1 day	Wed 4/13/22	Wed 4/13/22	51	
53	**Bidding**	**67 days**	**Wed 4/13/22**	**Thu 7/14/22**		
54	Advertisement 1	1 wk	Wed 4/13/22	Tue 4/19/22	23	55
55	Pre-Bid Meeting	1 wk	Wed 4/20/22	Tue 4/26/22	54	56
56	Advertisement 2	1 wk	Wed 4/27/22	Tue 5/3/22	55	57
57	Bid Opening/Tabulation/Award Rec	2 days	Wed 5/4/22	Thu 5/5/22	56	58
58	PUB Recommendation	4 wks	Fri 5/6/22	Thu 6/2/22	57	61,59
59	Council Award	4 wks	Fri 6/3/22	Thu 6/30/22	58	60
60	Contract Doc Execution	2 wks	Fri 7/1/22	Thu 7/14/22	59	62
61	**Construction**	**381 days**	**Fri 7/15/22**	**Fri 12/29/23**	58	
62	Preconstruction Meeting	2 wks	Fri 7/15/22	Thu 7/28/22	60	63
63	Construction	18 mons	Fri 7/29/22	Thu 12/14/23	62	64
64	Final Walk Through	1 day	Fri 12/15/23	Fri 12/15/23	63	65
65	Record Drawings	2 wks	Mon 12/18/23	Fri 12/29/23	64	



Project: 2018-04_100996-Clear-Fork_LS
Date: Fri 10/9/20

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Progress | Deadline

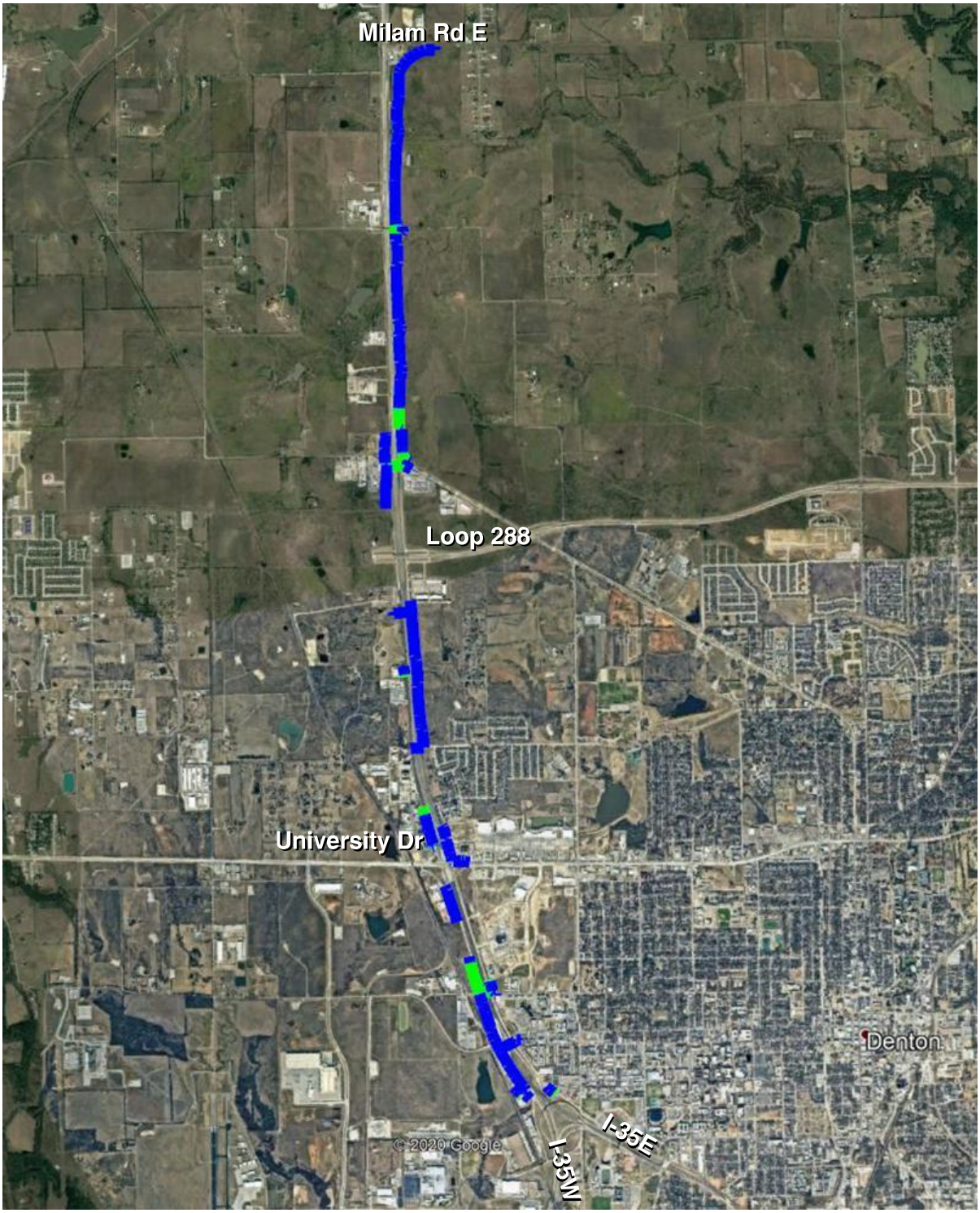
DocuSign Envelope ID: F4C51794-671E-4118-A387-7F101AAFE3E4

ATTACHMENT "E"

PROJECT LOCATION MAP

for

IH-35 - UTILITY-RELOCATIONS (FROM I35E/I35W SPLIT TO MILAM)



DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
PSA 6590-095

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-095 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc. ("Engineer"); to that certain contract executed on December 17, 2020, in the original not-to-exceed amount of $2,396,300 (the "Agreement"); for services related to the IH-35 from I-35E-35W Split to Milam Road.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $15,000 with this Amendment for an aggregate not-to-exceed amount of $2,411,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the design of intersection improvements for the Small Transportation Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A" 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 $15,000.

2. This Amendment modifies the Agreement amount to provide an additional $15,000 for the additional services with a revised aggregate not to exceed total of $2,411,300.

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

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 Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 05/25/2021.

"City"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Crystal Westbrook 160CB6AB623F4F0...

CRYSTAL WESTBROOK, SENIOR BUYER

"Engineer"

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: Scott Arnold D1B5A80061EE4E9...

Vice President

AUTHORIZED SIGNOR, TITLE

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

DocuSigned by: Stephen D. Gay FEB48BB9726E4A9...

SIGNATURE

Stephen D. Gay

PRINTED NAME

Director, Water and Wastewater

TITLE

Water and Wastewater

DEPARTMENT

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
IH-35 - UTILITY-RELOCATIONS
(FROM I35E/I35W SPLIT TO MILAM)
Amendment Scope of Services

This is Amendment Number 01 to the Professional Service Agreement (6590-095) between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Denton (City) executed on December 18, 2020.

Scope of Services

The CITY has requested that the ENGINEER perform additional services to analyze the sewer basin projected flows for potential development in the Milam Creek to Loop 288 area to evaluate and determine the appropriate size of sewer infrastructure needed to meet peak flows for the proposed developments.

Task 17 – Sewer Basin Planning

ENGINEER will perform the following additional services:

1. Data Collection

Perform data collection necessary for the determination of the appropriate size of sewer facilities needed to meet peak flow demands. The City is to provide the number and size of developments to perform the analysis on. Data collection shall include obtaining and organizing the following:

- Confirmation from City on development location and projected flows
- Existing sewer lines in the area that will serve the development.
- Current or future City projects in the Pecan Creek Basin that are increasing capacities in the sewer system

2. Sewer Basin Analysis and Estimated Costs

Analyze and evaluate the proposed sewer basins for up to two (2) options. ENGINEER will rely upon information provided by the City for reaching a point downstream in the Pecan Creek Basin that can handle the additional flow from proposed development. The ENGINEER will not be responsible for analyzing the existing flows in the Pecan Creek or Milam Creek Basins

- ENGINEER will develop a wastewater Capital Improvement Plan that identifies projects to be constructed including the following tasks:
    - Develop and utilize a costing methodology to provide opinions of probable construction costs for the two (2) options.

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

3. Technical Memorandum

Prepare a technical memorandum summarizing the finding of the analysis and recommendations which includes:

- Introduction
- List of Design Assumptions
- Existing and Proposed System Description
- Conclusion stating the overall findings of the analysis
- Appendix (Supporting Data and Calculations)

MEETINGS

The following is a list of meetings we anticipate will be required for the approval of the Sewer Basin Analysis.

- (1) Meeting with City staff to review and discuss design criteria and existing system information.
- (1) Meeting with City staff to discuss the Sewer Basin development and results of the analysis.

DELIVERABLES

Deliverables for the project will include:

- Three (3) copies of the technical memorandum

SCHEDULE

We will complete the services for Task 2-3 within 14 calendar days after completion of Task 1.

Compensation

The additional services described above will be accommodated by increasing the contract amount by $15,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	$73,000	-	$73,000
Task 2 – Alignment Study	$106,000	-	$106,000
Task 3 – Preliminary Design	$469,200	-	$469,200
Task 4 – Final Design	$203,300	-	$203,300
Task 5 – Construction Contract Documents	$41,700	-	$41,700
Task 6 – Bid Phase Services	$30,500	-	$30,500
Task 7 – Construction Phase Services	$146,000	-	$146,000

DocuSign Envelope ID: 321C4870-867C-4CD8-9ECD-9A97C4B78054

Task 8 – Record Drawings Preparation	$35,100	-	$35,100
Task 9 – Permitting	$81,000	-	$81,000
Task 10 – Survey and Easements	$269,000	-	$269,000
Task 11 – Easement Acquisition Services	$747,900	-	$747,900
Task 12 – Conflict Analysis	$25,000	-	$25,000
Task 13 – Lift Station Preliminary Engineering Report (PER)	$35,200	-	$35,200
Task 14 – Lift Station Prelim/Final Design	$104,300	-	$104,300
Task 15 – Lift Station Bid Phase Services	$6,300	-	$6,300
Task 16 – Lift Station Const. Phase Services	$22,800	-	$22,800
Task 17 – Sewer Basin Planning	-	$15,000	$15,000

Totals:	**$2,396,300**	**$15,000**	**$2,411,300**

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

_____

Title:_____

Date:_____

BY:
ENGINEER
Kimley-Horn and Associates, Inc

_____

Title: John Atkins, Vice President

Date:_____

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam)**
KHA No.	**0610240xx**
PM:	**Chris Igo**

Task Budget Summary

				Task 700	Task 888	
No.	**Task Name**	***Hours***	**Labor**	**Expenses**	**Office Exp.**	**Subtotal**
100	Design Mgmt	*248*	$ 54,000	$ 16,500	$ 2,500	$ 73,000
200	Align Routing-Esmt ID	*452*	$ 101,300		$ 4,700	$ 106,000
201	Prelim Design	*1,478*	$ 334,400	$ 119,400	$ 15,400	$ 469,200
202	Final Design	*873*	$ 194,300		$ 9,000	$ 203,300
203	Contract Docs	*200*	$ 39,800		$ 1,900	$ 41,700
204	Bidding Services	*131*	$ 29,100		$ 1,400	$ 30,500
205	CCA	*607*	$ 136,900	$ 2,800	$ 6,300	$ 146,000
206	Record Drawings	*158*	$ 33,500		$ 1,600	$ 35,100
207	Permitting	*345*	$ 77,400		$ 3,600	$ 81,000
208	Survey and Easements	*1,014*	$ 188,600	$ 71,700	$ 8,700	$ 269,000
209	Easement Acquisition	*180*	$ 41,900	$ 704,000	$ 2,000	$ 747,900
210	Conflict Analysis	*106*	$ 23,900		$ 1,100	$ 25,000
213	LS PER	*155*	$ 33,600		$ 1,600	$ 35,200
214	LS Prelim and Final Desi	*386*	$ 84,900	$ 15,400	$ 4,000	$ 104,300
215	LS Bidding	*26*	$ 6,000		$ 300	$ 6,300
216	LS CCA	*81*	$ 16,500	$ 5,500	$ 800	$ 22,800
217	Sewer Basin Planning	*61*	$ 14,000	$ 300	$ 700	$ 15,000
777	Contingency				$ -	
	TOTALS:	***6,501***	**$ 1,410,100**	**$ 935,600**	**$ 65,600**	**$ 2,411,300**

Subconsultant Summary

Task No.	**Task Name**	**Cost**	**Multiplier**	**Subtotal**

Project Budget Summary		
Labor:	**$**	**1,410,100**
Expenses:	**$**	**1,001,200**
TOTAL:	**$**	**2,411,300**

Water		
	CSJ 090	
	Kimley Horn Contract	$470,020
	City Staff Time	$252,836
	CSJ 087	
	Kimley Horn Contract	$572,112
	City Staff Time	$307,753
	CSJ 074	
	Kimley Horn Contract	$708,898
	City Staff Time	$381,335
Wastewater		
	CSJ 090	
	Kimley Horn Contract	$387,075
	City Staff Time	$208,217
	CSJ 087	
	Kimley Horn Contract	$245,742
	City Staff Time	$132,191
	CSJ 074	
	Kimley Horn Contract	$27,454
	City Staff Time	$14,768
	Kimley Horn Contract Subtotal	$2,411,300
	City Staff Time Subtotal	$1,297,100
Engineering and City Staff Time Total (Shown as a percentage of construction)		$3,708,400

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**54,000**
Expenses:	**$**	**16,500**
Allocation:	**$**	**2,500**
TOTAL:	**$**	**73,000**

Task Information	
Number:	**100**
Name:	**Design Mgmt**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
A. Kickoff Meeting		1	1	2	4								8	
Pepare for Kickoff Meeting		4	4	4	4								16	
Attend Kickoff Meeting			1	2	2								5	
Kick-off Meeting Notes														
			1	2									3	
B. Data Collection					10								10	
Record Drawings					10								10	
GIS Data (including aerials/LiDAR)					10								10	
Projects in Progress														
C. Sub-Agreements														
Geotech				1	3								4	
Survey				1	3								4	
SUE				1	3								4	
ROW				1	3								4	
Elect				1	3								4	
Structural				1	3								4	
D. Monthly Reporting														
Invoicing						36							36	
Reporting (Status/Schedule)				36	36								72	
Invoice to TxDOT				18	18	18							54	
Direct Expenses														$ 15,000
Subtotals:		5	7	70	112	54							248	$ 15,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**101,300**
Expenses:	**$**	**-**
Allocation:	**$**	**4,700**
TOTAL:	**$**	**106,000**

Task Information	
Number:	**200**
Name:	**Align Routing-Esmt ID**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Preliminary Investigation														
i) Data Collection and Record Research				12	12								24	
ii) Site Investigation			20	20	20								60	
iii) Data Review w/ City			8	8	8								24	
b) Prelim Property & ROW Investigation				50	100								150	
c) Alignment Tech Memo														
Memorandum Prep			4	4	16								24	
Easement Impacts			1	2									3	
Pavement Impacts			1	2									3	
OPCC			2	4	16								22	
Alignment Exhibit Preparation			2	40	60								102	
d) City Meeting Prep and Notes			4	6	8								18	
e) Tech Memo Revisions			2	8	12								22	
Subtotals:			44	156	252								452	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**334,400**
Expenses:	**$**	**119,400**
Allocation:	**$**	**15,400**
TOTAL:	**$**	**469,200**

Task Information	
Number:	**201**
Name:	**Prelim Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Preliminary Design														
i) Field Verification			16	16	16								48	
ii) Prelim WL/SS/RC Layout				10	10								20	
iii) Prelim WL/SS/RC Plans														
Cover Sheet				1	2								3	
Control Sheets (2)				2	4								6	
Overall WL Layout Sheet				1	6								7	
Overall SS Layout Sheet				1	6								7	
P&P (WL) ~ 40 sheets (.5/2/3/8)		20	80	120	320								540	
P&P (FM/SS) ~ 23 sheets (.5/2/4/8)		10	50	90	184								334	
iv) TCP			8	2	20								30	
v) Franchise Utility Coord				10	10								20	
vi) Gen Notes/Index/Legend				2	6								8	
vii) City Std Dtls				1	4								5	
viii) WL Connection Dtls				4	20								24	
ix) Prelim Tech Specs				4	20								24	
x) OPCC			2	4	30								36	
xi) deliverables			4	4	6								14	
xii) Meetings														
(1) Kickoff Meeting			4	4	4								12	
(2) On-Site Meeting			8	8	8								24	
(3) Prelim Plan Review Meeting			4	4	5								13	
b) design survey		see survey & easements task												
c) geotechnical engineering			2	4	8		Geotech - CMJ						14	$ 43,000
d) Subsurface Utility Engineering				2	4		SUE - Rios						6	$ 22,000
f) easement instruments (55)		See survey & easements task												
							Cathodic - V&A							$ 35,500
g) Tunnel/Bore Design			8	20	8								36	
h) Meter Vault Station Design			16	40	60		Electrical - BGD						116	$ 6,000
i) PRV Vault Design			8	20	30		Structural - Falkofske						58	$ 2,000
2.5 NWP 12 Memo			10	10	40								60	
QC and Review with Client			1	1	10								12	
Submit to Client					1								1	

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**334,400**
Expenses:	**$**	**119,400**
Allocation:	**$**	**15,400**
TOTAL:	**$**	**469,200**

Task Information	
Number:	**201**
Name:	**Prelim Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Subtotals:		30	221	385	842								1478	$ 108,500

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**194,300**
Expenses:	**$**	**-**
Allocation:	**$**	**9,000**
TOTAL:	**$**	**203,300**

Task Information	
Number:	**202**
Name:	**Final Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) final design														
i) incorporate city comments ~ 60 shts		20	60	120	300								500	
ii) OPCC (1 hour per sheet)			2	20	80								102	
iii) ECP & Dtls			4	8	40								52	
iv) Div 00 & 01			2	4	10								16	
v) Abandonment Sheets			2	10	20								32	
vi) Tech Specs			1	2	10								13	
vli) deliverables			2	4	10								16	
viil) City review meeting			4	4	4								12	
viii) Meter Station Design			10	30	60								100	
vilii) PRV Vault Design			4	6	20								30	
Subtotals:		20	91	208	554								873	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**39,800**
Expenses:	**$**	**-**
Allocation:	**$**	**1,900**
TOTAL:	**$**	**41,700**

Task Information	
Number:	**203**
Name:	**Contract Docs**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
i) Contract Docs														
Project Manual Revisions			4	16	60	20							100	
Bid Plan Revisions			4	16	60	20							100	
Subtotals:			8	32	120	40							200	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**29,100**
Expenses:	**$**	**-**
Allocation:	**$**	**1,400**
TOTAL:	**$**	**30,500**

Task Information	
Number:	**204**
Name:	**Bidding Services**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables				2	2								4	
b) Bid Assistance														
i) Addenda Prep			4	20	25								49	
ii) Question Responses			4	4	8								16	
iii) Bid Opening			4	4	4								12	
iv) Bid Tabulatoin				2		4							6	
v) Evaluatoin of bid results			2	2									4	
vi) Recommendation of award ltr				2	2								4	
c) conformance plans and specs			2	4	30								36	
Subtotals:			16	40	71	4							131	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**136,900**
Expenses:	**$**	**2,800**
Allocation:	**$**	**6,300**
TOTAL:	**$**	**146,000**

Task Information	
Number:	**205**
Name:	**CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5								Subtotal (Hrs)	Expenses ($)
a) Pre-con Conference			4	4	4									12	
b) site visits (30)			10	120	120									250	
c) shop drawings (assume 50)		4	10	50	100									164	
d) final walkthrough and punch list			8	8	8									24	
e) monthly meeting (18)			12	36	36									84	
Plan/Spec Interpretation - RFIs 20, 2hr ea		4	4	16	49									73	
							Structural - Falkofske								$ 500
							Electrical - BGD								$ 2,000
Subtotals:		8	48	234	317									607	$ 2,500

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**33,500**
Expenses:	**$**	**-**
Allocation:	**$**	**1,600**
TOTAL:	**$**	**35,100**

Task Information	
Number:	**206**
Name:	**Record Drawings**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional	Support Staff							Subtotal	
		P8	P7	P5	P3	N6							(Hrs)	Expenses ($)
Record Drawings Prep			4	30	120	4							158	
Subtotals:			4	30	120	4							158	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**77,400**
Expenses:	**$**	**-**
Allocation:	**$**	**3,600**
TOTAL:	**$**	**81,000**

Task Information	
Number:	**207**
Name:	**Permitting**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) TxDOT UIR Permit			2	20	20								42	
b) Coordinate Utility Agreement w/TxDOT			20	100	120								240	
c) Franchise Utility Coordination			1	20	42								63	
Subtotals:			23	140	182								345	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**188,600**
Expenses:	**$**	**71,700**
Allocation:	**$**	**8,700**
TOTAL:	**$**	**269,000**

Task Information	
Number:	**208**
Name:	**Survey and Easements**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Senior Tech Support CO4	Professional B5							Subtotal (Hrs)	Expenses ($)
Schematic Property Research				25	50								75	
Topographic Survey				120	333		Field Work - YPASurveying						453	$ 65,100
Easements (55)				80	376								456	
Coordinate ROEs				22	8								30	
Subtotals:				247	767								1014	$ 65,100

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**41,900**
Expenses:	**$**	**704,000**
Allocation:	**$**	**2,000**
TOTAL:	**$**	**747,900**

Task Information	
Number:	**209**
Name:	**Easement Acquisition**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Property Acquisition Subconsultant						Land Acquisition - Cobb								
Right of Entries (55)														$ 44,000
Title and Closing Services (55)														$ 27,500
Negotiation Services (55)														$ 247,500
Appraisal Service (Land Only) (40)														$ 171,000
Appraisal Service (Improved Property) (15)														$ 62,000
Appraisal Review (55)														$ 88,000
Sub Coordination			20	100	60								180	
Subtotals:			20	100	60								180	$ 640,000

CobbFendley Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	55	$880.00	$48,400.00
Title and Closing Services	55	$550.00	$30,250.00
Negotiation Services	55	$4,950.00	$272,250.00
Appraisal Service (Land Only)	45	$4,180.00	$188,100.00
Appraisal Service (Improved Property)	10	$6,820.00	$68,200.00
Appraisal Review Services	55	$1,760.00	$96,800.00
Engineer Assistance	170.5	$257.50	$43,900.00
		TOTAL SERVICES FEE	**$747,900.00**

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**23,900**
Expenses:	**$**	**-**
Allocation:	**$**	**1,100**
TOTAL:	**$**	**25,000**

Task Information	
Number:	**210**
Name:	**Conflict Analysis**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
Conflict Analysis														
1. Ultimate I35 Schematic review			2	10	20								32	
2. Utility conflict concpt layout I35														
5 conflicts			10	20	30								60	
Each conflict packet includes:														
A. conflict schematic														
B. easement ID														
C. schedule														
D. site visit														
F. OPCC														
3. I35 - conflict QA/QC (1 hr per packet)			2	9		3							14	
Subtotals:			14	39	50	3							106	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**33,600**
Expenses:	**$**	**-**
Allocation:	**$**	**1,600**
TOTAL:	**$**	**35,200**

Task Information	
Number:	**213**
Name:	**LS PER**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
Lift Station PER														
Hydraulic Analysis			1	6	20								27	
Pump Selection			1	6	12								19	
Wetwell Sizing				6	12								18	
TCEQ requirements				6	12								18	
Adress Comments				6	12								18	
Border Cowboy Site Selection				10	20								30	
Summary Report			1	4	20								25	
Subtotals:			3	44	108								155	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**84,900**
Expenses:	**$**	**15,400**
Allocation:	**$**	**4,000**
TOTAL:	**$**	**104,300**

Task Information	
Number:	**214**
Name:	**LS Prelim and Final Desi**
Task Mgr:	

Task Description and Budgeting

Task Descriptions: GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Lift Station Prelim Design (for (2) LS, 100 gpm and 250 gpm)					Structural - Falkofske								$ 4,000
2.2 Prelim Design Considerations													
Site Layout meeting with Client													
Meeting prep		4	4	16								24	
Attend meeting		8	8									16	
Document meeting results		4	4	16								24	
2.3 Prelim Design (Site Civil)													
Site visit - field verify survey and SUE			4	8								12	
LS site plan													
General sheets (2), cover, gen notes			4	10								14	
Dimension Control sheet (1)			4	6								10	
LS site plan sheet (1)			4	20								24	
LS grading plan sheet (1)			4	10								14	
LS details sheet (1) pumps and piping			4	16								20	
Ex LS Demolition sheet (1)			4	4								8	
Ex LS Site grading sheet (1)			4	20								24	
2.4 Sub Coordination - Electrical			4	4		Electrical - BGD						8	$ 10,000
Lift Station Final Design													
3.1 Plan and Tech Spec													
Civil plans													
General sheets (2), cover, gen notes			2	4								6	
Dimension Control sheet (1)			2	2								4	
LS site plan sheet (1)		2	2	4								8	
LS grading plan sheet (1)			2	6								8	
LS details sheet (1) pumps and piping		2	10	20								32	
LS fence and gate details			3	10								13	
LS details sheets (2) Structural			10	20								30	
LS, Valve Vt, Meter Vt, Gen Pad,													
Transformer Pad, Odor Control Pad													
Erosion Control sheet (1)			2	2								4	
Ex LS Demolition sheet (1)			2	2								4	
Ex LS Site grading sheet (1)			2	2								4	
Technical Specs													
Division 02 Site Work (13 specs)			12	18	7							37	
Division 09 Finishes (2 specs)			2	4								6	
Division 11 Equipment (2 specs)			10	10								20	
Division 13 Instrumentation (4 specs)													
Coordination with Elect Sub			4	2								6	
Division 16 Electrical (12 specs)													
Coordination with Elect Sub			4	2								6	

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**84,900**
Expenses:	**$**	**15,400**
Allocation:	**$**	**4,000**
TOTAL:	**$**	**104,300**

Task Information	
Number:	**214**
Name:	**LS Prelim and Final Desi**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
Subtotals:			20	121	238	7							386	$ 14,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**6,000**
Expenses:	**$**	**-**
Allocation:	**$**	**300**
TOTAL:	**$**	**6,300**

Task Information	
Number:	**215**
Name:	**LS Bidding**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables														
b) Bid Assistance														
i) Addenda Prep			2	2	6								10	
ii) Question Responses			2	2	6								10	
iii) Bid Opening														
iv) Bid Tabulatoin														
v) Evaluatoin of bid results														
vi) Recommendation of award ltr														
c) conformance plans and specs			2	2	2								6	
Subtotals:			6	6	14								26	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**16,500**
Expenses:	**$**	**5,500**
Allocation:	**$**	**800**
TOTAL:	**$**	**22,800**

Task Information	
Number:	**216**
Name:	**LS CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
a) shop drawings (assume 20)		2	10	10	20								42	
b) pump startup				5	5								10	
d) final walkthrough and punch list				3	3								6	
Plan/Spec Interpretation - RFIs 4, 2hr ea		2	2	4	8								16	
2.4 Sub Coordination - Electrical				2		5	Electrical - BGD						7	$ 4,000
							Structural - Falkofske							$ 1,000
Subtotals:		4	12	24	36	5							81	$ 5,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35 Utility Reloc (split to Milam**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**14,000**
Expenses:	**$**	**300**
Allocation:	**$**	**700**
TOTAL:	**$**	**15,000**

Task Information	
Number:	**217**
Name:	**Sewer Basin Planning**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
Pre-Design			2	10	19								31	
Draft Memo			2	10	4								16	
Final Memorandum			1	10	3								14	$ 200
Subtotals:			5	30	26								61	$ 200

Kimley-Horn and Associates, Inc.
Standard Rate Schedule
(Hourly Rate)

B	ANALYST	115.00
B1	ANALYST	120.00
B2	ANALYST	130.00
B3	ANALYST	140.00
B4	PROFESSIONAL	170.00
B5	PROFESSIONAL	190.00
B6	SENIOR PROFESSIONAL I	210.00
B7	SENIOR PROFESSIONAL I	230.00
B8	SENIOR PROFESSIONAL II	250.00
CO3	SENIOR TECHNICAL SUPPORT	150.00
CO4	SENIOR TECHNICAL SUPPORT	160.00
CO5	SENIOR TECHNICAL SUPPORT	170.00
CO6	SENIOR TECHNICAL SUPPORT	180.00
D7	SENIOR TECHNICAL SUPPORT	190.00
D8	SENIOR TECHNICAL SUPPORT	200.00
E1	SENIOR PROFESSIONAL II	270.00
E2	SENIOR PROFESSIONAL II	270.00
E3	SENIOR PROFESSIONAL II	270.00
E4	SENIOR PROFESSIONAL II	270.00
N1	SUPPORT STAFF	85.00
N2	SUPPORT STAFF	90.00
N3	SUPPORT STAFF	100.00
N4	SUPPORT STAFF	115.00
N5	SUPPORT STAFF	120.00
N6	SUPPORT STAFF	125.00
P	ANALYST	160.00
P1	ANALYST	170.00
P2	ANALYST	185.00
P3	PROFESSIONAL	195.00
P4	PROFESSIONAL	215.00
P5	SENIOR PROFESSIONAL I	230.00
P6	SENIOR PROFESSIONAL I	250.00
P7	SENIOR PROFESSIONAL I	260.00
P8	SENIOR PROFESSIONAL II	275.00
T1	TECHNICAL SUPPORT	90.00
T2	TECHNICAL SUPPORT	95.00
T3	TECHNICAL SUPPORT	100.00
T4	TECHNICAL SUPPORT	105.00
T5	SENIOR TECHNICAL SUPPORT	120.00
T6	SENIOR TECHNICAL SUPPORT	130.00
T7	SENIOR TECHNICAL SUPPORT	145.00
TS1	TECHNICAL SUPPORT	75.00
TS2	TECHNICAL SUPPORT	90.00
TS3	TECHNICAL SUPPORT	95.00
TS4	TECHNICAL SUPPORT	100.00
TS5	TECHNICAL SUPPORT	105.00
X5	ANALYST	125.00
X6	ANALYST	135.00
X7	PROFESSIONAL	165.00
X8	SENIOR PROFESSIONAL I	185.00

Effective September 2020 and subject to revision.

3rd Party Inspection Services

Raba Kistner

ORDINANCE NO. 23-1486

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RABA KISTNER, INC., FOR CONSTRUCTION INSPECTION SERVICES FOR THE RELOCATION OF WATER AND WASTEWATER UTILITIES ALONG I-35 IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION FREEWAY WIDENING PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7894-004 – PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES AWARDED TO RABA KISTNER, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,050,000.00).

WHEREAS, on March 22, 2022, the City Council approved a pre-qualified professional services list for construction inspection and construction management services for various Capital Investment Projects within the City of Denton (Ordinance 22-523), 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 Raba Kistner, Inc., for construction inspection services for the relocation of water and wastewater utilities along I-35 in support of the Texas Department of Transportation Freeway widening project for the Capital Projects Department, a copy of which is attached hereto and incorporated by reference herein.

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

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

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

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

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

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

PASSED AND APPROVED this the 15th day of August, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2023.07.26 16:14:13 -05'00'

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Docusign City Council Transmittal Coversheet

PSA	7894-004
File Name	Inspection Services for I-35 Utility Relocations
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 15, 2023
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	23-1486

DS
LH

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Raba Kistner, Inc., with its corporate office at PO Box 690287, San Antonio, TX 78269 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Construction Inspection Services for I-35 Utility Relocations Projects (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 **$1,050,000** in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 care of a competent engineer.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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: D81ED20A-4C58-4079-81CA-F26693BA768E

J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

   i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

   ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

   i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

commercial umbrella liability insurance with a limit of not less than $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

f. Insurers for all policies must be authorized to do business in the State of

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self-insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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 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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER’s performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

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

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

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

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

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

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

R. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services, Compensation, and Project Schedule
Attachment B – Conflict of Interest Questionnaire

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 08/15/2023.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
5236DB296270423...

Sara Hensley, City Manager

BY:
ENGINEER
RABA KISTNER, INC.

DocuSigned by:
Russel W. Lenz
4F957FAD1837A4B...

Russel W. Lenz
Authorized Signor

Title: President & COO

2023-1049342
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:
Trevor Crain
7B46BEAD11BC4F2...
Signature

Director of Capital Projects
Title

Engineering / Capital Projects
Department

ATTEST:
JESUS SALAZAR, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Attachment A

June 30, 2023

Proposed scope and pricing for City of Denton Inspection Contract, RFQ 7894-004

RABA KISTNER (RK) is pleased to submit our proposed pricing to provide the Construction Inspection Services for the City of Denton's I–35 Utility Relocation (Water/Wastewater) project.

I. PROJECT DESCRIPTION

The I-35 Utility Relocation Projects from the merge to Milam Road. The Scope of Work is to cover the Construction Administration Services including inspection. This Scope of Work is intended for the City to comply with Local Transportation Project Advance Funding Agreement, whereby the City has the responsibilities for the construction of the Project.

II. GENERAL REQUIREMENTS

Raba Kistner will provide the following services (if required):

Task A. - Utility Coordination

- Assist the City in the franchise utility coordination efforts during the preconstruction and construction phases.
- Prepare and maintain a list of potential franchise utility conflicts.
- Monitor each utility company's relocation efforts and schedule during the preconstruction and construction phases.
- Answer questions from the utility owners and attend monthly utility coordination meetings, including any project specific utility coordination meetings as necessary.
- Verify that the utility installations are in the locations per their designs and permits.

Task B. - Plan Constructability Review

- Review the plans for constructability and provide comments to the City with recommendations for improvement and cost saving measures (If needed).

Task C. – Project Inspections

Pre-Construction Phase

- Document the pre-construction conditions.
- Review the project plans and contract documents.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

- Notify the City of any omissions, overages or under runs of the bid items.
- Attend the required pre-construction meeting with the contractor and with the public.

Construction Phase

- Verify that the project is built according to the plans and specifications, and all contract documents.
- Inspect contractor's work for adherence to the project's plans and specifications.
- Complete all fields in Procore, unless otherwise directed by the City' Staff.
- Perform inspections and review the construction of the Project to monitor compliance with the PS&E and document construction activities using daily reports, journal, logs, or other, as necessary.
- Verify all the specifications and special provision requirements are met for inspected items of work, such as, materials, construction, and measurements.
- Inspector shall attend any meetings required by the City to discuss specifications and action plans with regards to the pertinent bid items, e.g., Pre-Con meetings, Safety meetings, construction meetings etc.
- Coordinate with the City's Project Manager, to compare actual construction status with the Contractor's monthly update. Verify accuracy of the schedule, actual start dates, actual finish dates, and percent complete or remaining duration. Review the monthly Daily Work Reports (DWR).
- Perform SWP3 inspections in accordance with the frequency required by the City.
- Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP as required.
- Report any issues with the contractor or citizens to City staff.
- Maintain red-line drawings of project to document field changes during construction.
- Maintain daily log record of project.
- Provide reports of Contractor compliance with DBE provisions of construction contract at the end of the project.
- Provide weekly pictures of construction progress to be transmitted to City with monthly construction estimate.
- Monitor the effects of weather (calendar-day projects) and other non-excusable impacts on the schedule and provide means to separate these from excusable impacts.
- Prepare pay estimates and quantities to be field verified with the contractor.
- Provide report of any accidents or incidents that occur in the Project area.

DocuSign Envelope ID: D81ED20A-4C58-4079-81CA-F26693BA768E

Post-Construction Phase

- Perform preliminary walk through with contractor to create punch-list of corrections.
- Ensure that all work required of the contractor has been completed.
- Schedule, attend and participate in the final inspection with City staff and the contractor.
- Prepare close-out documents required by the City.

We are proposing our Senior Inspector, William "Bill" Mason based on full time, during normal work hours (40+ hrs. /week) for the above referenced project with a tentative start date beginning upon the effective date of the contract. Normal work hours are defined as Monday through Friday, 7:30 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day. Following are the fee summary rates to provide the required services for the referenced project are:

Inspector III (10-15)	$95.00 /hr
Inspector IV (15-20)	$110.00 /hr
Inspector V (20-25)	$128.72 /hr
Field Engineer/EIT	$144.21 /hr
Professional Engineer	$193.25 /hr
Administrative Assistant	$72.50 /hr
Project Manager	$202.75 /hr
Project Principal	$281.75 /hr
Vehicle Travel Charges from our office to the project…….	$0.65 /mile

Thank you for allowing **RK** the opportunity to submit our proposal, we are excited and looking forward to receiving our first task order or work agreement for providing construction inspection services for the city of Denton. If you have any questions concerning this proposal or need any additional information, please do not hesitate to contact me at tony.bokaie@rkci.com or call me at (214) 906-4430.

Very truly yours,

RABA KISTNER

Tony Bokaie, P.E., MSCE
North Texas Transportation Service line Manager

Easement cost

City of Denton I-35 (from I-35 merge/split to Milam) W/WW Easements Appraisal

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF		Total Easement Value	Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total
			Permanent			Permanent		Temporary Construction Easement			Temporary Construction Easement				Permanent + Temporary Construction Easement + Title Policy Fee		
CSJ-074																	
754965	1	BLUE BEACON INTERNAIONAL INC	818	20	16,359	$1.30	$21,267.00							$317.00	$21,584.00	$21,584.00	$0.00
179418, 36795, 37692, 632459	2	CATDENTON 35 SIX INC	9149	20	182,976	$1.50	$274,464.00							$321.00	$274,785.00	$137,392.50	$137,392.50
37353, 37076	8/8A	CATDENTON 35 INC	6203	20	124,051	$1.35	$167,469.00							$321.00	$167,790.00	$83,895.00	$83,895.00
297205	11	NDMAC LTD	2373	20	47,460	$1.26	$59,941.00							$589.00	$60,530.00	$60,530.00	$0.00
135315	14	MUSKET CORP #217	966	20	19,325	$1.65	$31,886.00							$390.00	$32,276.00	$32,276.00	$0.00
37070	16	CRAWFORD, KURT WILLIAM TR OF THE CRAWFORD	768	20	15,352	$2.81	$43,177.50							$471.00	$43,648.50	$43,648.50	$0.00
Total																	
CSJ 074	Combined Total		20276	20	405,523	$20.00	$598,205	0	20	-	$5.00		$0	$2,409			

Attachment "B"
Accounting Method

☒ Not Applicable

☐ **Actual Cost Method of Accounting**

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

☐ Not Applicable

Estimated Start Date (mm/dd/yyyy): 09/11/2023, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 200

Estimated Completion Date (mm/dd/yyyy): 03/29/2024

Attachment "D"
Statement Covering Contract Work

☐ Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).

☒ The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).

☒ The Utility will use a consultant contract (verification of fee schedule is required).

☐ TxDOT will procure a utility engineering consultant.

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☒ Not Applicable

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☐ RULIS Permit Number: DAL20230112140252 and DAL20230112135929
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

Attachment "F"
Eligibility Ratio

☒ Not Applicable

Eligibility Ratio established: _____ %

☐ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

☐ Toll Road (Minimum of 50%)

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

Attachment "G"
Betterment Calculation and Estimate

☒ Not Applicable

☐ Elective Betterment Ratio established: _____ %
☐ Calculation is attached and the justification is included below
☐ A betterment and an in-kind estimate are included

☐ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☐ Due to proposed roadway design. (Provide explanation below)

☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:

Attachment "H"
Proof of Property Interest

☒ Not Applicable

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest is documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

ORDINANCE NO. 23-1272

AN ORDINANCE APPROVING A WATER AND WASTEWATER UTILITY RELOCATION STANDARD UTILITY AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON ("CITY") AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE REIMBURSEMENT OF ELIGIBLE COSTS INCURRED IN THE ADJUSTMENT, REMOVAL, AND RELOCATION OF CITY FACILITIES OF BOTH WATER AND WASTEWATER UTILITIES ALONG I-35E FROM US 380/UNIVERSITY TO MILAM ROAD (" UTILITY RELOCATIONS PROJECT (TXDOT CSJ# 0195-02-074), WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AND DELIVER THE AGREEMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $8,071,662.47 FOR WATER AND WASTEWATER UTILITY RELOCATION EFFORTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the TxDOT has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated for the I-35 E From US 380 to Milam Road Utility Relocation Project ("Utility Relocation Project");

WHEREAS, TxDOT has expanded their right-of-way through the I-35E corridor within the Denton city limits in anticipation of the TxDOT's I-35E Widening project with a current project letting schedule of September 2023; and

WHEREAS, the proposed Utility Relocation Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the City as indicated in the following statement of work:

1) CSJ 074 Water Line: Install approximately 12,643 LF of 20" HDPE, 279 LF of 12" PVC, longitudinal to IH35 from IH35 Sta 2230+71 to IH35 Sta 2360+33. Install approximately 1,142 LF of 30" steel casing, longitudinal to IH35 with two Crossings of Barthold Rd and Hwy 77 at I-35 ML Sta 2237+09 and Sta 2230+71. Approximately 14,313 LF of 16", 919 LF of 12", 188 LF of 8", and 50 LF of 6", water line in easement that is in conflict with right-of-way expansion and pavement is to be abandoned.
2) CSJ 074 Wastewater: abandon 12,214 LF of 4" wastewater in conflict with pavement & right- of-way; and

WHEREAS, the City of Denton is responsible for relocating the City's utilities currently located within the recently acquired TxDOT right-of-way; and

WHEREAS, in an effort to meet TxDOT's anticipated roadway construction schedule, the City's Utility Relocation Project will relocate both water and wastewater utilities out of TxDOT's recently expanded right-of-way between US-380 and Milam Rd; and

WHEREAS, the TxDOT will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation; and

WHEREAS, TxDOT, upon receipt of evidence it deems sufficient, acknowledges the City's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work; and

WHEREAS, TxDOT will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for State reimbursement.

WHEREAS, the City Council having considered the importance of the project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreements; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or designee, is authorized to expend funs in the amount of expenditure of funds in the amount of Eight Million, Seventy-one Thousand, Six Hundred Sixty-two and 47/100 Dollars ($8,071,662.47) for the I-35 E From US 380 to Milam Road Utility Relocation Project in the City and County of Denton.

SECTION 3. The City Manager, or designee, is hereby authorized to execute on behalf of the City the Water and Wastewater Standard Utility Agreement No. U00017637, a copy of which is attached hereto as Exhibits " A" and made a part hereof for all purposes.

SECTION 4. The City Manager, or designee, is further authorized to carry out all obligations and duties of the City as set forth in the Agreement, including but not limited to the expenditure of funds.

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

[Signatures to appear on the following page]

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

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

PASSED AND APPROVED this the 18th day of July, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Benjamin K. Samples, III _____

CITY OF DENTON
DENTON, TEXAS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Texas Department of Transportation

4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

July 28, 2023

Mr. Sarah Hensley, City Manager
City of Denton
1659 Spencer Rd.
Denton, TX 76205

RE: Approved Standard Utility Agreement – Utility ID U00017637
City of Denton
IH 35 Project from: US 77 North of Denton to: Cooke County Line
RCSJ: 0195-02-079 / CCSJ: 0195-02-074
Federal Project Number: NH 2020 (576)
Denton County

Dear Ms. Hensley,

The Texas Department of Transportation is pleased to forward a fully executed copy of the approved Standard Utility Agreement for the above referenced utility relocation project. The Agreement assembly consists of the following:

1. Standard Utility Agreement (Form ROW-U-35)
2. Plans, Specifications, and Estimated Costs (Attachment “A”)
3. Accounting Method (Attachment “B”)
4. Schedule of Work (Attachment “C”)
5. Statement Covering Contract Work (Attachment “D”)
6. Utility Joint Use Agreement/Utility Installation Review (Form ROW-U-JUA) (Attachment “E”)
7. Eligibility Ratio (Attachment “F”)
8. Betterment Calculation and Estimate (Attachment “G”)
9. Proof of Property Interest (Attachment “H”)

Also attached are the specifications for utility construction including: General Utility Installations, Water and Sanitary Sewer Lines, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications, "Buy America" guidelines, and a copy of Form 1818.

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. This utility adjustment consists of relocating approximately 12,643 LF of 20” HDPE, 279 LF of 12” PVC, longitudinal to IH 35 from IH 35 STA 2230+71 to IH 35 STA 2360+33; 1,142 LF of 30” steel casing, longitudinal to IH 35 with two crossings of Barthold Road and Highway 77 at IH 35 STA 2237+09 and STA 2230+71. This project includes 12,214 LF of 4” wastewater to be abandoned, in addition to 14,313 LF of 16”, 919 LF of 12”, 188 LF 8”, and 50 LF of 5” water line to be abandoned in an easement that is in conflict with the ROW expansion and pavement. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

The City of Denton has submitted a calculated total estimated cost for this adjustment of $8,071,662.47. The replacement is all in kind with no betterment dollar value. There is no elective betterment or declared salvage credit associated with this plan of adjustment.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

This adjustment is eligible for state cost participation in accordance with the provisions of 23 CFR 645 A. The eligibility ratio is 100% of eligible costs for the relocation of Utilities on Federal Aid Interstate projects. Based upon linear footage of the existing facilities, in private easement, an eligibility ratio of 100% has been established (see Attachment “F” for calculations).

“Buy America" items have been identified within this agreement.

All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based on the costs of actual work performed.

Subject to Texas Transportation Code Section 203.094, TxDOT may reduce reimbursement to the utility by 10 percent for each 30-day period or portion of a 30-day period by which the relocation exceeds the limit specified in the agreement.

Billing submittals to TxDOT must have a cover letter that includes the following information to facilitate expeditious processing of payments due:

1. Highway Name – RCSJ 0195-02-079 – City of Denton (ROWIS U# NA/Utility ID U00017637)
2. Starting and Ending Dates of Construction
3. If applicable, “Buy America” Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be accessed for audit. These records must be maintained for a 3-year minimum from the date of completion.
5. The Utility’s 11 Digit Texas Taxpayer Number and 3 Digit Mail Code
6. If applicable, a copy of all Bid Tabulations received.
7. Final or partial invoices must include a detailed itemized billing submittal consistent with the same format as the original estimate. Supporting documentation is also required. If billing submittal deviates significantly from the approved estimate, an explanation will be needed.

The TxDOT Area Engineer (AE) is Amanda Miller, P.E., at the Denton County Area Office. The Area Engineer will be certifying that work was done in accordance with these plans and specifications, and that materials specified, or equivalent have been used. Attention should be paid to backfill, cleanup requirements, and erosion control. These must be accomplished to the satisfaction of the Project Engineer.

The Area Office Utility Coordinator must be notified to arrange a pre-construction meeting 5 working days prior to starting construction. The agenda for this meeting shall include the following: a) Construction Safety, b) Traffic Control Plan, c) Scheduled Project Starting and Completion Dates, and d) Prior to installation, all "Buy America" compliant items must be shown on the Material Statement (Form 1818) with each item’s supporting documentation included. The Utility Coordinator for this Area Office is Leonard Chapman (940) 230-5350.

Questions regarding this adjustment may be directed to Jose Olivares at (214) 319-6507.

Sincerely,

DocuSigned by:
CD610F6E0D584EF...

John Hudspeth, P.E.
Deputy District Engineer, Dallas District

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachments
cc: Lesley Taylor
Darla Payberah, P.E.
Travis Campbell, P.E.
Amanda Miller P.E.
Sarah Hensley

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Lina T. Ramey
and Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

July 28, 2023

Darla Payberah
TxDOT – Dallas District Utility and Survey Supervisor
4777 E. Highway 80
Mesquite, Texas 76021
214-320-6648

Re: ROW CSJ 0195-02-074 IH 35 from US 77 to View Road, North of Denton Standard Utility Agreement Submittal

Subject: Standard Utility Agreements (SUA) for City of Denton (U00017637)

Dear Mrs. Payberah:

The City of Denton (the City) would like to submit this Standard Utility Agreements (SUA) for your approval. This SUA is for the adjustment of an existing water and wastewater facilities (U00017637) located in Denton, TX which are currently located completely within acquired TxDOT ROW, including a transmission water line that is in existing easement. The City has included the signed 2002 City Ordnance subsection 35.21.4 and was carried over to the most current 2019 Denton Development Code in subsection 7.6.7, requiring that all relocations be in an easement.

Relocation and abandonment/removal plans and the cost estimate is in Attachment A. All work under this Standard Utility Agreement has been solicited using a contractor selected during a competitive bid process advertised, selected, and approved by City. The 3 closest bid tabs are included. The estimated construction start date for the work this agreement is September 11, 2023. The relocations and abandonment and removals are expected to be completed by April 14, 2024. The City is providing an incentive to the Contractor to finish early and the Contractor plans to begin work on August 1. Prior to the underground work being performed, LTRA will inspect steel casing and ductile iron pipe (if selected) and confirm Form 1818 with MTR's are properly filled out and signed.

The relocations include relocating approximately 9,018 LF of existing water lines and 3,971 LF of existing gravity and force main wastewater lines. To complete all adjustments in 0195-02-074, the City of Denton's water relocation in this package are from IH 35 STA 2230+71 to STA 2360+33. This utility adjustment consists of relocating approximately 12,643 LF of 20" HDPE, 279 LF of 12" PVC, longitudinal to IH 35 from IH 35 STA 2230+71 to IH 35 STA 2360+33; 1,142 LF of 30" steel casing, longitudinal to IH 35. This project includes 12,214 LF of 4" wastewater to be abandoned, in addition to 14,313 LF of 16", 919 LF of 12", 188 LF 8", and 50 LF of 5" water line to be abandoned in an easement that is in conflict with the ROW expansion and pavement. The proposed water line terminates at a water vault to be constructed by the City of Denton and connected in the future by Upper Trinity Regional Water District (See U00013437). City relocations do not propose replacement of a 6" wastewater force main between US 77 and Milam Road.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

LTRA
Lina T. Ramey
and Associates, Inc.

Engineering
Surveying
Subsurface Utility Engineering
Construction Management

Proposed easements include a 30 FT water and wastewater easement from US 77 to Ganzer Road, a 40' water and wastewater easement south of Ganzer Road and a 20' water and wastewater easement between Ganzer Road and Milam Road.

This Utility Assembly includes all documents required by the TxDOT Dallas District based on review completed by appropriate representatives. Included in the scope of work is the placement of a total of IH 35 STATIONS are referenced on all relocations and the parcel numbers are included in the plans.

The Estimated Cost of the relocations in RCSJ 0195-03-074 is $8,071,662.47 with no elective betterment. Attachment G is followed by a Forced Betterment letter clarifying that 20" HDPE is a City standard equivalent to 16" Ductile Iron pipe and should be utilize due to the shorter procurement time. A total in-kind estimate is included herein Attachment A after the plan and profiles. This relocation is completely within IH 35 ROW acquisition under this RCSJ.

We respectfully request your approval of these two SUA's as submitted. If you have any questions or require additional information, please contact me through the information provided below.

Sincerely,

Peter Borsack, P.E., PMP
LTRA Senior Project Manager
pborsack@ltraengineers.com

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

STANDARD UTILITY AGREEMENT

U Number: **N/A** Utility ID: **U00017637**

District: Dallas
Federal Project No.: NH2020(576)
ROW CSJ: 0195-02-079
Highway Project Letting Date: January 2024

County: Denton
Highway: IH35
From: US 77
To: Cooke County Line

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, **("State**"), and City of Denton, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: CSJ 074 Water Line: Install approximately 12,643 LF of 20" HDPE, 279 LF of 12" PVC, longitudinal to IH35 from IH35 Sta 2230+71 to IH35 Sta 2360+33. Install approximately 1,142 LF of 30" steel casing, longtinudinal to IH35 with two Crossings of Barthold Rd and Hwy 77 at I-35 ML Sta 2237+09 and Sta 2230+71. Approximately 14,313 LF of 16", 919 LF of 12", 188 LF of 8", and 50 LF of 6", water line in easement that is in conflict with ROW expansion and pavement is to be abandoned.
CSJ 074 Wastewater: abandon 12,214 LF of 4" wastewater in conflict with pavement & ROW; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

DS DP — Initial — 7/31/2023 — Date
TxDOT

DS SH — Initial — 7/31/2023 — Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;
- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachm B");

DS DP 7/31/2023 — Initial / Date — TxDOT

DS SH 7/31/2023 — Initial / Date — Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Denton
Name of Utility

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

Sara Hensley
Print or Type Name

Title: City Manager

Date: 7/31/2023

EXECUTION RECOMMENDED:

DocuSigned by: James P. Campbell 98671C109B6A4C3...
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: DocuSigned by: John Hampton, P.E. CD610F6E0D584EF...
District Engineer (or designee)

Date: 8/2/2023

DS DP Initial 7/31/2023 Date
TxDOT

DS SH Initial 7/31/2023 Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

THE CITY OF DENTON, TEXAS

PLANS FOR THE:

IH-35 UTILITY RELOCATIONS

FROM US-380 TO MILAM

IFB NO. 7968-003

~~TxDOT Project CCSJ 0195-03-087 & ROW CSJ 0195-03-091~~
~~WATER AND WASTEWATER UTILITY ID#: U00011547~~

TxDOT Project CCSJ 0195-02-074 & ROW CSJ 0195-02-079
WATER AND WASTEWATER UTILITY ID#: U00017367

KH NO. 061024021

CITY OF DENTON, TEXAS – IH-35 UTILITY RELOCATIONS FROM US-380 TO MILAM)

SHEET INDEX:

General Sheets

2 – GENERAL NOTES I
3 – PROJECT CONTROL AND BENCHMARKS ← ADD TO SET
4 – PROPOSED WATER LOCATION MAP
5 – PROPOSED SEWER LOCATION MAP
~~6 – UTILITY ABANDONMENT (SHEET 1 OF 4)~~
~~7 – UTILITY ABANDONMENT (SHEET 2 OF 4)~~
8 – UTILITY ABANDONMENT (SHEET 3 OF 4)
9 – UTILITY ABANDONMENT (SHEET 4 OF 4)

Water Sheets

~~10 – CSJ 087 – PROPOSED 12IN WL A STA 0+00 – END~~
~~11 – CSJ 087 – PROPOSED 8IN WL B STA 0+00 – END~~
~~12 – CSJ 087 – PROPOSED 12IN WL C STA 0+00 – 8+00~~
~~13 – CSJ 087 – PROPOSED 12IN WL C STA 8+00 – 18+00~~
~~14 – CSJ 087 – PROPOSED 12IN WL C STA 18+00 – 28+00~~
~~15 – CSJ 087 – PROPOSED 12IN WL C STA 28+00 – 38+00~~
~~16 – CSJ 087 – PROPOSED 12IN WL C STA 38+00 – 47+00~~
~~17 – CSJ 087 – PROPOSED 12IN WL C STA 47+00 – END~~
~~18 – CSJ 087 – PROPOSED 8IN WL D STA 0+00 – END~~
~~19 – CSJ 087 – PROPOSED 12IN WL E STA 0+00 – END~~
~~20 – CSJ 087 – PROPOSED 12IN WL F STA 0+00 – END~~ ⚠
21 – CSJ 087 – PROPOSED 20IN WL G STA 0+00 – 9+00
22 – CSJ 087 – PROPOSED 20IN WL G STA 9+00 – 19+00
23 – CSJ 087 – PROPOSED 20IN WL G STA 19+00 – END
24 – CSJ 074 – PROPOSED 20IN WL A STA 0+00 – 10+00
25 – CSJ 074 – PROPOSED 20IN WL A STA 10+00 – 20+00
26 – CSJ 074 – PROPOSED 20IN WL A STA 20+00 – 30+00
27 – CSJ 074 – PROPOSED 20IN WL A STA 30+00 – 40+00
28 – CSJ 074 – PROPOSED 20IN WL A STA 40+00 – 50+00
29 – CSJ 074 – PROPOSED 20IN WL A STA 50+00 – 60+00
30 – CSJ 074 – PROPOSED 20IN WL A STA 60+00 – 70+00
31 – CSJ 074 – PROPOSED 20IN WL A STA 70+00 – 80+00
32 – CSJ 074 – PROPOSED 20IN WL A STA 80+00 – 90+00
33 – CSJ 074 – PROPOSED 20IN WL A STA 90+00 – 100+00
34 – CSJ 074 – PROPOSED 20IN WL A STA 100+00 – 110+00
35 – CSJ 074 – PROPOSED 20IN WL A STA 110+00 – 120+00
36 – CSJ 074 – PROPOSED 20IN WL A STA 120+00 – 128+50
37 – CSJ 074 – PROPOSED 20IN WL A STA 128+50 – END
38 – CSJ 087 – PROPOSED 8IN WL H & CSJ 074 – PROPOSED 12IN WL B
39 – CSJ 074 – PROPOSED PRESSURE REDUCING VALVE VAULT
40 – CSJ 074 – PROPOSED METER VAULT (FEED TO SANGER)

Cathodic Protection

41 – CATHODIC PROTECTION TEST STATION SCHEDULE
42 – CATHODIC PROTECTION DETAILS I
43 – CATHODIC PROTECTION DETAILS II
44 – CATHODIC PROTECTION DETAILS III
45 – CATHODIC PROTECTION DETAILS IV
46 – CATHODIC PROTECTION DETAILS V

Sewer Sheets

~~47 – CSJ 087 – PROPOSED 8IN SS A STA 0+00 – 9+00~~
~~48 – CSJ 087 – PROPOSED 8IN SS A STA 9+00 – END~~
~~49 – CSJ 087 – PROPOSED 12IN SS B STA 0+00 – 9+00~~
~~50 – CSJ 087 – PROPOSED 12IN SS B STA 9+00 – 15+50~~
~~51 – CSJ 087 – PROPOSED 12IN SS B STA 15+50 – END~~
~~52 – CSJ 087 – PROPOSED 8IN SS B1 STA 0+00 – END~~
~~53 – CSJ 087 – PROPOSED 12IN FM A STA 0+00 – END~~
~~54 – CSJ 087 – PROPOSED 6IN FM B STA 0+00 – END~~
~~55 – RV CAMPING WORLD DEMOLITION LAYOUT~~
56 – DEMOLITION DETAILS

Standard Details

57 – CITY STANDARD DTLS 1
58 – CITY STANDARD DTLS 2
59 – CITY STANDARD DTLS 3
60 – CITY STANDARD DTLS 4
61 – CITY STANDARD DTLS 5
62 – CITY STANDARD DTLS 6
63 – CITY STANDARD DTLS 7
64 – CITY STANDARD DTLS 8
65 – CONSTRUCTION DETAILS 1
66 – CONSTRUCTION DETAILS 2

Erosion Control Plans

67 – EROSION CONTROL PLAN (SHEET 1 OF 3)
68 – EROSION CONTROL PLAN (SHEET 2 OF 3)
69 – EROSION CONTROL PLAN (SHEET 3 OF 3)
70 – EROSION DETAILS

Surface Repair Sheets

71 – PROPOSED SURFACE REPAIR (SHEET 1 OF 5)
72 – PROPOSED SURFACE REPAIR (SHEET 2 OF 5)
73 – PROPOSED SURFACE REPAIR (SHEET 3 OF 5)
74 – PROPOSED SURFACE REPAIR (SHEET 4 OF 5)
75 – PROPOSED SURFACE REPAIR (SHEET 5 OF 5)

Traffic Control Plan

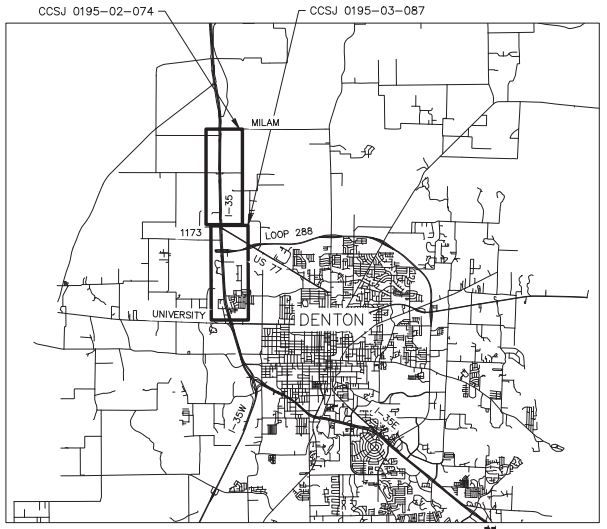
76 – TRAFFIC CONTROL PLAN – CONVENTIONAL ROAD SHOULDER WORK
77 – TRAFFIC CONTROL PLAN – ONE-LANE TWO-WAY TRAFFIC CONTROL

Electrical Sheets

E1 – ELECTRICAL PRESSURE REDUCING VAULT PLAN
E2 – ELECTRICAL METER VAULT PLAN
E3 – ELECTRICAL CONTROL DIAGRAMS SHEET
E4 – ELECTRICAL DETAILS SHEET 1
E5 – ELECTRICAL DETAILS SHEET 2
E6 – ELECTRICAL LEGEND SCHEDULES & NOTES

Structural Sheets

S1 – PROPOSED STRUCTURAL VAULT SHEET



Location Map
N.T.S.

CITY OFFICIALS:

MAYOR	GERARD HUDSPETH
COUNCIL MEMBERS:	
DISTRICT 1	VICKI BYRD
DISTRICT 2	BRIAN BECK
DISTRICT 3	JESSE DAVIS
DISTRICT 4	
AT LARGE PLACE 5	BRANDON MCGEE
AT LARGE PLACE 6	CHRIS WATTS
DIRECTOR OF WATER AND WASTEWATER UTILITIES	STEPHEN GAY
CITY ENGINEER	REBECCA DIVINEY, P.E.
PROJECT MANAGER, SR. ENGINEER CAPITAL PROJECTS	KYLE PEDIGO

TxDOT General Notes

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES PER HOUR, BASED ON THE MOST RECENT TXDOT DESIGN MANUAL REQUIREMENTS.
2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TXDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.

(CHRISTOPHER IGO, P.E. #120045)
*THE STANDARD TXDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

Kimley»Horn

801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
TBPE No. 928 F: 817-335-5070

05/10/2023
STATE OF TEXAS
CHRISTOPHER F. IGO
120045
LICENSED
PROFESSIONAL ENGINEER

MAY 2023

No.	Revision	By	Date
⚠	PIPE SIZE CHANGE TO REFLECT BID MATERIAL	CPI	5/10/2023

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA (FOR LOCATING ALL UNDERGROUND FACILITIES FOR COORDINATION OF THE WORK WITH THE CITY OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION) FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT EXPLORER GAS, THOMAS MARTINEZ (918-493-5104) 48 HOURS PRIOR TO EXCAVATION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS, OMAR CAMPOS (940-380-7463) 48 HOURS PRIOR TO EXCAVATION.
4. CAUTION! BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: VERIZON (972-318-5260), GTE (940-381-9294), ZAYO (817-665-4702), AND AT&T (817-338-6013).
5. CAUTION! BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: COSERV (940-321-7800) AND DENTON MUNICIPAL ELECTRIC (940-349-8700).
6. 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 BEGIN 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.
7. CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
8. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
9. ONLY THOSE ITEMS LISTED IN THE BID TABULATION WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE REQUIRED TO COMPLETE THE PROJECT. ALL OTHER WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID, AND NO SEPARATE PAYMENT SHALL BE MADE.
10. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
12. CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRINGING SHALL BE NO MORE THAN ONE WEEK PRIOR TO PIPE LAYING. BACKFILL SHALL BE COMPLETED NO MORE THAN ONE DAY AFTER PIPE LAYING. CLEANUP AND SURFACE RESTORATION SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING. THE SITE SHALL BE KEPT CLEAN OF TRASH AT ALL TIMES. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN WITHHOLDING SOME OR ALL PAYMENT TO THE CONTRACTOR.
13. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL CONFORM TO THE INSTALLATIONS AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.
14. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
15. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.
16. CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO BEGINNING WORK. DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES IF POSSIBLE. ACCESS SHALL BE MAINTAINED AT ALL TIMES. DEPTH OF DRIVEWAY REPAIR SHALL MATCH DEPTH OF EXISTING SURFACE.
17. THE CONTRACTOR SHALL PLAN HIS WORK SEQUENCE IN A MANNER THAT WILL CAUSE THE MINIMUM INTERFERENCE WITH TRAFFIC DURING CONSTRUCTION OPERATIONS. BEFORE BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONSTRUCTION OPERATIONS OUTLINING, IN DETAIL, A SEQUENCE OF WORK TO BE FOLLOWED, SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
18. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE, COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
19. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORALLY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
20. BARRICADES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS ENTERING THE ROADWAYS OR SIDE STREETS. TO FACILITATE LANE SHIFTING, BARRICADES AND SIGNS USED IN LANE CLOSURES OR TRAFFIC STAGING MAY BE ERECTED AND MOUNTED ON PORTABLE SUPPORTS. THE DESIGN OF THESE SUPPORTS SHALL CONFORM TO TMUTCD AND ARE SUBJECT TO THE APPROVAL OF THE CITY.
21. THE CONTRACTOR WILL NOT BE PERMITTED TO COMMENCE WORK ON THE ROAD BEFORE SUNRISE AND SHALL ARRANGE HIS WORK SO THAT NO MACHINERY OR EQUIPMENT SHALL BE CLOSER THAN 30 FEET TO THE TRAVELED ROADWAY AFTER SUNSET EXCEPT AS AUTHORIZED BY THE CITY. THE CONTRACTOR IS REQUIRED TO ABIDE BY THE CITY OF DENTON NOISE ORDINANCE.
22. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
23. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
25. A MINIMUM COVER OF SIX FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE CONSTRUCTION PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE PRECISE AND DETAILED PIPE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
26. AT WATER LINE FITTINGS, THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION. IF DEFLECTIONS ARE CALLED OUT ON PLAN, OR IN THE EVENT THAT FIELD CONDITIONS RESULT IN THE NEED TO DEFLECT PIPE, AND C-900 IS BEING INSTALLED, A MAXIMUM ALLOWABLE DEFLECTION OF 1° IS PERMISSIBLE.
27. CONTRACTOR SHALL ENSURE A MINIMUM OF TEN FEET SEPARATION BETWEEN PROPOSED WATER LINE AND EXISTING PARALLEL SANITARY SEWER LINES AND MANHOLES.
28. IN GENERAL, MAINTAIN 2 MIN VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATER LINES AND 1' MIN VERTICAL SEPARATION BETWEEN SANITARY SEWER AND STORM SEWER AT CROSSINGS.
29. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A MINIMUM 95% DENSITY OF VEGETATIVE COVER, UTILIZING THE ITEMS IN THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
30. THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION WITHIN EASEMENTS AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER, UNLESS OTHERWISE NOTED IN THE PLANS.
31. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
32. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT EASEMENT WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL AND THE CONTRACT AMOUNT WILL BE REDUCED BY $1000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
33. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER. IN ADDITION, PLACEMENT OF SUCH FILL SHALL NOT ALTER EXISTING DRAINAGE PATTERNS.
34. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE CITY OF DENTON. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF SO DIRECTED.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION. THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT DESIGNATES LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. STOCKPILES SHALL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY AND SHALL BE CONTAINED WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.
36. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENT TO THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS. THE PLANS DEPICT THE LIMITS OF THE CONSTRUCTION AREA, GENERALLY CONSISTING OF THE TEMPORARY CONSTRUCTION EASEMENT AND ALL OR A PORTION OF THE PERMANENT WATER LINE EASEMENT. NO CONSTRUCTION ACTIVITY MAY BE CARRIED OUT WITHIN THAT PORTION OF A PERMANENT WATER LINE EASEMENT THAT FALLS OUTSIDE THE INDICATED LIMITS OF THE CONSTRUCTION AREA AS APPLICABLE.
37. REMOVE ROCK FROM THE DISTURBED AREAS SUCH THAT IT IS LEFT WITH NO MORE QUANTITY OR SIZE OF ROCK THAN THE ADJACENT LAND.
38. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
39. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
40. AT EACH LOCATION WHERE THE PROPOSED WATER LINE TIES INTO AN EXISTING WATER LINE CONTRACTOR SHALL COORDINATE SHUT DOWNS 7 DAYS IN ADVANCE WITH CITY (KYLE PEDIGO/940-349-8425). THE EXISTING WATER LINE SHALL BE SHUT DOWN NO LONGER THAN 48 HOURS IN ORDER TO PERFORM THE CONNECTION. 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.
41. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS AND REGULATIONS.
42. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN 15 FEET OF THE PROPOSED CONSTRUCTION, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
43. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
44. CONCRETE THRUST BLOCKING SHALL BE USED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES, AND WYES, AS WELL AS ADDITIONAL RESTRAINT AS REQUIRED BY THE CONTRACT DOCUMENTS.
45. ALL GATE VALVES SHALL BE MJ, UNLESS ON A TEE, IN WHICH CASE THEY SHOULD BE MJxFLG. ALL TEES SHALL BE MJxFLG UNLESS SPECIFIED OTHERWISE.
46. 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 CLEANOUTS WHERE AVAILABLE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL CLEAN-UP ASSOCIATED WITH OPENING CLEANOUTS AND FOR REPLACEMENT OF REMOVED CAPS.
47. CONTRACTOR SHALL FURNISH AND INSTALL PIPE DETECTION TAPE OVER ALL WATER OR SEWER LINES INSTALLED. THE PIPE TAPE SHALL CONTINUOUSLY INDICATE THE PRESENCE OF BURIED WATER OR SANITARY SEWER PIPE UNDERNEATH. THE PIPE TAPE SHALL BE INSTALLED ON TOP OF THE GRANULAR PIPE EMBEDMENT, OR AS SHOWN ON THE PLANS, ALONG THE CENTER LINE OF THE PIPELINE.
48. 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 THE PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.
49. 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 ON THE PROJECT.
50. SERVICE LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LOCATION IN FIELD PRIOR TO INSTALLING NEW SERVICE LINES THAT SPAN THE CONSTRUCTION TRENCH PRIOR TO BEGINNING ANY WORK ON THE PROJECT.
51. 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.
52. NEW UTILITY LINES SHALL BE BACKFILLED & HAVE TEMPORARY PAVEMENT REPAIR (COMPACTED FLEXBASE AT A MINIMUM) TO ALLOW LOCAL TRAFFIC PER THE STANDARD DETAILS UNLESS OTHERWISE INDICATED ON THE PLANS AND UNTIL FINAL PAVING IS COMPLETED.
53. CLEANOUT BOX AND MATERIAL TO BE DETERMINED BY SURFACE LOCATION (SEE SPECIFICATIONS)
54. ALL TAPPING SLEEVE AND VALVE LOCATIONS SHALL BE MADE BY CITY CREWS UTILIZING CITY PROVIDED TAPPING SLEEVES AND VALVES.
55. CONTRACTOR SHALL PROTECT EXISTING CURB WITH INSTALLATION OF WATER OR SEWER LINE, UNLESS EXPLICITLY CALLED OUT TO BE REPLACED.
56. EXISTING FIRE HYDRANT REMOVALS ARE SUBSIDIARY TO THE NEW FIRE HYDRANTS TO BE INSTALLED. CONTRACTOR SHALL DISPOSE OF HYDRANT AND VALVE.
57. WHERE PRESSURE RATED GRAVITY SEWER IS NEEDED, CONTRACTOR TO VERIFY SEWER FITTINGS (TEES, WYES, ETC.) ARE COMPATIBLE WITH THE MATERIAL OF THE SEWER MAIN AS WELL AS THE SEWER SERVICE LATERALS.

LEGEND:

X" WL	EXISTING WATER LINE
X" SS	EXISTING SANITARY SEWER LINE
X" SD	EXISTING STORM SEWER LINE
X" G	EXISTING GAS LINE
OHE DME	EXISTING DENTON MUNICIPAL OVERHEAD ELECTRIC
OHE CSV	EXISTING COSERV OVERHEAD ELECTRIC
UGE	EXISTING UNDERGROUND ELECTRIC
COMM	EXISTING COMMUNICATION LINE
	EXISTING CURB
	EXISTING GUARD RAIL/PIPE FENCE
	EXISTING BRICK/WOODEN FENCE
	EXISTING BARBED WIRE FENCE
	PROPOSED WATER/SEWER LINE
RE: A/B	REFERENCE FIGURE A ON SHEET B
	PROPOSED WATER/SEWER LINE IN STEEL CASING PIPE
	WATER/SANITARY SEWER LINE TO BE ABANDONED
	WATER/SANITARY SEWER LINE TO BE GROUT FILLED
	EXISTING WATER/SANITARY SEWER LINE PREVIOUSLY ABANDONED
W	EXISTING WATER MANHOLE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING WATER ISOLATION VALVE
S	EXISTING SEWER MANHOLE
PUGE	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
OH	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
	PROPOSED SEWER MANHOLE
	PROPOSED AIR RELEASE VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER ISOLATION VALVE
	PROPOSED METER
	PROPOSED REDUCER
	EXISTING SIGN
	EXISTING GUY WIRE
	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED
	CONTROL POINT
	BENCHMARK
W	UTILITY MARKER
	EXISTING ASPHALT PAVEMENT
	EXISTING GRAVEL PAVEMENT
	EXISTING GRAVEL AND ASPHALT PAVEMENT
66	EXISTING TxDOT PARCEL NUMBER

TxDOT STANDARD NOTES

1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN TxDOT ROW.
4. THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE MAY BE REQUIRED DUE TO COORDINATION WITH TXDOT OR OTHER UTILITY CONTRACTORS. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THIS COORDINATION.
5. ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOD AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPALITY INSPECTORS.
7. CONTRACTOR TO CONTACT TxDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
8. CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TXDOT ROW AND THAT THE LENGTH OF ANY ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, 5' BEYOND THE TOE OF SLOPE FOR FILL SECTIONS, AND 5' BEYOND THE FACE OF THE CURB FOR CURB SECTIONS.
9. CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

PROJECT SPECIFIC NOTES:

1. ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON TO INCORPORATE INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY - IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 635.410 AS AMENDED.
2. THE CONTRACTOR MAY BE REQUIRED TO USE TEMPORARY PLUGS FOR SEQUENCING OF CONSTRUCTION AND TESTING OF PROPOSED WATER LINES. TEMPORARY PLUGS SHALL BE CONSIDERED SUBSIDIARY TO THE PIPELINE INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE.
3. CONTRACTOR SHALL SEQUENCE WORK BY PRIORITIZING TXDOT CROSSINGS AND AVAILABLE LAND/EASEMENTS. THIS WILL PRIMARILY START WITH WLA (074) AND FMA (087) INITIALLY.
4. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF TIE-IN LOCATIONS SHALL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
5. ALL OUTLETS, APPURTENANCES, AND FITTINGS FOR DUCTILE IRON PIPE ALTERNATIVE SHALL BE MECHANICAL JOINT, EXCEPT WHERE NOTED OTHERWISE.
6. IF HDPE IS THE PIPE MATERIAL SELECTED FOR THE 16" LINE, THIS WILL REQUIRE AN UPSIZE IN DIAMETER TO 20" DR-11 HDPE. GATE VALVES/APPURTENANCES ARE TO REMAIN AS THE SIZES SHOWN IN THE DRAWINGS, THEREFORE, REDUCERS WOULD BE REQUIRED TO TIE INTO THE SIZES SHOWN.
7. CORROSION PROTECTION REQUIREMENTS: THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND INSTALL THE FOLLOWING CORROSION PROTECTION SYSTEMS.

DUCTILE IRON PIPE

a. A CORROSION CONTROL SYSTEM CONSISTING 8-MIL V-BIO ENHANCED POLYETHYLENE ENCASEMENT, AND ZINC COATED PIPE IN ACCORDANCE WITH ISO 8179-1
b. JOINT BONDING
c. JOINT ISOLATION AT CONNECTIONS TO EXISTING NON-PVC PIPELINES
d. ELECTRICAL ISOLATION AT CASED CROSSINGS

Kimley»Horn
TBPE Firm Reg. No. 928 3000 Ft. Worth, TX 76102
801 Cherry St., Suite 3300

No.	Revision	By	Date

03/08/2023
JAMES R. ARNOLD
103671
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

GENERAL NOTES I

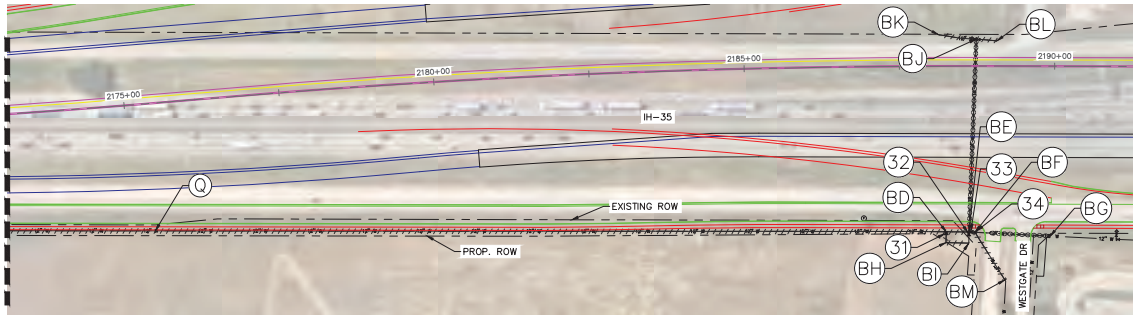
DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
2

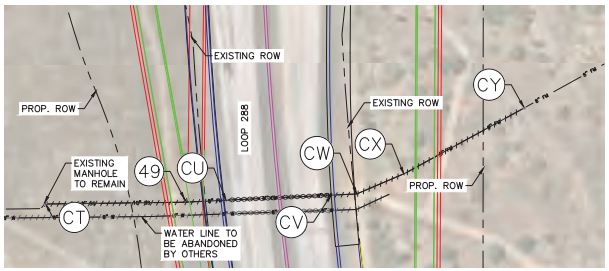
K:\FTW_Utilities\061024043-Denton-IH-35-Utility-Relocations\CADD\SHEETS\2_GENERAL NOTES.dwg 3/8/2023 11:31 AM

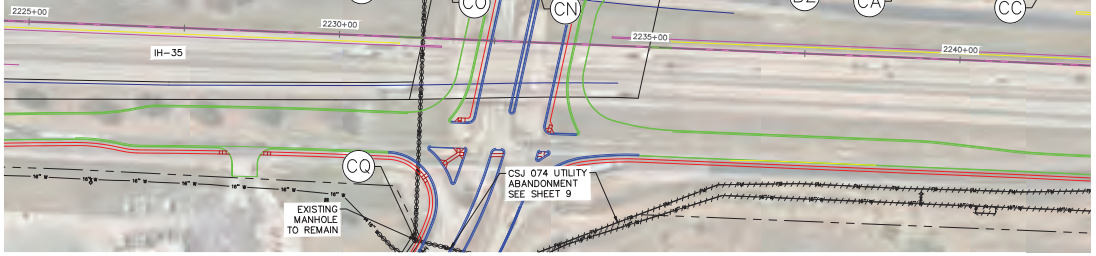
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

MATCHLINE 5
SHEET 7









LEGEND

PROPOSED UTILITY GROUT FILL AND ABANDON
PROPOSED UTILITY LINE REMOVAL
PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

SHEET NOTES:

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TXDOT ROW ARE TO BE REMOVED OR FILLED WITH GROUT. ALL OTHER LINES SHOWN TO BE ABANDONED OUTSIDE OF TXDOT ROW MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE.
3. THIS IS THE PREVIOUSLY ABANDONED FORCE MAIN. THE EXISTING 6" FORCE MAIN AND BORDER COWBOY LIFT STATION ARE TO REMAIN AND BE PROTECTED.

WATER ABANDONMENT

Point #	Northing	Easting	Description
31	7141887.52	2373346.23	REMOVE 12" GATE VALVE
32	7141923.98	2373345.77	REMOVE 12" GATE VALVE
33	7141926.73	2373342.22	REMOVE 12" GATE VALVE
34	7141933.53	2373342.10	REMOVE 12" GATE VALVE
35	7144860.34	2372712.84	REMOVE FH AND 6" VALVE
36	7145081.22	2372786.98	REMOVE FH AND 6" VALVE
37	7145346.03	2372771.40	REMOVE FH AND 6" VALVE
38	7145608.51	2372764.49	REMOVE FH AND 6" VALVE
39	7145791.97	2372760.48	REMOVE FH AND 6" VALVE
40	7145833.48	2372751.02	REMOVE 12" GATE VALVE
41	7145841.57	2372744.49	REMOVE WATER METER
42	7145854.13	2372734.34	REMOVE 8" GATE VALVE

WATER ABANDONMENT

Point #	Northing	Easting	Description
43	7145963.94	2372752.76	REMOVE FH AND 6" VALVE
44	7145968.66	2372769.46	REMOVE 16" GATE VALVE
45	7146224.22	2372718.12	REMOVE FH AND 6" VALVE
46	7146934.05	2372696.15	REMOVE WATER METER CONNECTION
47	7147181.62	2372703.24	REMOVE FH AND 6" VALVE
48	7147186.27	2372692.55	REMOVE 16" GATE VALVE

WATER LINE ABANDONMENT

Begin	End	Length	Description
Q	BD	1273'	REMOVE 12" WL PIPE
BD	BE	37'	REMOVE 12" WL PIPE
BE	BF	10'	REMOVE 12" WL PIPE
BF	BG	121'	GROUT FILL AND ABANDON 12" WL PIPE
BD	BH	17'	REMOVE 12" WL PIPE
BH	BI	37'	REMOVE 12" WL PIPE
BE	BJ	311'	GROUT FILL AND ABANDON 12" WL PIPE
BK	BJ	61'	REMOVE 12" WL PIPE
BJ	BL	33'	REMOVE 12" WL PIPE
BF	BM	91'	REMOVE 12" WL PIPE
BN	BO	63'	REMOVE 16" WL PIPE
BO	BP	113'	REMOVE 16" WL PIPE
BP	BQ	908'	REMOVE 16" WL PIPE
BQ	BR	365'	REMOVE 16" WL PIPE
BR	BS	46'	REMOVE 16" WL PIPE
BS	BC	10'	REMOVE 16" WL PIPE
BC	BU	108'	GROUT FILL AND ABANDON 16" WL PIPE

WATER LINE ABANDONMENT

Begin	End	Length	Description
BU	BV	53'	REMOVE 16" WL PIPE
BV	BW	35'	REMOVE 16" WL PIPE
BW	BX	136'	REMOVE 16" WL PIPE
BX	BY	85'	REMOVE 16" WL PIPE
BY	BZ	102'	REMOVE 16" WL PIPE
BZ	CA	217'	REMOVE 16" WL PIPE
CA	CB	4'	REMOVE 16" WL PIPE
CB	CC	269'	REMOVE 16" WL PIPE
CC	CD	13'	REMOVE 16" WL PIPE
BQ	CE	17'	REMOVE 16" WL PIPE
CE	CF	31'	REMOVE 8" WL PIPE
CF	CG	75'	REMOVE 8" WL PIPE
BZ	CH	74'	REMOVE 8" WL PIPE
CA	CI	25'	REMOVE 4" WL PIPE
CB	CJ	24'	REMOVE 8" WL PIPE
BC	BT	30'	REMOVE 16" WL PIPE

SANITARY SEWER LINE ABANDONMENT

Begin	End	Length	Description
CK	CL	415'	GROUT FILL AND ABANDON 6" FM
CL	CM	158'	REMOVE 6" FM
CM	CN	134'	REMOVE 6" FM
CN	CO	139'	GROUT FILL AND ABANDON 6" FM
CO	CP	28'	REMOVE 6" FM
CP	CQ	464'	GROUT FILL AND ABANDON 6" FM
CO	CR	50'	REMOVE 6" FM
CR	CS	34'	REMOVE 6" FM
CT	CU	291'	REMOVE 8" FM
CU	CV	169'	GROUT FILL AND ABANDON 8" FM
CV	CW	41'	REMOVE 8" FM
CW	CX	82'	REMOVE 8" FM
CX	CY	221'	REMOVE 8" FM

SANITARY SEWER ABANDONMENT

Point #	Northing	Easting	Description
49	7143260.60	2374878.78	REMOVE SS MH

Kimley»Horn
TBPE Firm #928 | TBPLS Firm #10194472
801 Cherry St., Suite 3300 Ft. Worth, TX 76102
817-335-6511

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
CHRISTOPHER PRINCE
103949
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

UTILITY ABANDONMENT
(SHEET 3 OF 4)

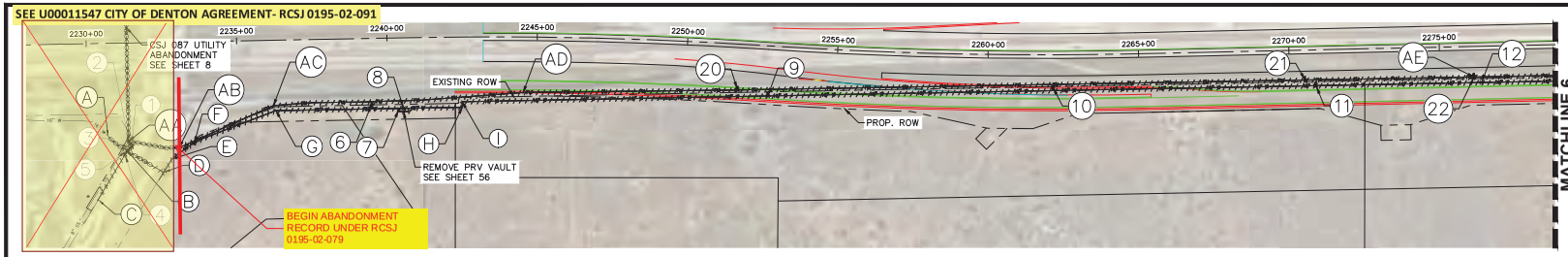
DATE: MARCH 2023 CPI
DESIGN: NDCH
DRAWN: JRA
CHECKED: KHA
KHA NO.: 061024043

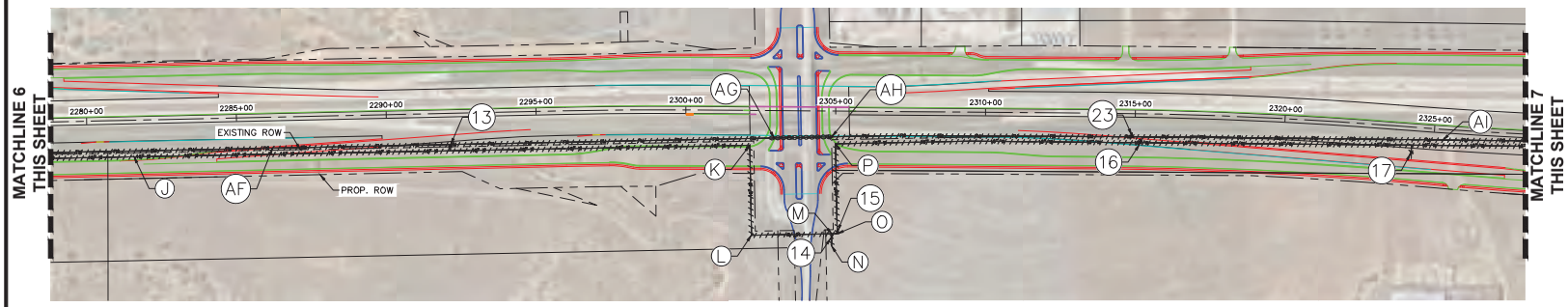
SHEET
8

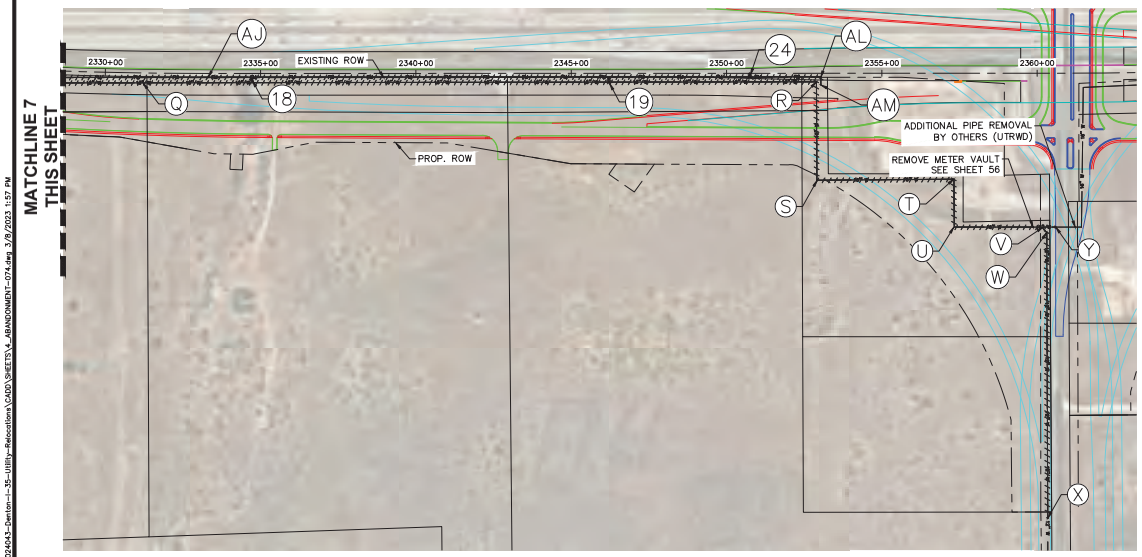
K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\X_ABANDONMENT-007.dwg 3/8/2023 11:34 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091







NORTH

GRAPHIC SCALE IN FEET
0 100 200 400
FOR 11"X17" 1"=400'

SHEET NOTES:

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TXDOT ROW ARE TO BE REMOVED OR FILLED WITH GROUT. ALL OTHER LINES SHOWN TO BE ABANDONED OUTSIDE OF TXDOT ROW MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE.

WATER LINE ABANDONMENT

Begin	End	Length	Description
~~A~~	~~B~~	~~79'~~	~~GROUT FILL AND ABANDON 16" WL PIPE~~
~~C~~	~~B~~	~~188'~~	~~REMOVE 8" WL PIPE~~
B	D	142'	GROUT FILL AND ABANDON 16" WL PIPE
D	E	52'	REMOVE 16" WL PIPE
E	F	91'	REMOVE 16" WL PIPE
F	G	291'	REMOVE 16" WL PIPE
G	H	619'	REMOVE 16" WL PIPE
H	I	19'	REMOVE 16" WL PIPE
I	J	3907'	REMOVE 16" WL PIPE
J	K	2055'	REMOVE 16" WL PIPE
K	L	300'	REMOVE 16" WL PIPE
L	M	268'	REMOVE 16" WL PIPE
N	M	40'	REMOVE 16" WL PIPE
M	O	18'	REMOVE 16" WL PIPE
O	P	300'	REMOVE 16" WL PIPE
P	Q	2619'	REMOVE 16" WL PIPE
Q	R	2169'	REMOVE 16" WL PIPE
R	S	317'	REMOVE 16" WL PIPE
S	T	440'	REMOVE 16" WL PIPE
T	U	155'	REMOVE 16" WL PIPE
U	V	288'	REMOVE 16" WL PIPE
V	W	21'	REMOVE 16" WL PIPE
W	X	919'	REMOVE 12" WL PIPE
V	Y	40'	REMOVE 16" WL PIPE

WATER ABANDONMENT

Point #	Northing	Easting	Description
~~1~~	~~7146192.61~~	~~2373248.49~~	~~REMOVE FH AND 6" VALVE~~
~~2~~	~~7146185.55~~	~~2373241.18~~	~~REMOVE WATER METER~~
~~3~~	~~7146187.73~~	~~2373254.41~~	~~REMOVE WATER METER~~
~~4~~	~~7146171.34~~	~~2373275.56~~	~~REMOVE 8" GATE VALVE~~
5	7146177.88	2373263.12	REMOVE 16" GATE VALVE
6	7146991.32	2373106.91	REMOVE FH AND 6" VALVE
7	7147081.05	2373124.36	REMOVE 16" GATE VALVE
8	7147096.89	2373121.60	REMOVE 16" GATE VALVE
9	7148307.75	2373079.24	REMOVE 2" AIR RELEASE VALVE
10	7149254.54	2373047.21	REMOVE FH AND 6" VALVE
11	7150130.27	2373043.27	REMOVE 2" AIR RELEASE VALVE
12	7150680.18	2373032.42	REMOVE 2" AIR RELEASE VALVE
13	7152252.44	2372985.34	REMOVE FH AND 6" VALVE
14	7153526.22	2373286.77	REMOVE 12" GATE VALVE
15	7153544.39	2373271.81	REMOVE 16" GATE VALVE
16	7154556.17	2372972.22	REMOVE 2" AIR RELEASE VALVE
17	7155459.85	2373002.97	REMOVE 6" GATE VALVE
18	7156508.02	2372976.12	REMOVE FH AND 6" VALVE
19	7157658.07	2372996.88	REMOVE 2" AIR RELEASE VALVE

SANITARY SEWER LINE ABANDONMENT

Point #	Northing	Easting	Description
20	7148206.79	2373058.96	REMOVE 2" AIR RELEASE VALVE
21	7150094.99	2373027.32	REMOVE 2" AIR RELEASE VALVE
22	7150656.16	2373013.25	REMOVE 2" AIR RELEASE VALVE
23	7154529.05	2372951.34	REMOVE 2" AIR RELEASE VALVE
24	7158111.91	2372983.43	REMOVE 2" AIR RELEASE VALVE

SANITARY SEWER LINE ABANDONMENT

Begin	End	Length	Description
~~AA~~	~~AB~~	~~169'~~	~~GROUT FILL AND ABANDON 4" FM~~
AB	AC	343'	REMOVE 4" FM
AC	AD	831'	REMOVE 4" FM
AD	AE	3161'	REMOVE 4" FM
AE	AF	1005'	REMOVE 4" FM
AF	AG	1674'	REMOVE 4" FM
AG	AH	192'	GROUT FILL AND ABANDON 4" FM
AH	AI	2039'	REMOVE 4" FM
AI	AJ	803'	REMOVE 4" FM
AJ	AL	1972'	REMOVE 4" FM
AL	AM	25'	REMOVE 4" FM

LEGEND

PROPOSED UTILITY GROUT FILL AND ABANDON
PROPOSED UTILITY LINE REMOVAL
PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 3300 Ft. Worth, TX 76102
PH 817-335-6511

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103671
REGISTERED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

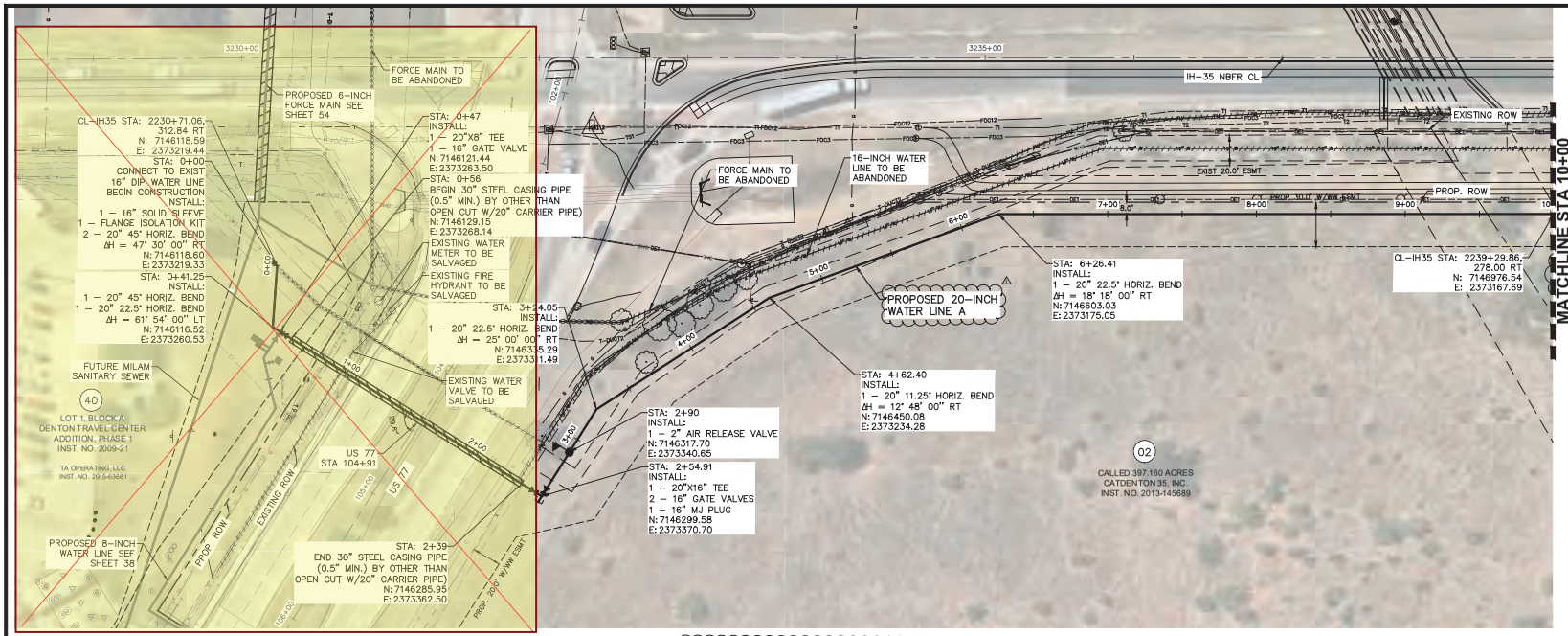
UTILITY ABANDONMENT
(SHEET 4 OF 4)

DATE:	MARCH 2023	CPI
DESIGN:		NDCH
DRAWN:		JRA
CHECKED:		
KHA NO.:		061024043

SHEET
9

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\V_ABANDONMENT-074.dwg 3/8/2023 11:57 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

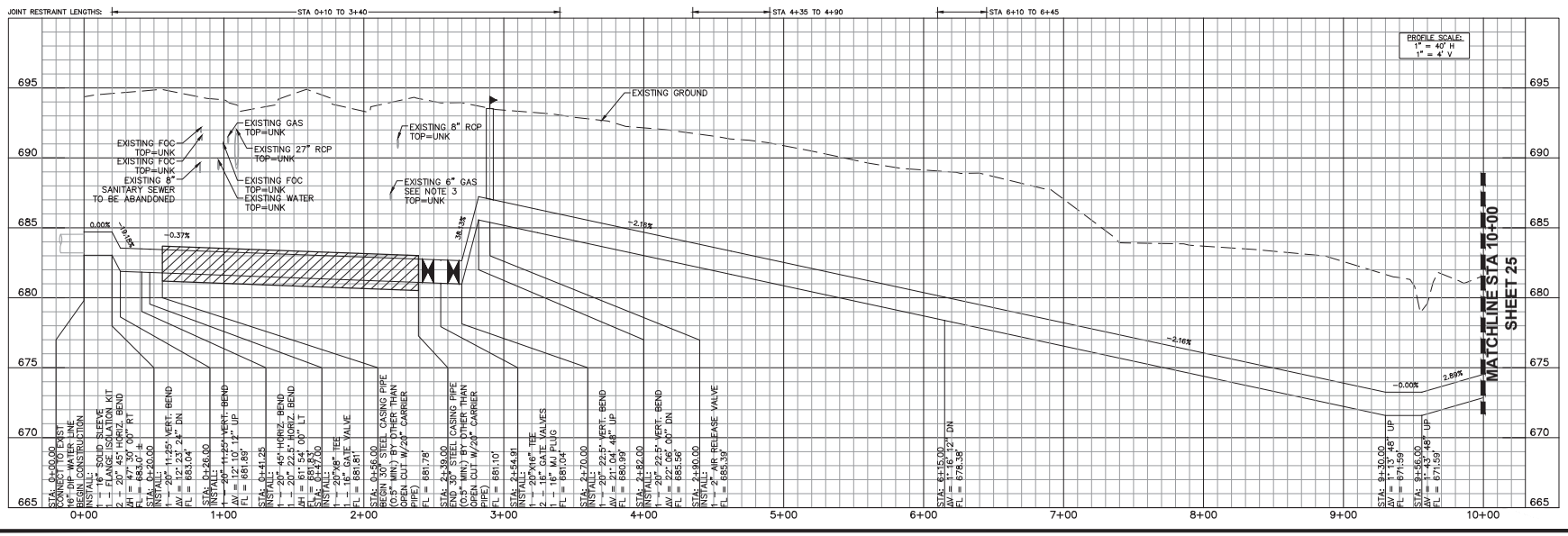


SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. COORDINATE WITH EAGLE RIDGE 48 HOURS PRIOR TO BORING (214-295-6704).

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

CSJ 074 - PROPOSED 20IN WL A STA 0+00 - 10+00



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817.335.6511

No.	Revision	By	Date
1	PER BASE CHANGE TO REFLECT BID MATERIAL	CPI	5/30/2023

05/10/2023
CHRISTOPHER P. IRWIN
103570
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

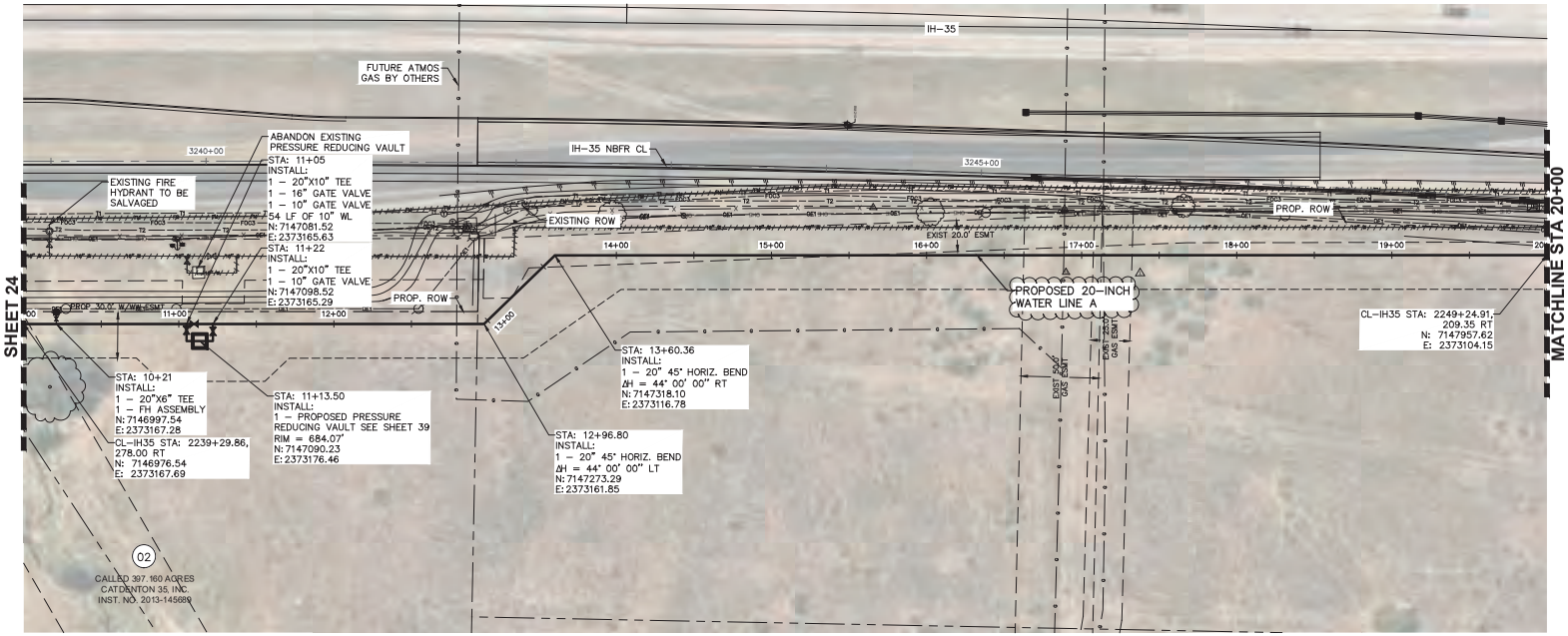
CSJ 074 - PROPOSED 20IN WL A STA 0+00 - 10+00

DATE: APRIL 2023
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024043

SHEET
24

\\kimley-horn\Ve...the\...\dittlaw\Vol61024043-denton-i35-utility-relocations\CADD\SHEETS\CSJ 074 - 16th ML.dwg 5/10/2023 11:02 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



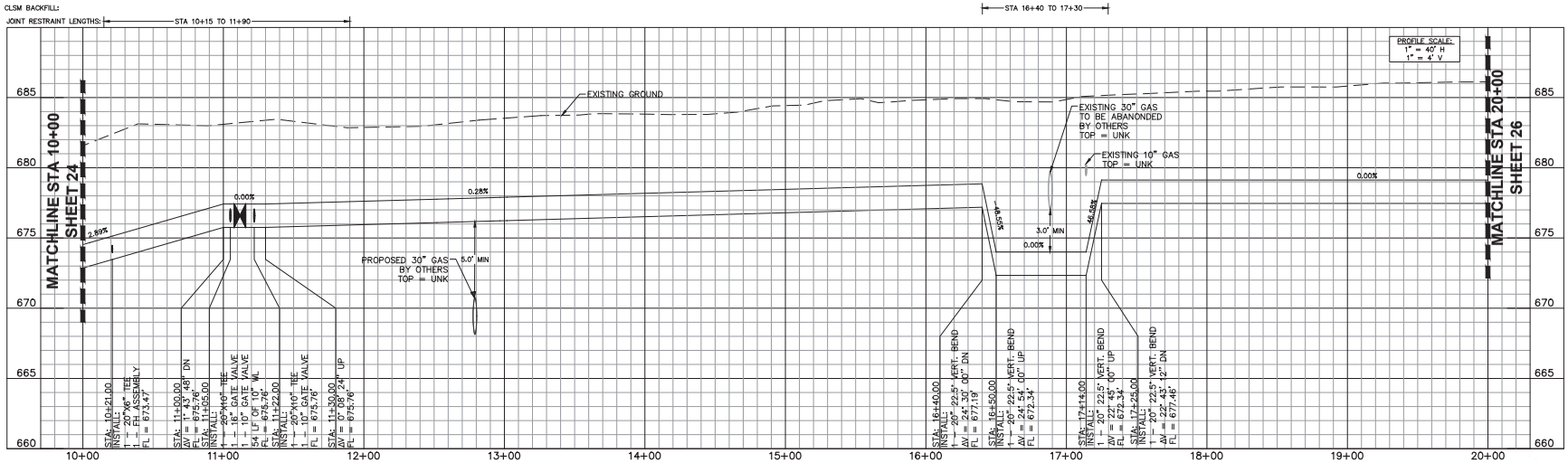
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. CONTRACTOR SHALL CONTACT ATMOS GAS COMPANY AT 888-286-6700 FOR LOCATION AND UNCOVERING OF ALL GAS PIPELINES PRIOR TO BEGINNING EXCAVATION NEAR GAS LINES.

CSJ 074 - PROPOSED 20IN WL A STA 10+00 - 20+00



Kimley»Horn
TBPE Firm No. 928 801 Cherry St., Suite 1300 Ft. Worth, TX 76102 Ph. 817.335.6511

No.	Revision	By	Date
1	PER DESIGN CHANGE TO REJECT BID MATERIAL	CPI	5/30/2023

05/10/2023
CHRISTOPHER P. IRWIN
103671
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

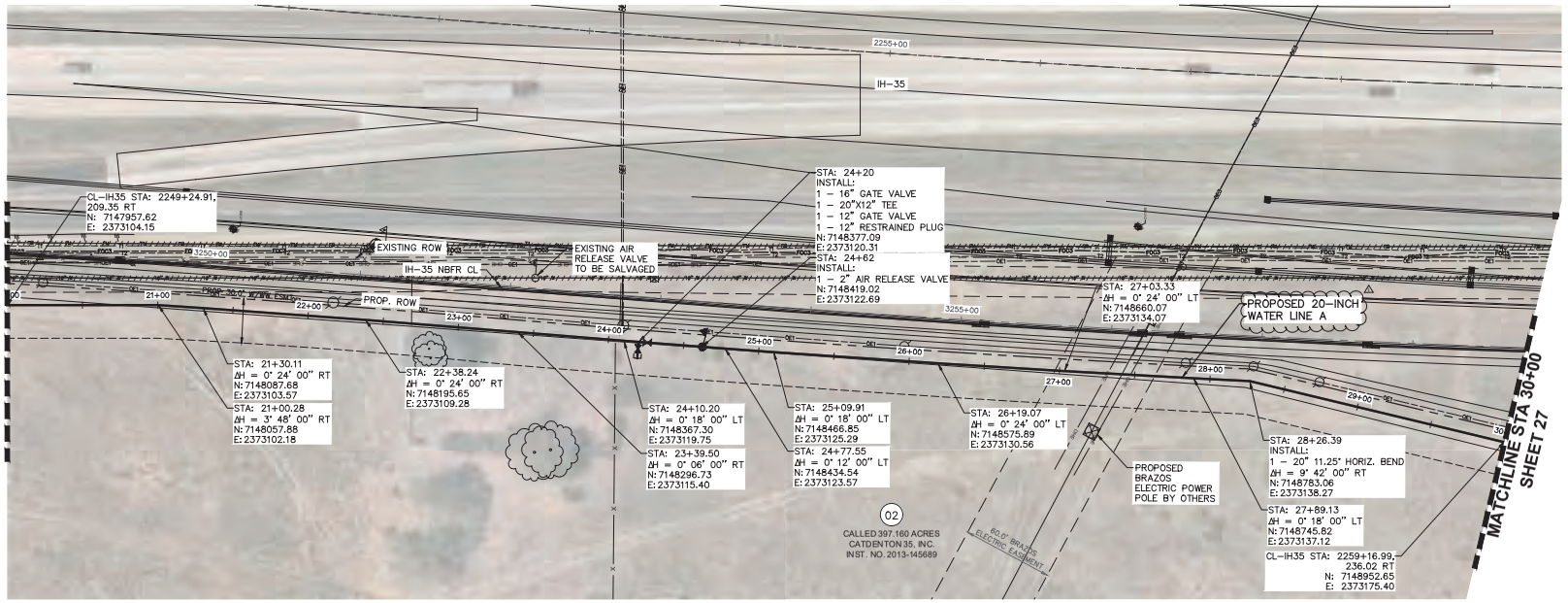
CSJ 074 - PROPOSED 20IN
WL A STA 10+00 - 20+00

DATE: APRIL 2023
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024043

SHEET
25

\\Kimley-horn\Ve...the_Va...ultilities\Ve16024043-denton-i...35-utility-relocations\CADD SHEETS\CSJ 074 - 16th Mi..dwg 5/10/2023 11:02 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



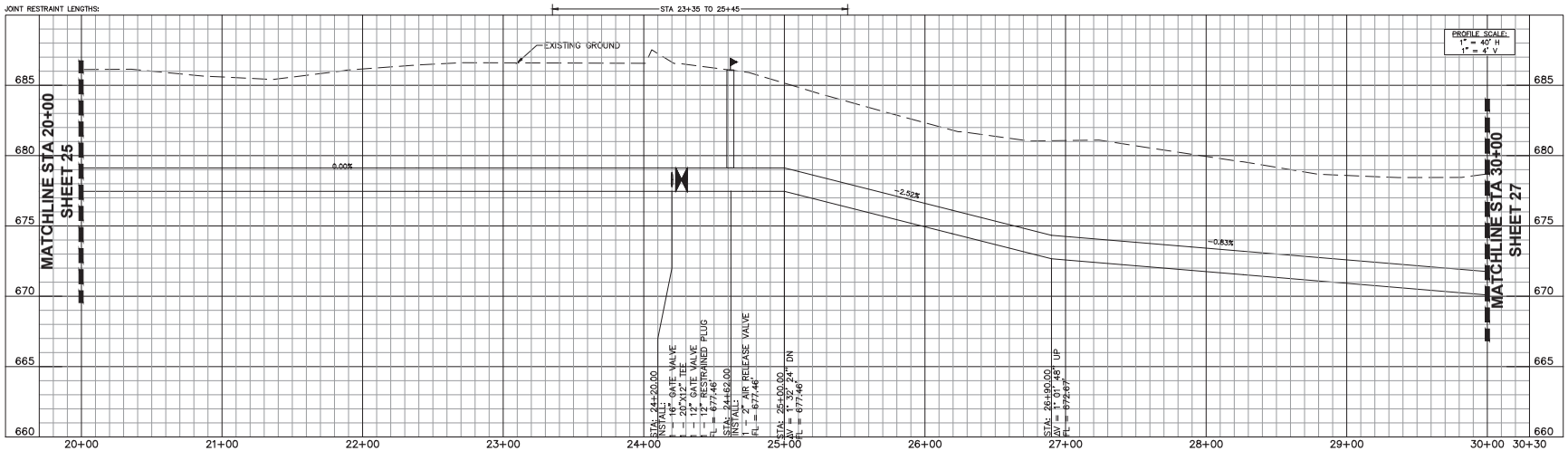
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. CAUTION CONTRACTOR SHALL COORDINATE WITH BRAZOS ELECTRIC CORPORATION IN CROSSING UNDERNEATH ELECTRICAL LINES. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING POWER POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS. UNDER NO CIRCUMSTANCES SHOULD THE CONTRACTOR WORK WITHIN 25' OF A POWER POLE.

CSJ 074 - PROPOSED 20IN WL A STA 20+00 - 30+00



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817.335.6511

No.	Revision	By	Date
1	PER CASE CHANGE TO PROJECT BID MATERIAL	CPI	5/30/2023

06/10/2023
CHRISTOPHER P. IRWIN
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

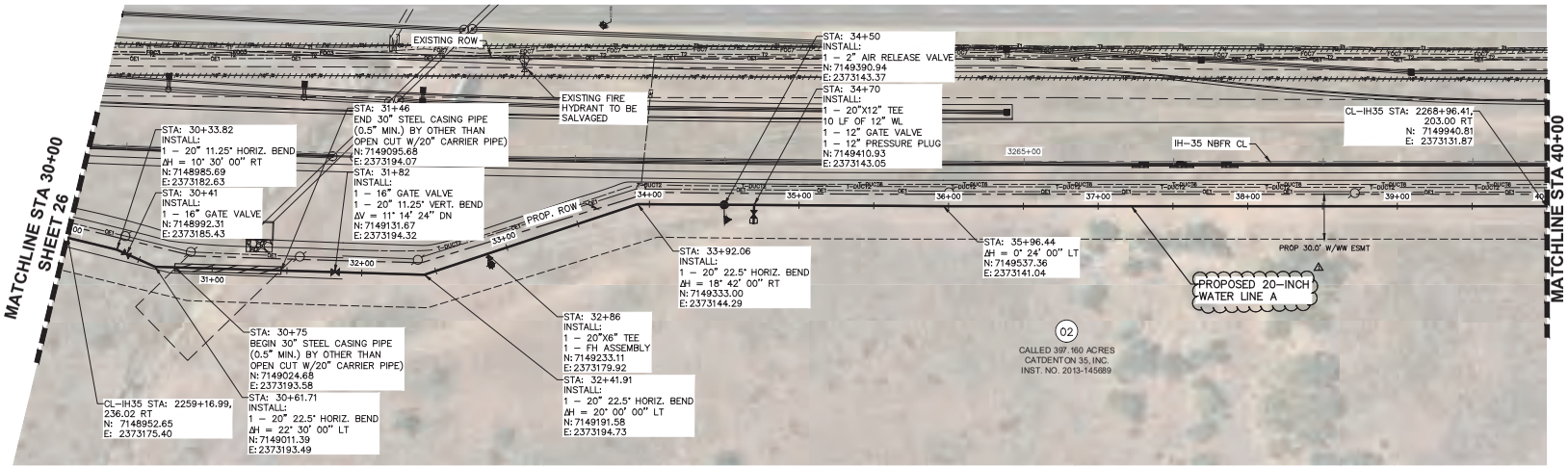
CSJ 074 - PROPOSED 20IN WL A STA 20+00 - 30+00

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
26

\\kimley-horn\fw_fte\fte_utilities\061024043-denton---35--utility--relocations\CADD\SHEETS\CSJ 074 -- 16th Mile.dwg 5/10/2023 11:03 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



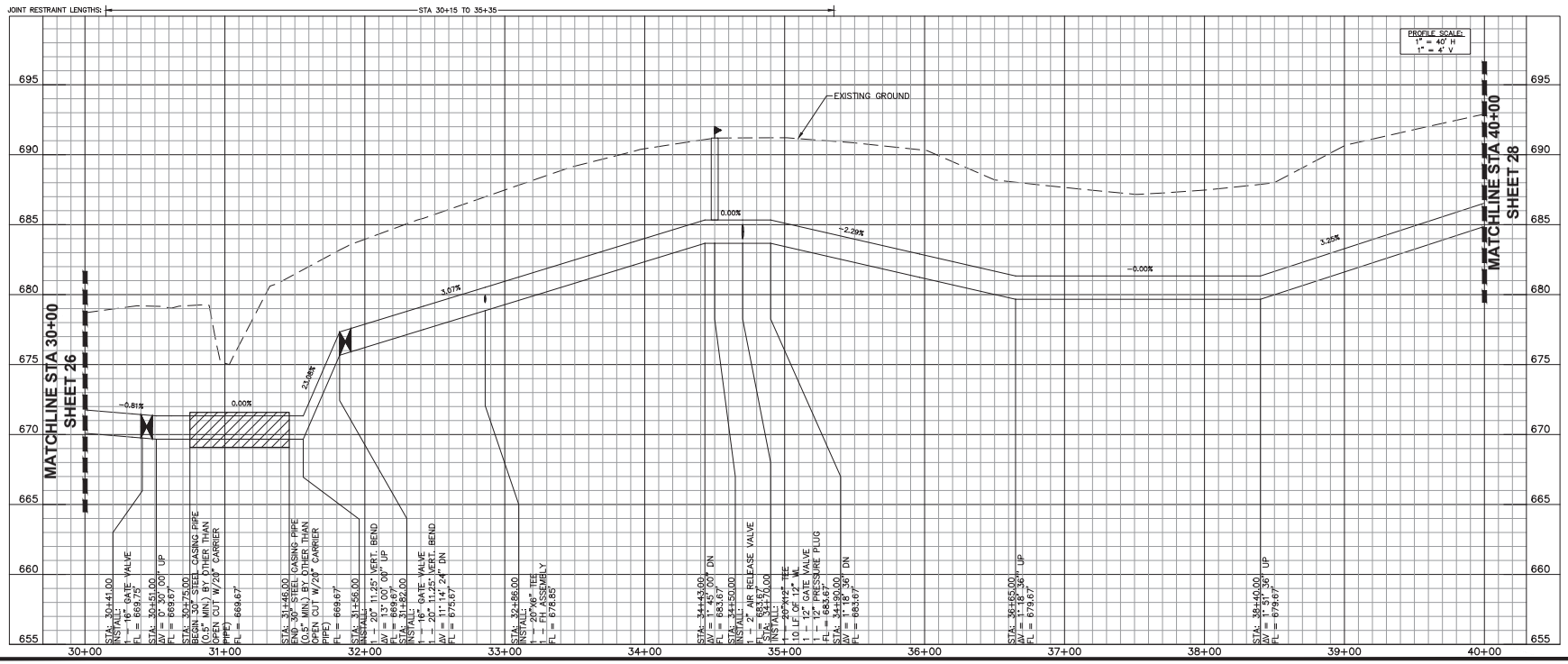
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 30+00 - 40+00



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817.335.6511

No.	Revision	By	Date
1	PER DESIGN CHANGE TO REDUCT BID MATERIAL	CPI	5/30/2023

05/10/2023
CHRISTOPHER P. IRWIN
103749
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

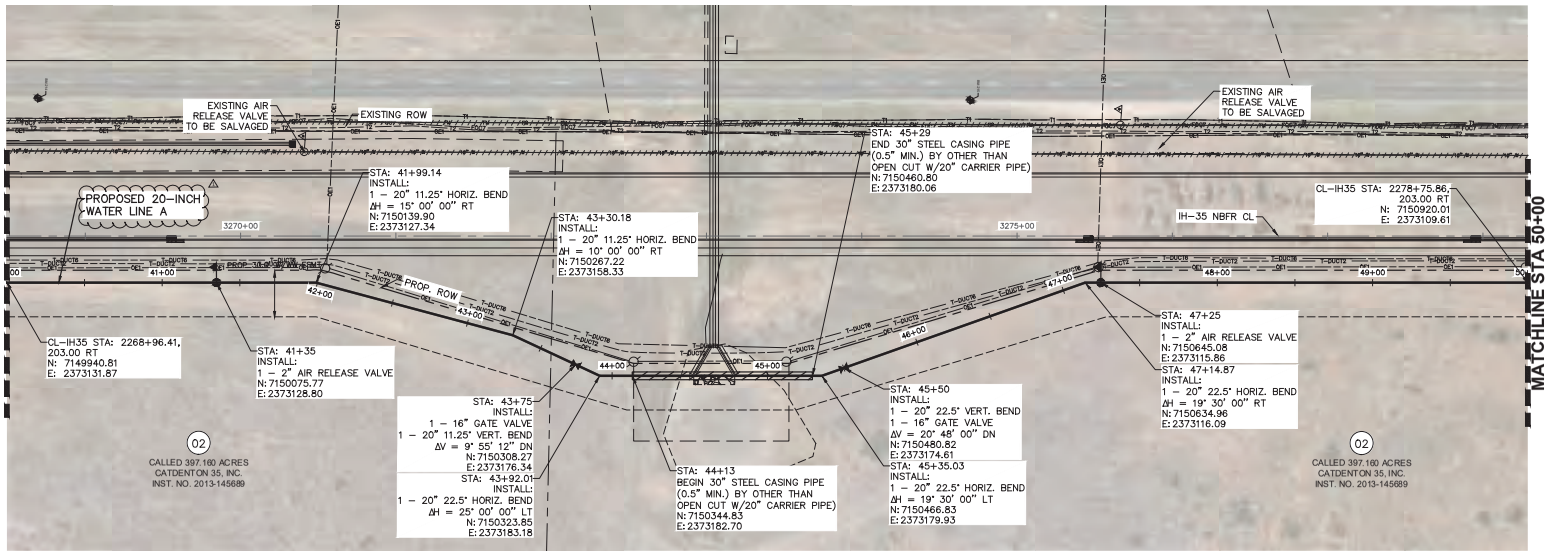
CSJ 074 - PROPOSED 20IN WL A STA 30+00 - 40+00

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
27

\\kimley-horn\Ve...the_Vhe_...illities\Ve\061024043-denton-----35--utility--relocations\CADD SHEETS\CSJ 074 -- 16th ML.dwg 5/10/2023 11:14 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



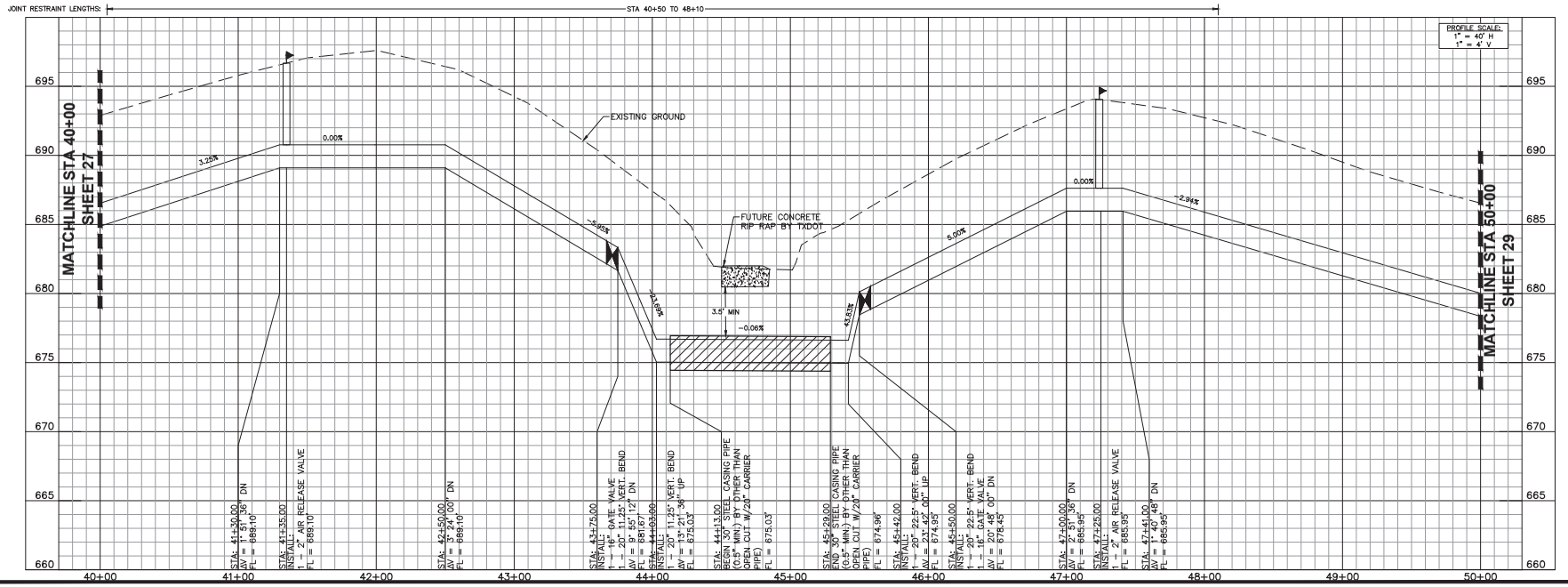
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 40+00 - 50+00



Kimley»Horn	No.	Revision	By	Date
TBPE Firm No. 928	1	PRELIMINARY NOT FOR CONSTRUCTION OR BIDDING PURPOSES	CPI	5/30/2023
801 Cherry St., Suite 1300 Ft. Worth, TX 76102				
P: 817.335.6511				

05/10/2023
CHRISTOPHER P. IRVIN
103671
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

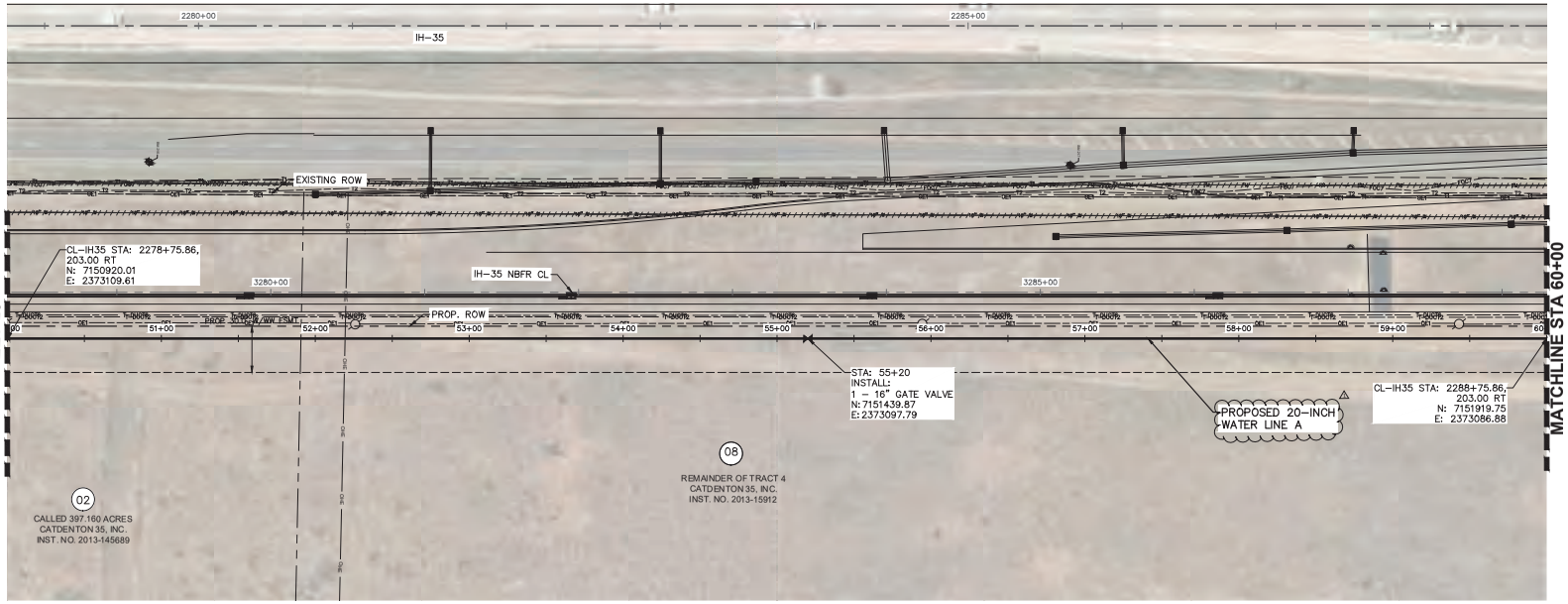
CSJ 074 - PROPOSED 20IN WL A STA 40+00 - 50+00

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
28

\\kimley-horn\fw_file\fw_utilities\061024043-denton-ih35-utility-relocations\CADD SHEETS\CSJ 074 - 16th Mile.dwg 5/10/2023 11:05 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



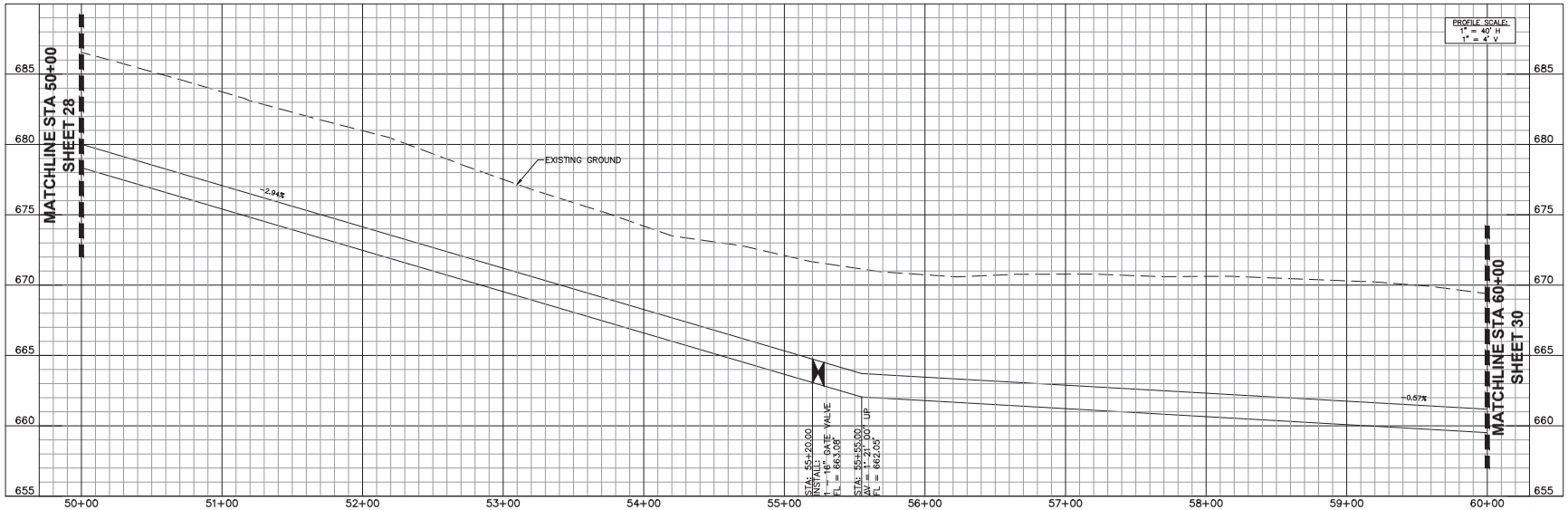
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 50+00 - 60+00



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817-335-6511

No.	Revision	By	Date
1	PER CITY COMMENTS	CPI	5/30/2023

PRELIMINARY NOT FOR CONSTRUCTION OR BIDDING PURPOSES
05/10/2023
CHRISTOPHER P. IRWIN
103570
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

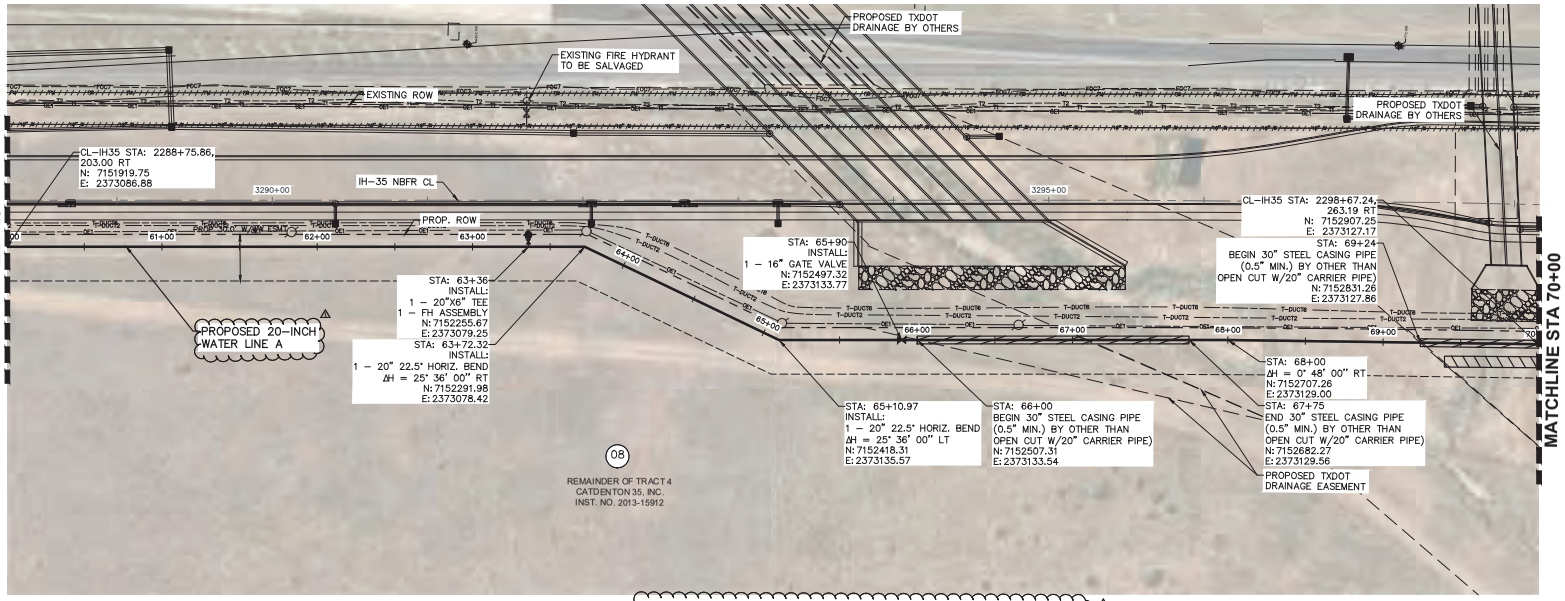
CSJ 074 - PROPOSED 20IN WL A STA 50+00 - 60+00

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
29

\\kimley-horn\fw_fte\fte_utilities\061024043-denton-i-35-utility-relocations\CADD\SHEETS\CSJ 074 - 16in WL.dwg 5/10/2023 11:06 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



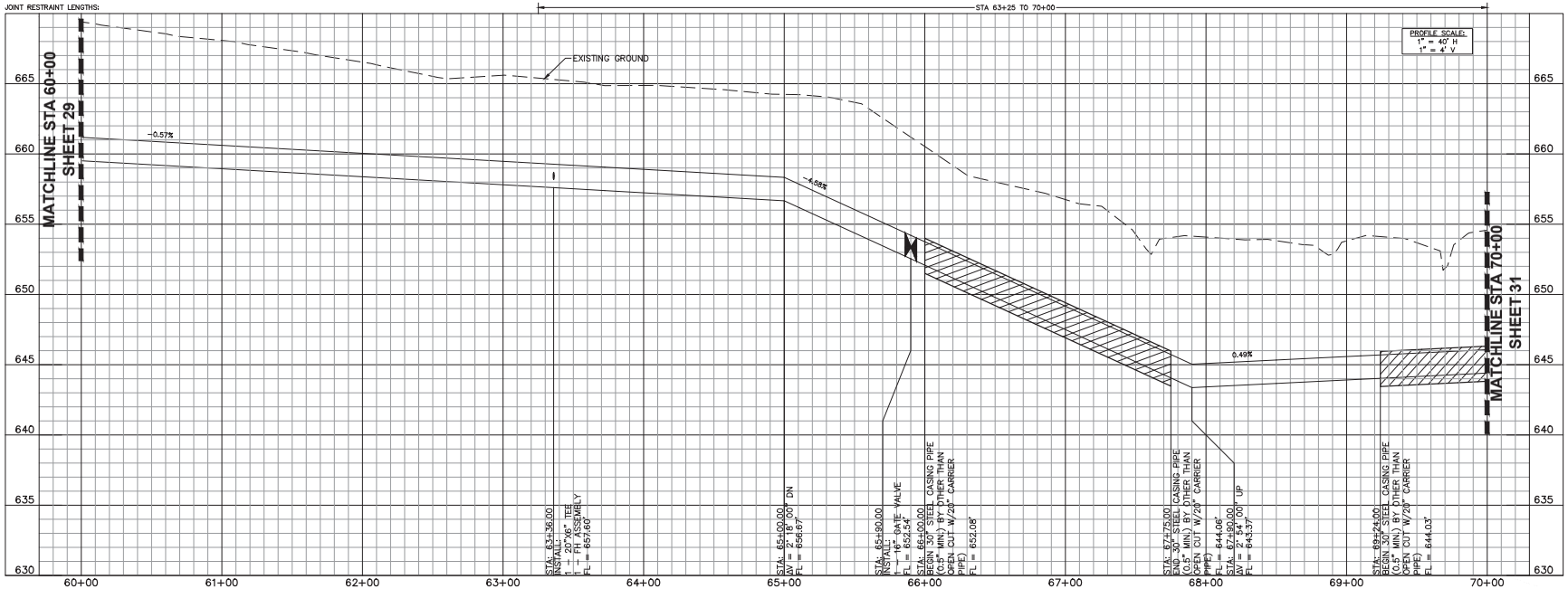
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 60+00 - 70+00



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817.335.6511

No.	Revision	By	Date
1	PER DISCLOSURE TO PROJECT BID MATERIAL	CPI	5/30/2023

05/10/2023
CHRISTOPHER P. IRVIN
103671
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

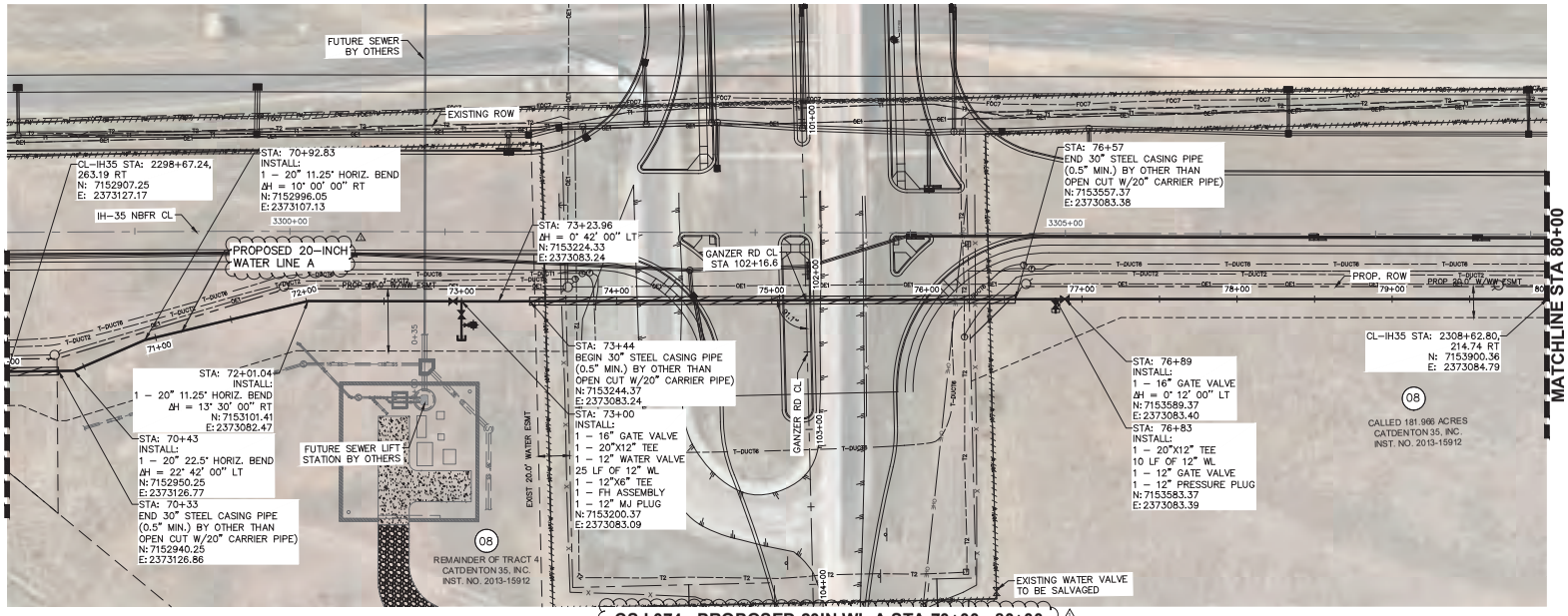
CSJ 074 - PROPOSED 20IN WL A STA 60+00 - 70+00

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
30

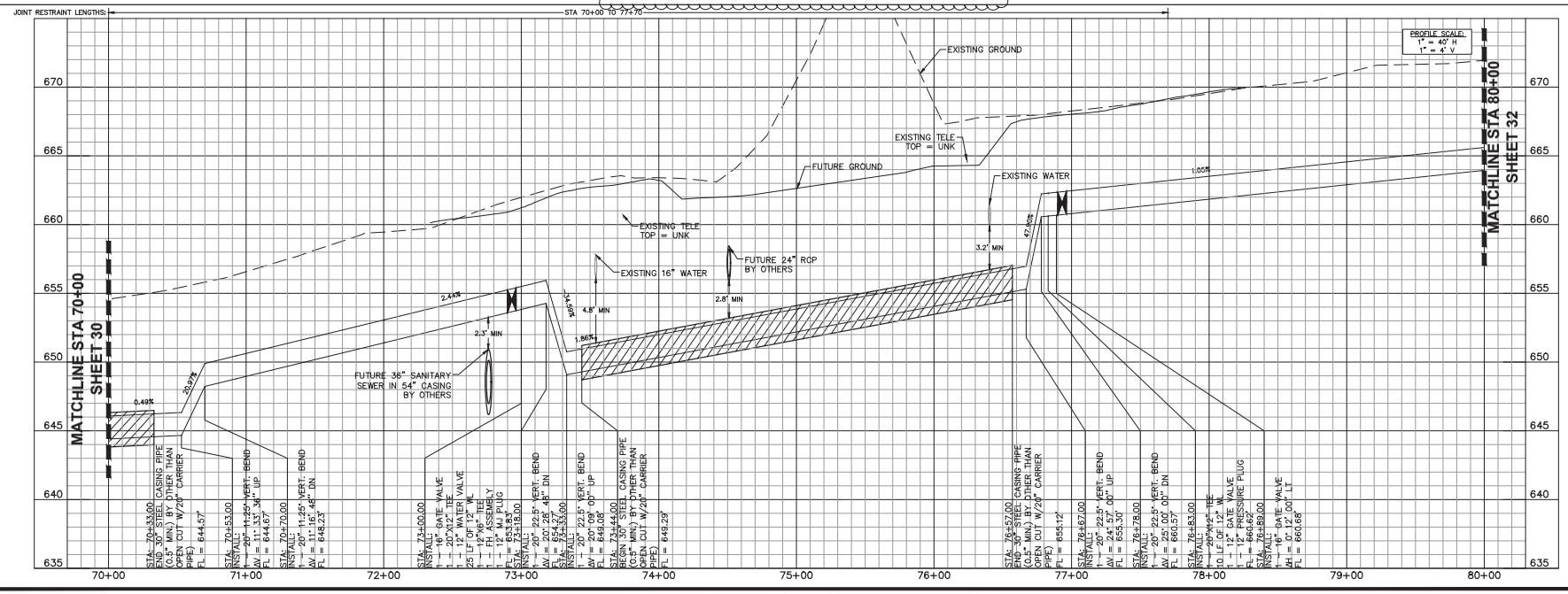
\\kimley-horn\fw_file\fw_utilities\061024043-denton-i-35-utility-relocations\CADD SHEETS\CSJ 074 - 16th Mi.dwg 5/10/2023 11:06 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817.335.6511

No.	Revision	By	Date
1	PER CSJ CHANGE TO PROJECT BID MATERIAL	CPI	5/30/2023

05/10/2023
STATE OF TEXAS
CHRISTOPHER P. IRLBECK
103741
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

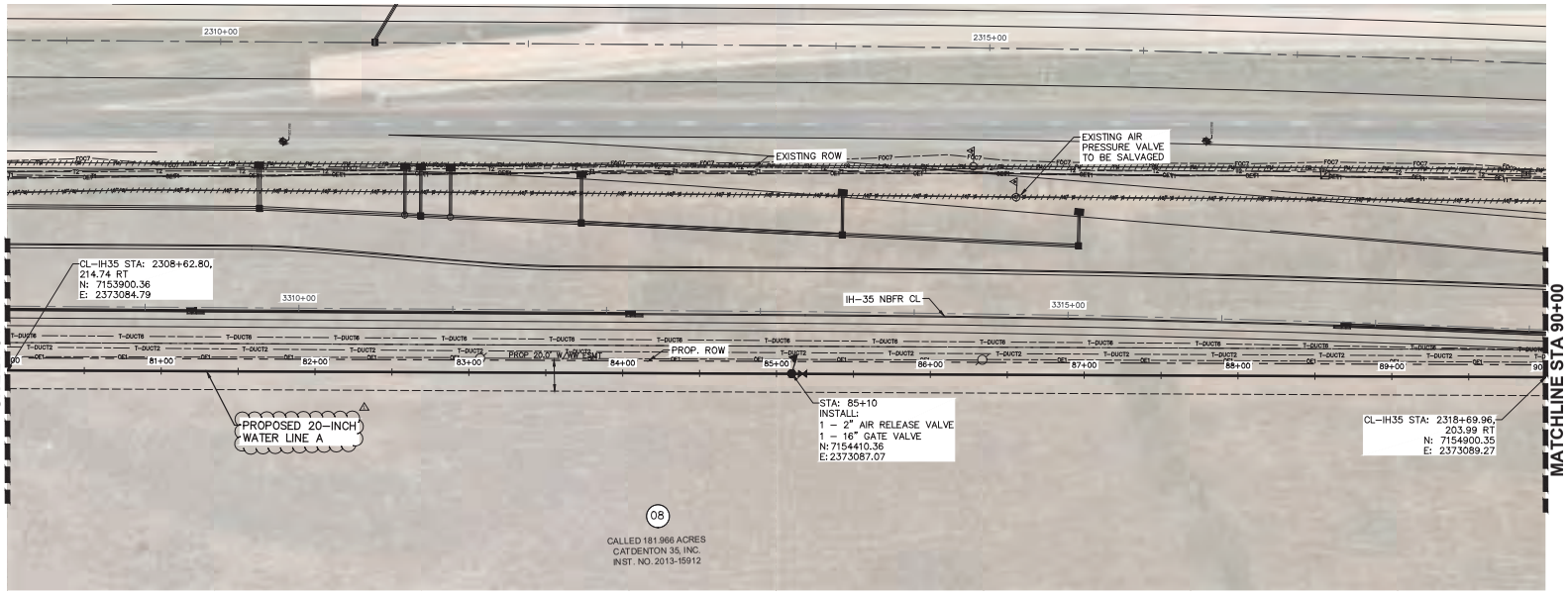
CSJ 074 - PROPOSED 20IN WL A STA 70+00 - 80+00

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
31

\\Kimley-horn\Tx_ftw_1\ftw_utilities\061024043-denton---35--utility--relocations\CADD\SHEETS\CSJ 074 -- 16th WL.dwg 5/10/2023 11:07 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



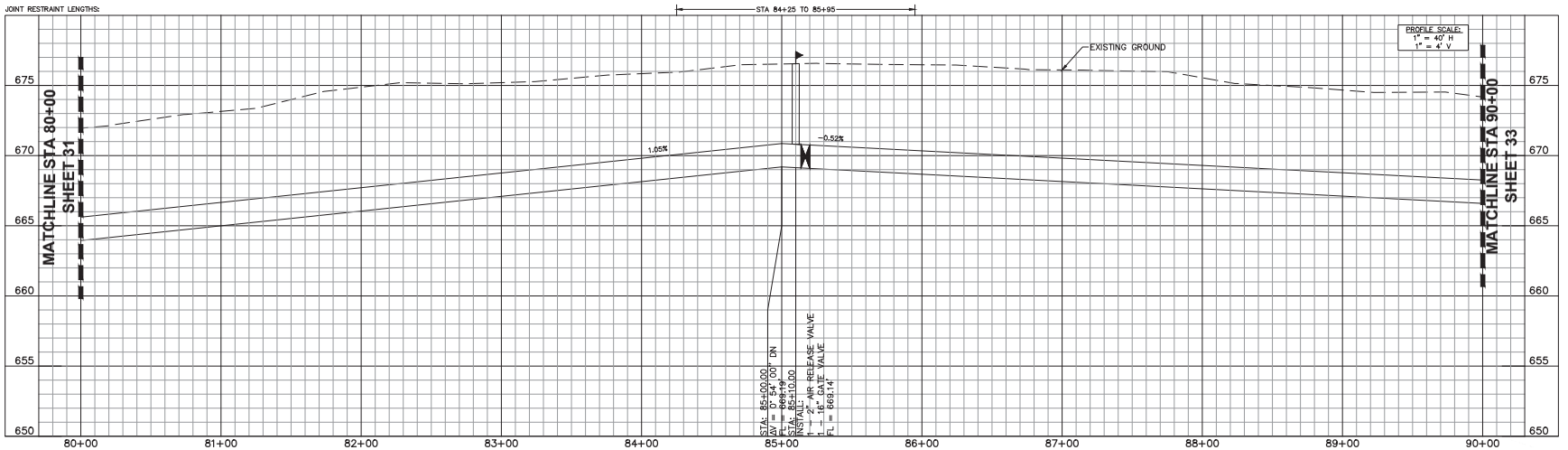
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 80+00 - 90+00



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817.335.6511

No.	Revision	By	Date
1	PRELIMINARY TO REJECT BID MATERIAL	CPI	5/30/2023

05/10/2023
CHRISTOPHER P. IRELAND
103671
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

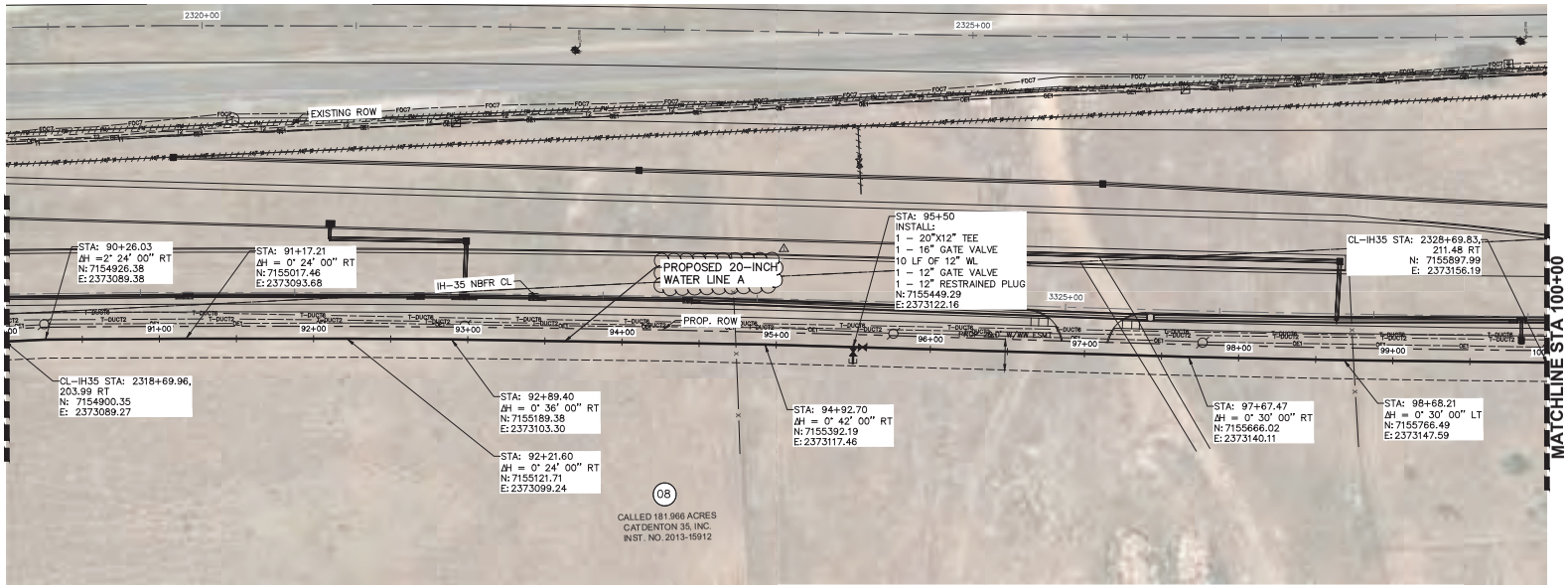
CSJ 074 - PROPOSED 20IN WL A STA 80+00 - 90+00

DATE:	APRIL 2023	CPI
DESIGN:		NDCH
DRAWN:		JRA
CHECKED:		KHA NO.: 061024043

SHEET
32

\\kimley-horn\fw_fte_vhe_utilities\V061024043-denton-i-35-utility-relocations\CADD SHEETS\CSJ 074 - 16th Mi.dwg 5/10/2023 11:08 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



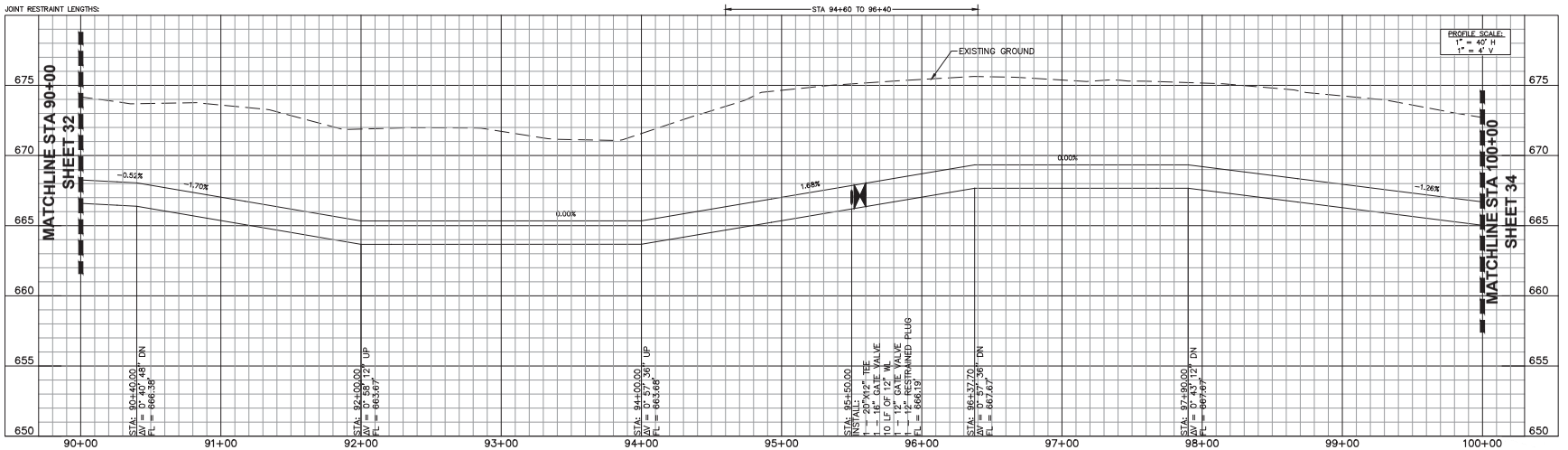
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 90+00 - 100+00



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817.335.6511

No.	Revision	By	Date
1	PER BASE CHANGE TO PROJECT BID MATERIAL	CPI	5/30/2023

05/10/2023
CHRISTOPHER P. IRELAND
103570
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

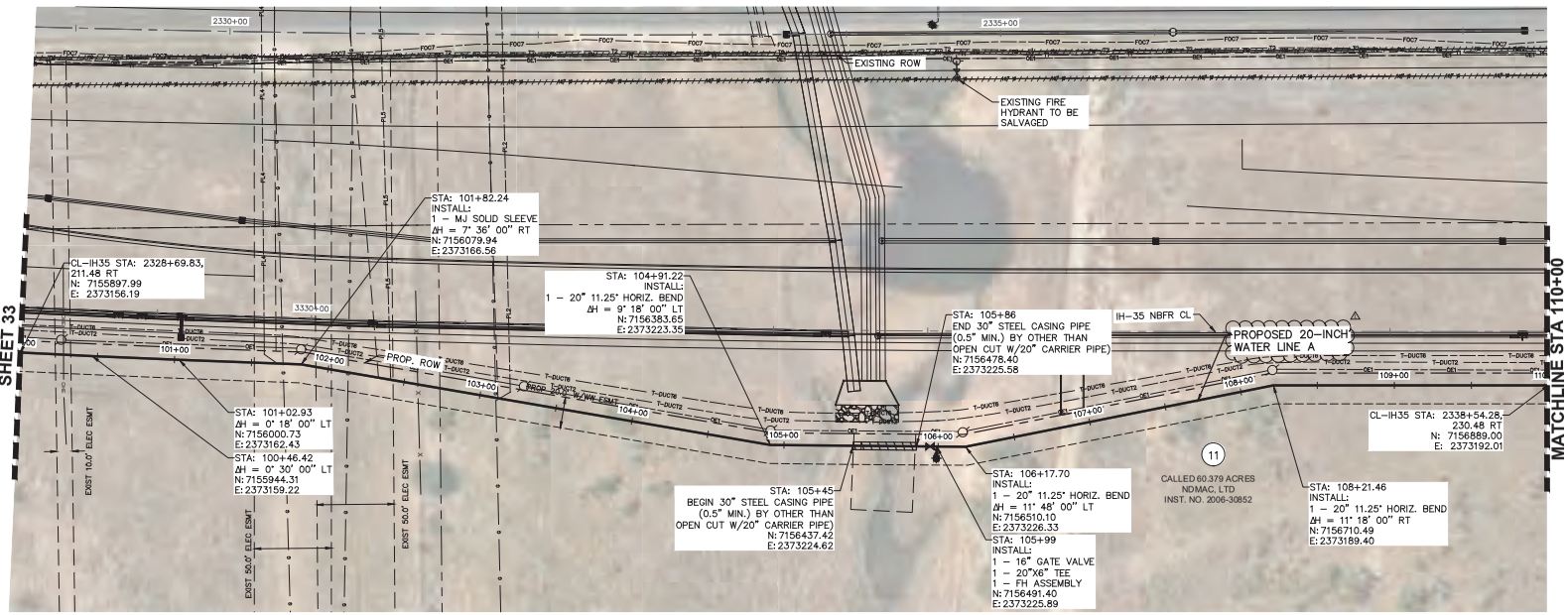
CSJ 074 - PROPOSED 20IN WL A STA 90+00 - 100+00

DATE:	APRIL 2023	CPI
DESIGN:		NDCH
DRAWN:		JRA
CHECKED:		KHA NO.: 061024043

SHEET
33

\\kimley-horn\fw_fw_fw_utilities\061024043-denton-ih-35-utility-relocations\CADD\SHEETS\CSJ 074 - 16th Mile.dwg 5/10/2023 11:09 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



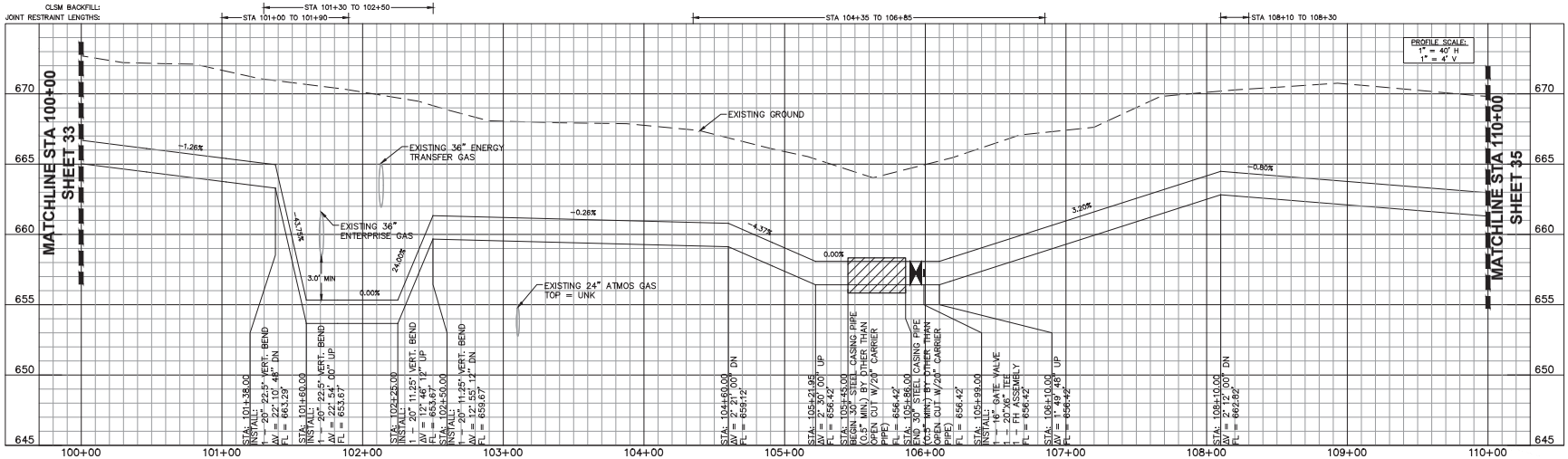
CSJ 074 - PROPOSED 20IN WL A STA 100+00 - 110+00

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL CONTACT ENTERPRISE GAS (888–883–6308), ENERGY TRANSFER GAS(214–981–0700), AND ATMOS GAS (888–286–6700) PRIOR TO CROSSING GAS LINE.
2. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817.335.6511

No.	Revision	By	Date
1	PER DESIGN CHANGE TO REFLECT BID MATERIAL	CPI	5/30/2023

06/10/2023
CHRISTOPHER P. IRWIN
103741
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

CSJ 074 - PROPOSED 20IN
WL A STA 100+00 - 110+00

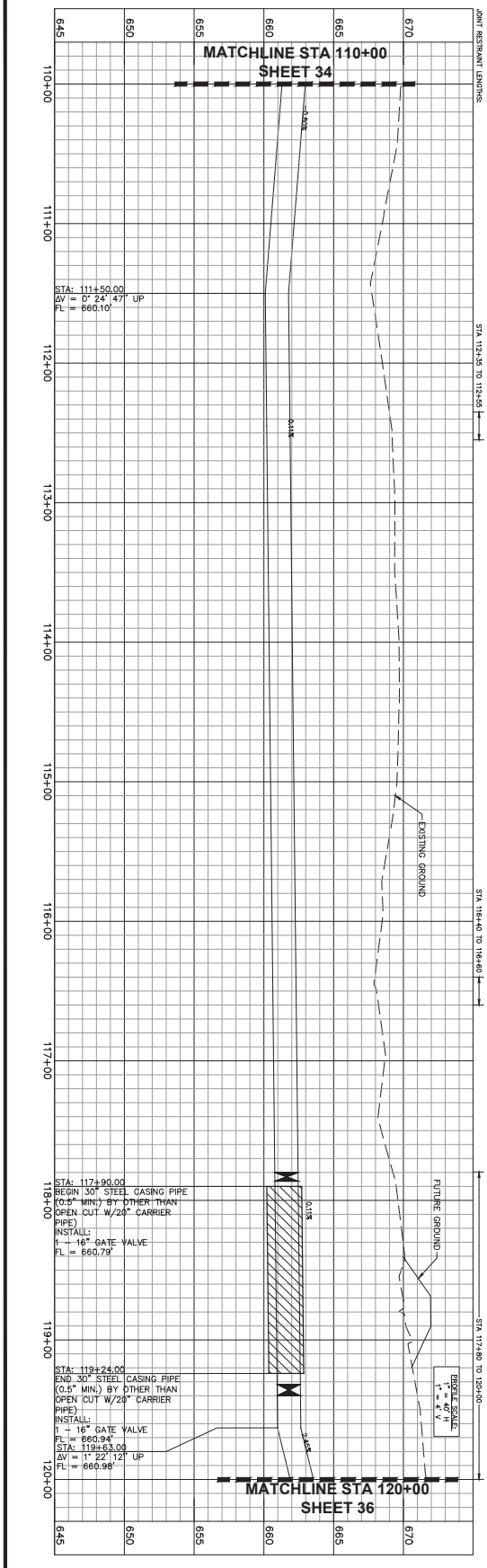
DATE: APRIL 2023
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024043

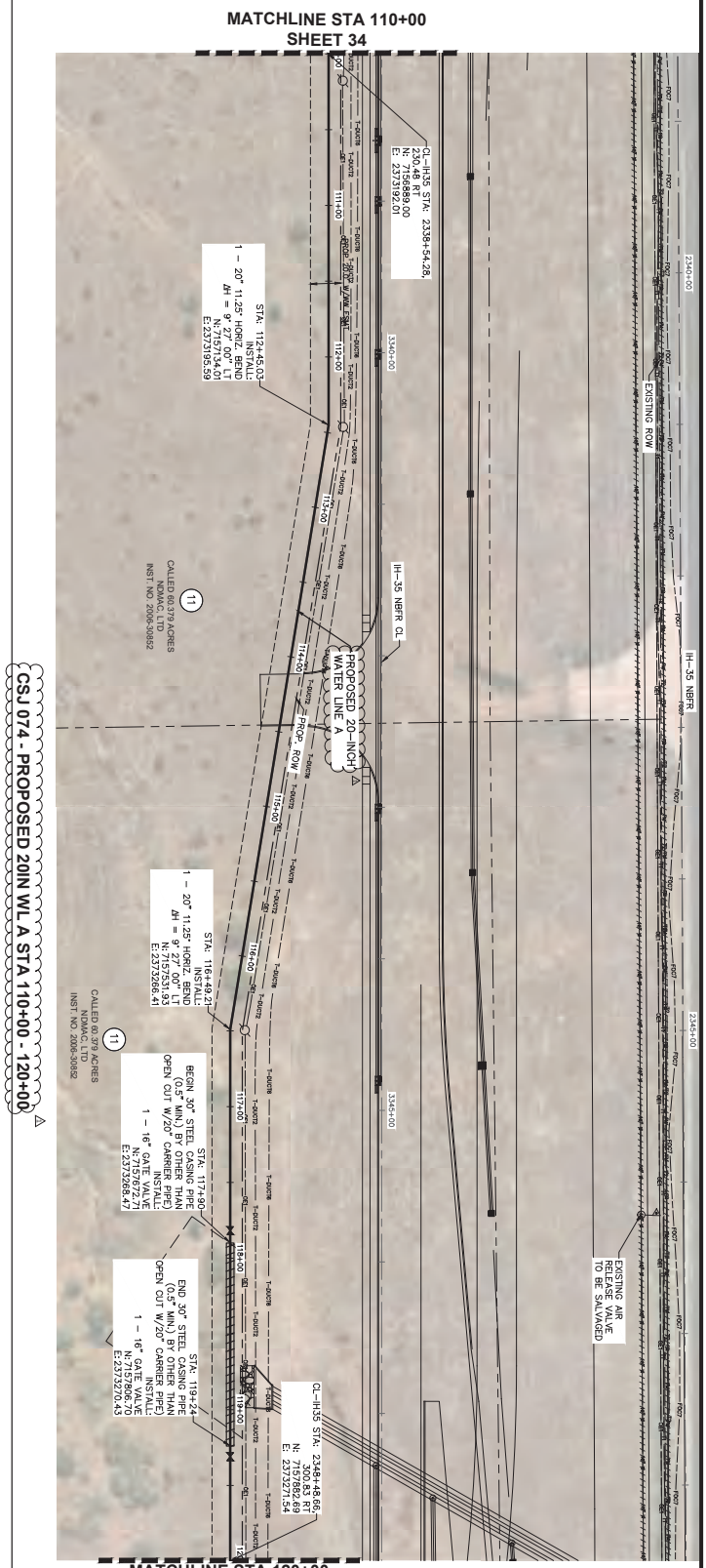
SHEET
34

\\Kimley-horn\Ve...the_v\be...s\ttfiles\V061024043-denton---35--utility--relocations\CADD SHEETS\CSJ 074 -- 16th Mi..dwg 5/10/2023 11:10 AM

\\kimley-horn\tx_ftw\ftw_utilities\061024043-denton-i-35-utility-relocations\CADD\SHEETS\CSJ 074 - 16in WL.dwg 5/10/2023 11:11 AM

DocuSign Envelope ID: 27ATE3F4-A5CD-428B-A83B-9D3F5929D146





NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE OUTAGE DURATION WITH CPL FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET 35

CSJ 074 - PROPOSED 20IN WL A STA 110+00 - 120+00

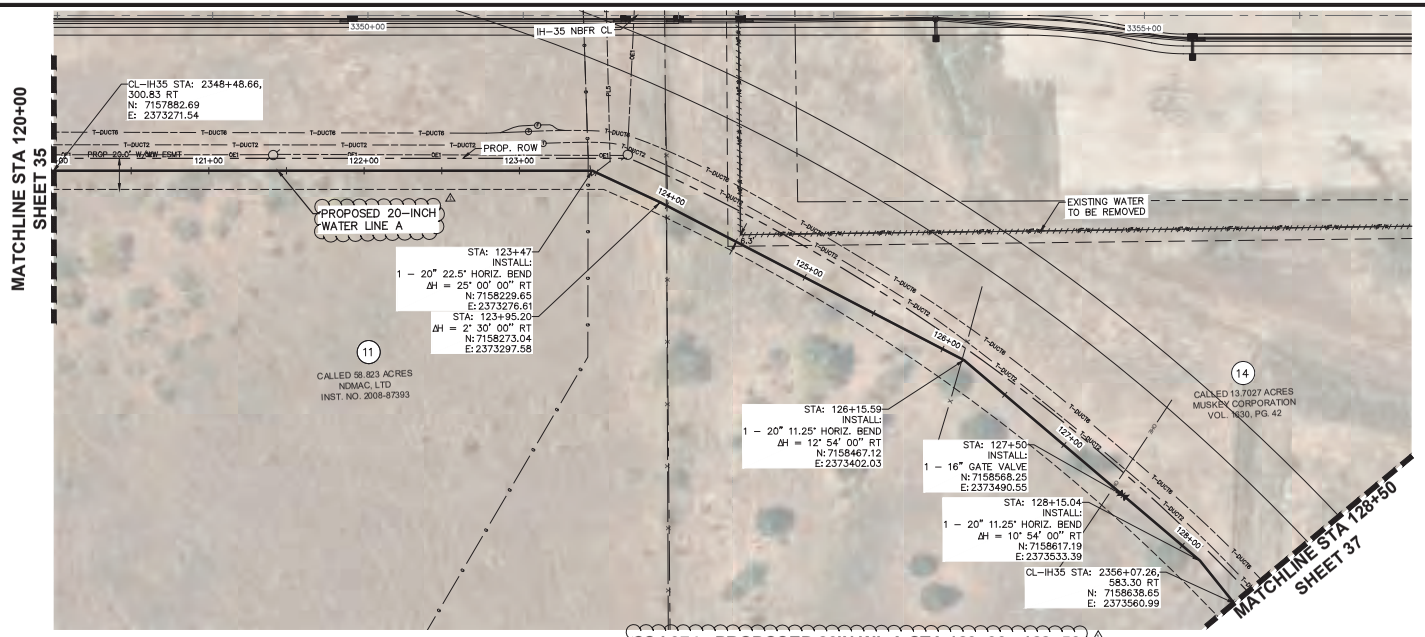
CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

05/10/2023
STATE OF TEXAS
CHRISTOPHER P. TOY
120045
LICENSED
PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928
P: 817-335-6511
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PIPE SIZE CHANGE TO REFLECT BID MATERIAL	CPI	5/10/2023

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

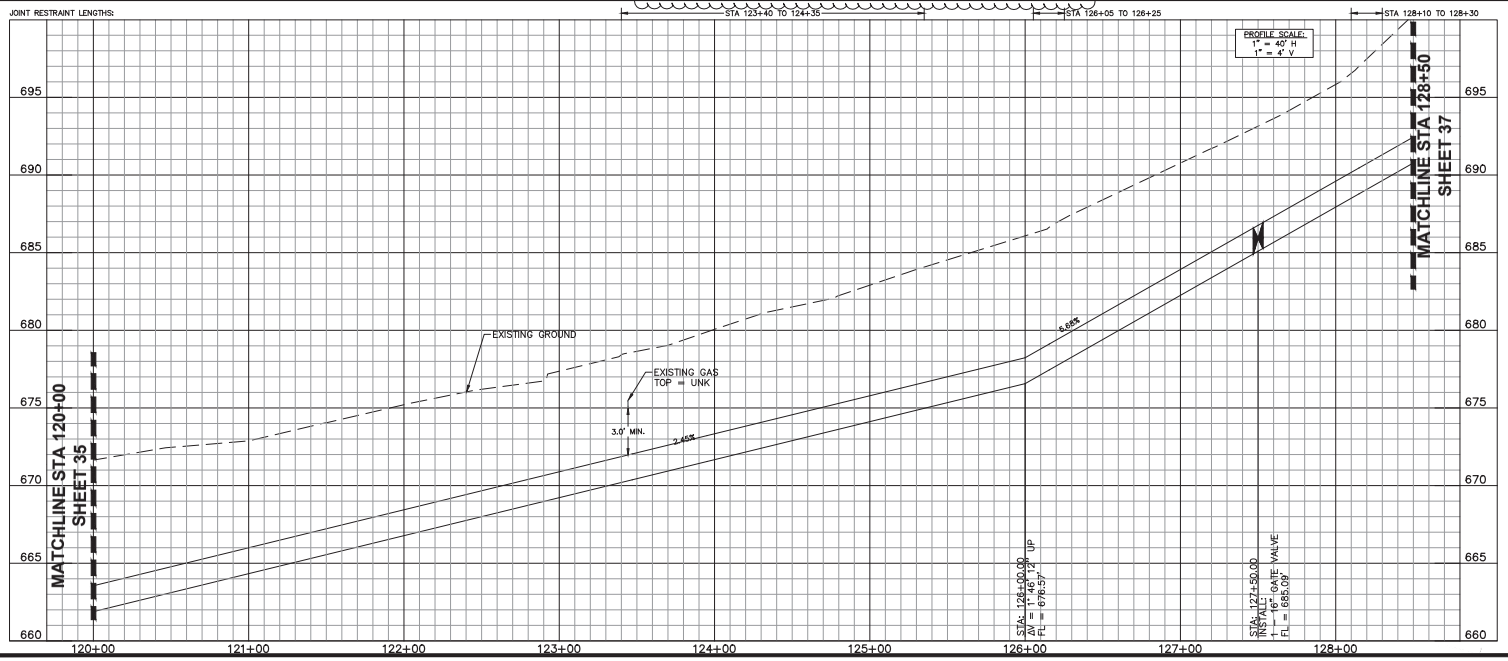


NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. COORDINATE WITH ONEOK NGL PIPELEINE LLC 48 HOURS PRIOR (918-588-7632).



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817-335-6511

No.	Revision	By	Date
1	PER CASE CHANGE TO PROJECT BID MATERIAL	CPI	5/30/2023

05/10/2023
CHRISTOPHER P. IRWIN
103671
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

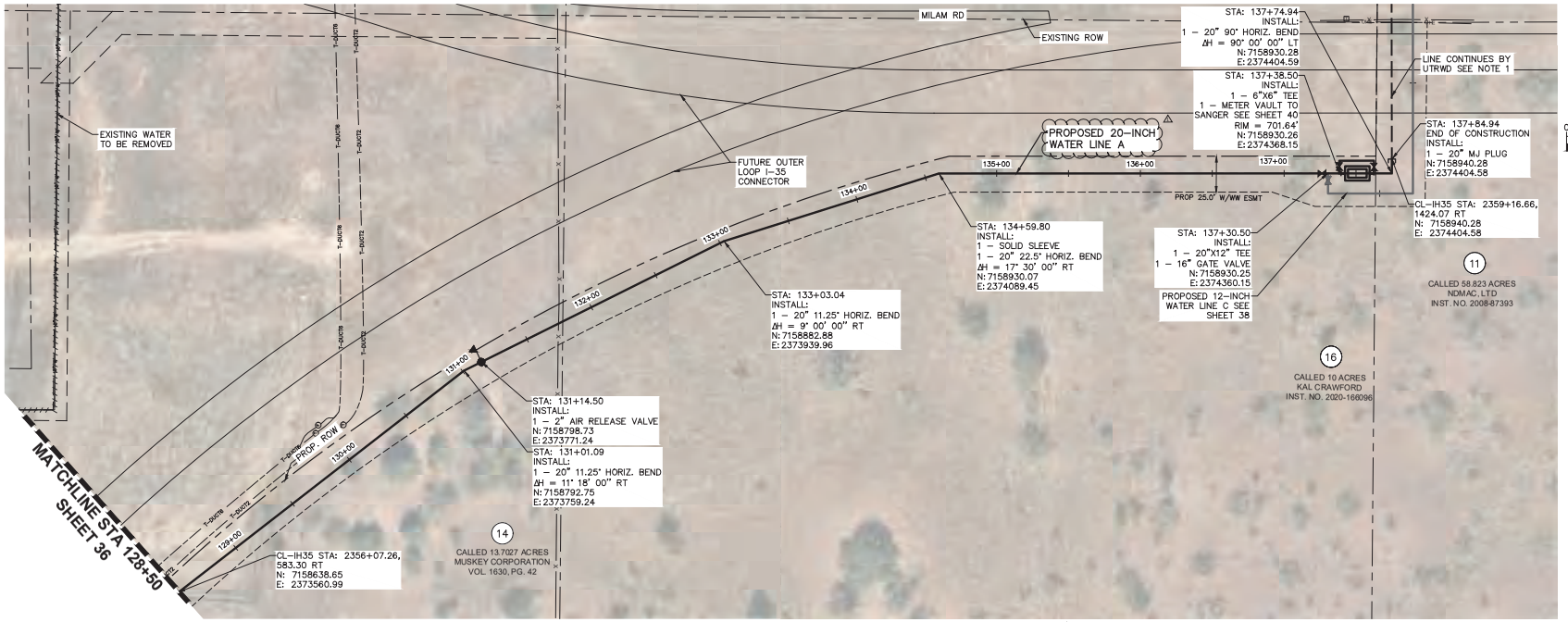
CSJ 074 - PROPOSED 20IN WL A
STA 120+00 - 128+50

DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
36

\Kimley-horn\Ve...the\Ve...ut\files\061024043-denton-i-35-utility-relocations\CADD\SHEETS\CSJ 074 - 16in WL.dwg 5/10/2023 11:12 AM

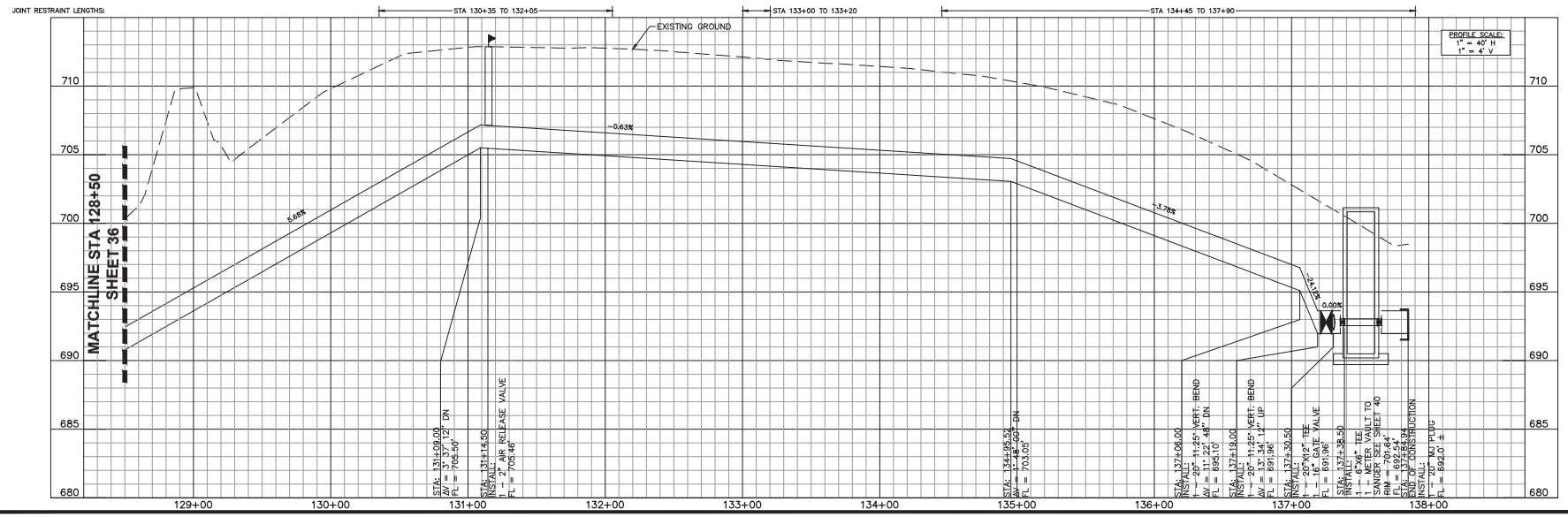
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



SHEET NOTES:

1. IF LINE IS ALREADY INSTALLED, CONTRACTOR SHALL REMOVE PLUG AND CONNECT TO EXISTING UTRWD LINE.
2. CONTRACTOR TO VERIFY SIZE AND PIPE MATERIAL PRIOR TO SHOP DRAWINGS.
3. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
4. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

CSJ 074 - PROPOSED 20IN WL A STA 128+50 - END



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817.335.6511

No.	Revision	By	Date
1	PER CITY COMMENTS	CPI	5/30/2023

PRELIMINARY NOT FOR CONSTRUCTION OR BIDDING PURPOSES
05/10/2023
CHRISTOPHER P. IRWIN 120324 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

CSJ 074 - PROPOSED 20IN WL A STA 128+50 - END

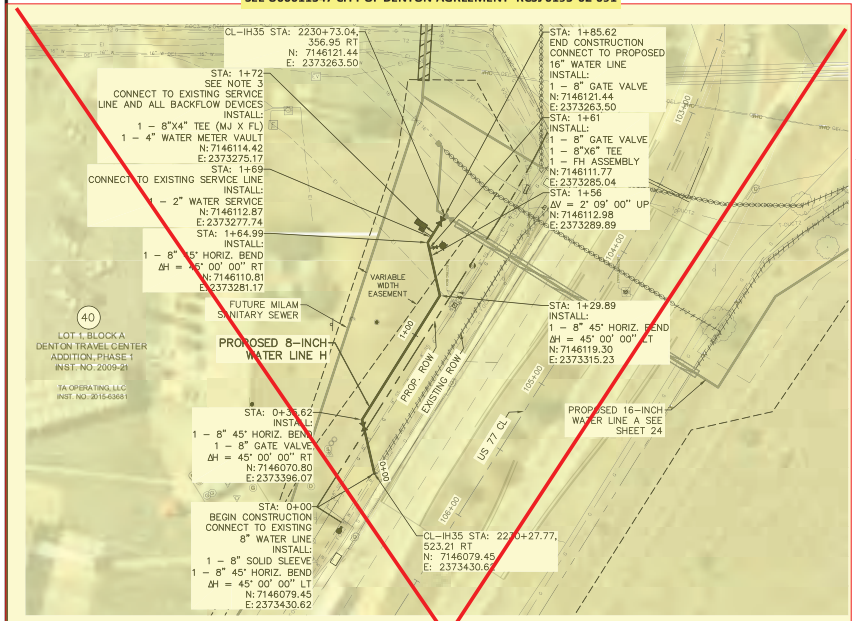
DATE:	APRIL 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
37

\\kimley-horn\fw_file\fw_utilities\061024043-denton---i35---utility---relocations\CADD SHEETS\CSJ 074 --- 16th Mi.dwg 5/10/2023 11:12 AM

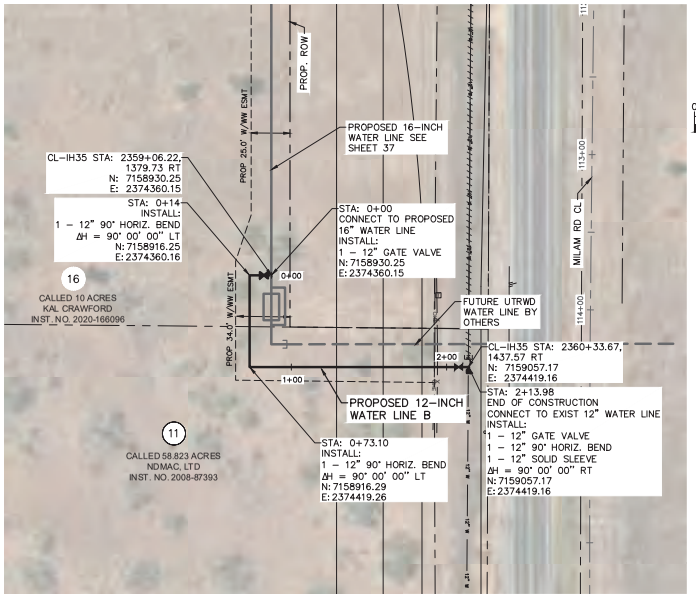
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'



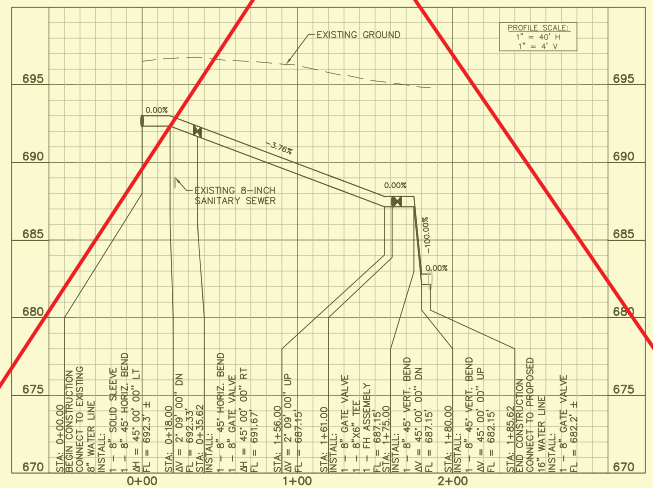
NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

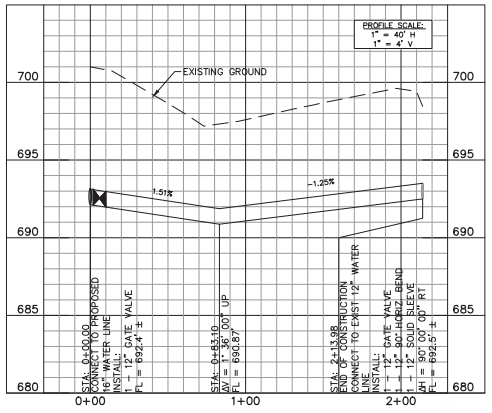
SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. CONTRACTOR WILL NEED TO COORDINATE WITH PROPERTY OWNER TO DETERMINE LOCATION OF PRIVATE SERVICE LINES.

CSJ 087 - PROPOSED 8IN WL H



CSJ 074 - PROPOSED 12 IN WL B



Kimley»Horn
TBPE Firm No. 928 2600 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023

CITY OF DENTON

IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

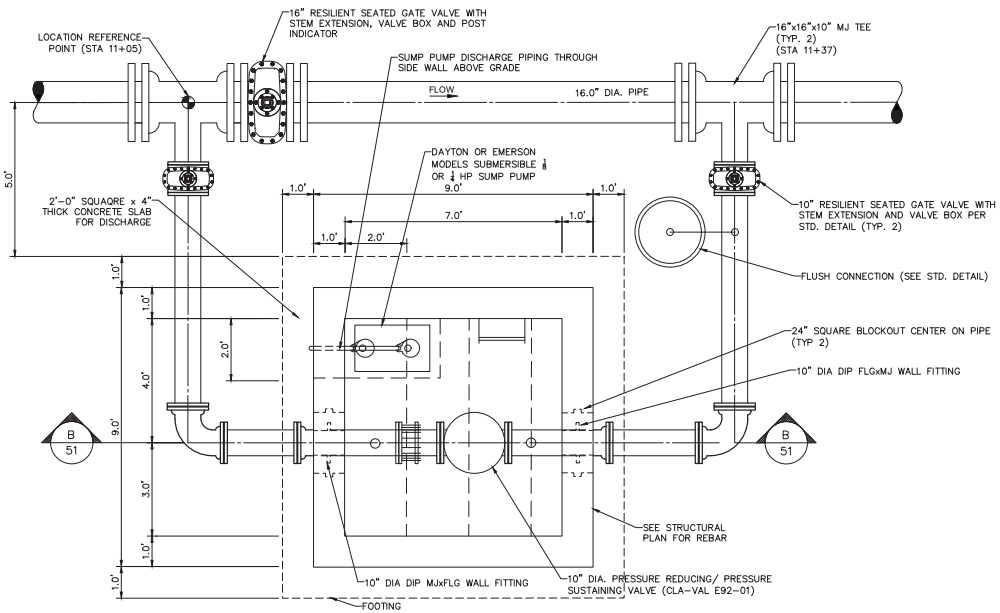
CSJ 087 - PROPOSED 8IN WL H & CSJ 074 - PROPOSED 12IN WL B

DATE: MARCH 2023
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024043

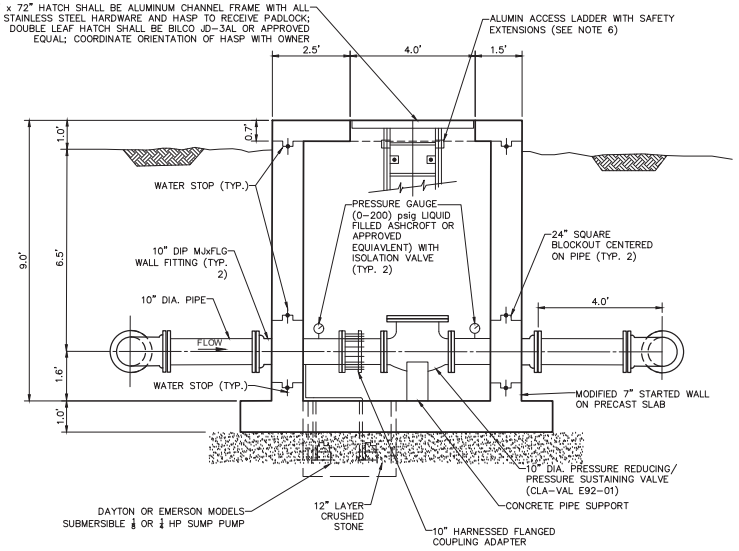
SHEET
38

K:\FTW_Utilities\061024043-Denton-IH-35-Utility-Relocations\CADD\SHEETS\CSJ 074 – 16in WL.dwg 3/8/2023 11:56 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



PROPOSED 10" PRESSURE REDUCING VALVE VAULT
A PLAN DETAIL
SCALE: 6" = 1'-0"

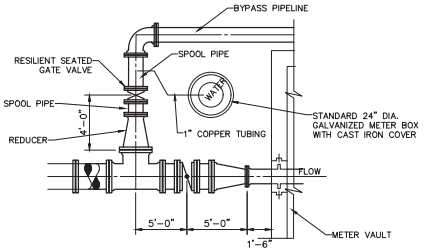


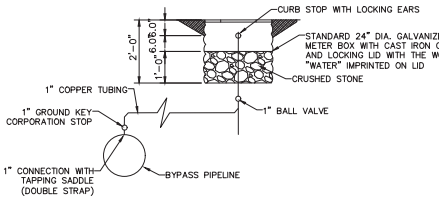
PROPOSED 10" PRESSURE REDUCING VALVE VAULT
B SECTION DETAIL
SCALE: 6" = 1'-0"

NOTES:

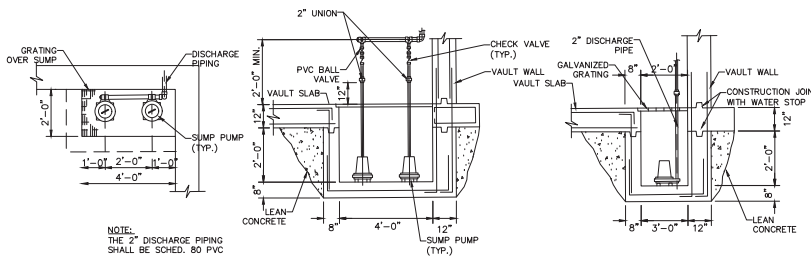
1. ALL BURIED FITTINGS SHOWN ON THIS SHEET SHALL BE RESTRAINED FLEXIBLE JOINT FITTINGS. ALL PIPE SHOWN SHALL BE DUCTILE IRON.
2. CONTRACTOR SHALL ROUTE ACCESS HATCH DRAIN PIPE TO DISCHARGE OUTSIDE VAULT. REFER TO ACCESS HATCH MANUFACTURER FOR RECOMMENDATION OF HATCH DRAIN ROUTING.
3. CONTRACTOR SHALL ROUTE THE SUMP PUMP DISCHARGE PIPING INSIDE THE VAULT. THE DISCHARGE PIPING SHALL BE SUPPORTED ALONG THE WALLS AND DISCHARGE THROUGH THE ACCESS RISER WALL. COORDINATE FINAL DISCHARGE PIPING LOCATION WITH THE OWNER'S REPRESENTATIVE PROVIDE 2'-0" SQUARE X 4 THICK CONCRETE SLAB FOR DISCHARGE.
4. CONTRACTOR SHALL FURNISH AND INSTALL FLEXIBLE DRAIN HOSE FROM THE PRESSURE REDUCING/SUSTAINING VALVE TO THE DRAIN SUMP. THE FLEXIBLE DRAIN HOSE SHALL BE CLAMPED TO THE 10" PIPNG AND ROUTED TO THE SUMP. THE DRAIN HOSE SHALL BE INSTALLED SUCH THAT AN AIR GAP EXISTS BETWEEN THE DRAIN HOSE AND THE HIGH WATER LEVEL IN THE SUMP.
5. A 24" SQUARE BLOCKOUT SHALL BE PROVIDED FOR 10" PIPELINE WALL PENETRATIONS.
6. ALUMINUM VERTICAL LADDER SHOWN INSIDE METER VAULT SHALL BE MANUFACTURED BY WASHINGTON ALUMINUM CO., BALTIMORE, MARYLAND OR APPROVED EQUAL. LADDERS SHALL HAVE 2 1/2" x 3/8" STRINGERS WITH 15/16" SQUARE NON-SLIP RUNGS SPACED AT 12" ON CENTER. LADDER SHALL BE ALUMINUM ALLOY 6061-T6. ALL NECESSARY ANCHOR BOLTS WILL BE STAINLESS STEEL AND FURNISHED WITH LADDER.

   ALUMINUM SAFETY EXTENSIONS WILL ALSO BE MANUFACTURED BY WASHINGTON ALUMINUM CO. OR APPROVED EQUAL. THE EXTENSION POLES SHALL BE ALUMINUM ALLOW 6061-T6 AND CASTINGS SHALL BE ALUMINUM ALLOW 356-T6. ALL NECESSARY HARDWARE WILL BE STAINLESS STEEL AND FURNISHED WITH THE SAFETY EXTENSIONS FOR MOUNTING TO LADDER. ALL LADDER AND SAFETY EXTENSION MATERIAL WILL HAVE A STANDARD MILL FINISH. THE PORTION OF THE LADDER IN CONTACT WITH CONCRETE SHALL HAVE A HEAVY SHOP COAT OF BITUMINOUS PAINT.
7. SEE ELECTRICAL DRAWINGS FOR ELECTRICAL DETAILS.
8. SEE STRUCTURAL DRAWINGS FOR STRUCTURAL DETAILS.
9. PRESSURE GAUGE (0-200 PSIG LIQUID FILLED ASHCROFT OR APPROVED EQUIVALENT) WITH ISOLATION VALVE.





TYPICAL FLUSH CONNECTION ON METER VAULT BYPASS PIPELINE
C
SCALE: NTS



TYPICAL DUPLEX SUMP PUMP DETAIL
D
SCALE: NTS

No.	Revision	By	Date

Kimley»Horn
TBPE Firm Reg. No. F-928 | TBPLS Firm Reg. No. 10194216
801 Cherry St., Suite 3300 Ft. Worth, TX 76102

03/08/2023
STATE OF TEXAM
CHRISTOPHER P. IRWIN
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

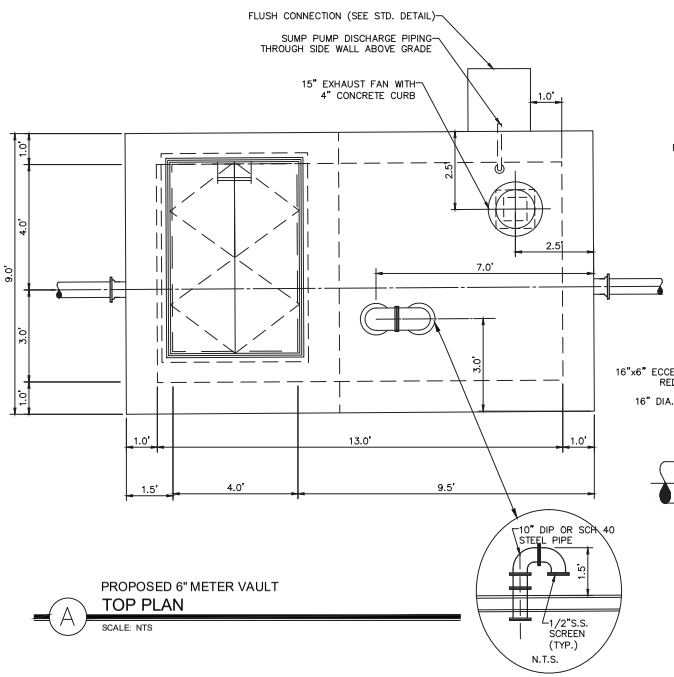
CSJ 074 - PROPOSED
PRESSURE REDUCING
VALVE VAULT

DATE:	MARCH 2023	
DESIGN:	CPI	
DRAWN:	NDCH	
CHECKED:	JRA	
KHA NO.:	061024043	

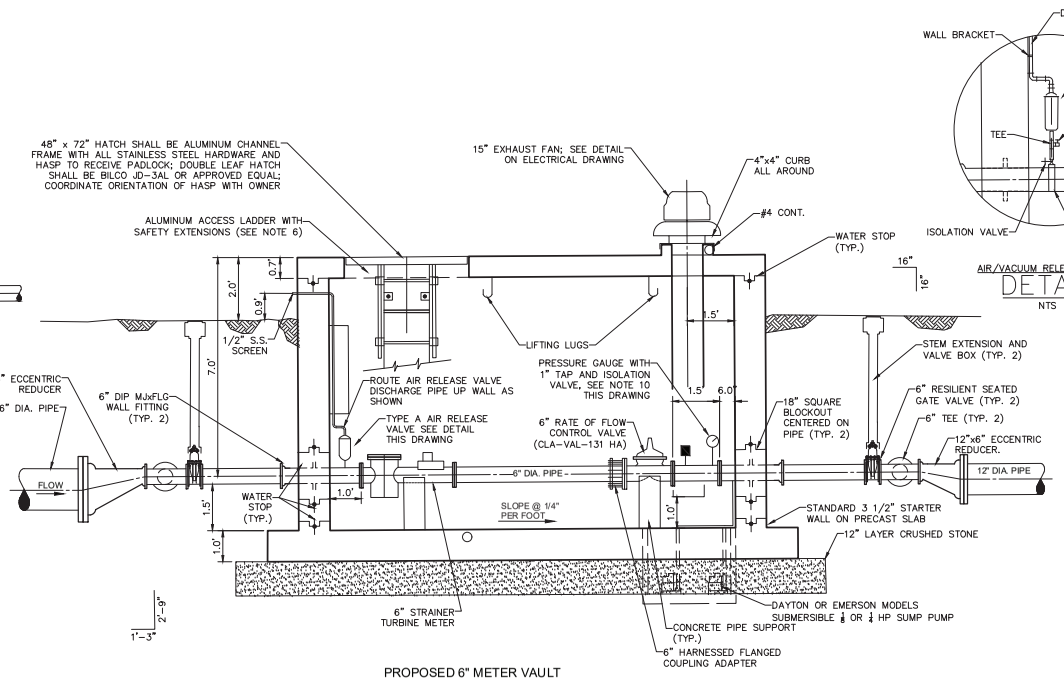
SHEET
39

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\PRV-VAULT.dwg 3/8/2023 11:57 AM

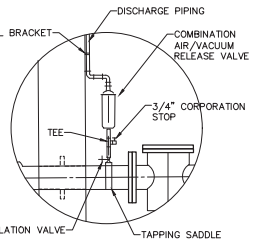
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



PROPOSED 6" METER VAULT
A TOP PLAN
SCALE: NTS



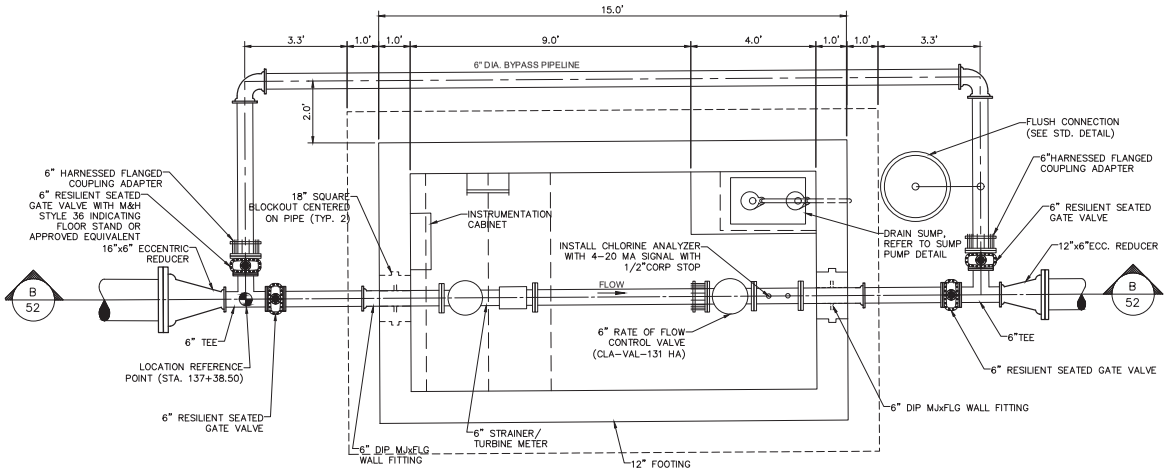
PROPOSED 6" METER VAULT
B SECTION
SCALE: NTS



NOTES:

1. ALL BURIED FITTINGS SHOWN ON THIS SHEET SHALL BE RESTRAINED FLEXIBLE JOINT FITTINGS. ALL PIPE SHOWN SHALL BE DUCTILE IRON.
2. CONTRACTOR SHALL ROUTE ACCESS HATCH DRAIN PIPE TO DISCHARGE OUTSIDE VAULT. REFER TO ACCESS HATCH MANUFACTURER FOR RECOMMENDATION OF HATCH DRAIN ROUTING.
3. CONTRACTOR SHALL ROUTE THE SUMP PUMP DISCHARGE PIPING INSIDE THE VAULT. THE DISCHARGE PIPING SHALL BE SUPPORTED ALONG THE WALLS AND DISCHARGE THROUGH THE ACCESS RISER WALL. COORDINATE FINAL DISCHARGE PIPING LOCATION WITH THE OWNER'S REPRESENTATIVE PROVIDE 2'-0" SQUARE X 4 THICK CONCRETE SLAB FOR DISCHARGE.
4. CONTRACTOR SHALL FURNISH AND INSTALL FLEXIBLE DRAIN HOSE FROM THE PRESSURE REDUCING/SUSTAINING VALVE TO THE DRAIN SUMP. THE FLEXIBLE DRAIN HOSE SHALL BE CLAMPED TO THE 10" PIPNG AND ROUTED TO THE SUMP. THE DRAIN HOSE SHALL BE INSTALLED SUCH THAT AN AIR GAP EXISTS BETWEEN THE DRAIN HOSE AND THE HIGH WATER LEVEL IN THE SUMP.
5. AN 18" SQUARE BLOCKOUT SHALL BE PROVIDED FOR 6" PIPELINE WALL PENETRATIONS.
6. ALUMINUM VERTICAL LADDER SHOWN INSIDE METER VAULT SHALL BE MANUFACTURED BY WASHINGTON ALUMINUM CO., BALTIMORE, MARYLAND OR APPROVED EQUAL. LADDERS SHALL HAVE 2 1/2" x 3/8" STRINGERS WITH 15/16" SQUARE NON-SLIP RUNGS SPACED AT 12" ON CENTER. LADDER SHALL BE ALUMINUM ALLOY 6061-T6. ALL NECESSARY ANCHOR BOLTS WILL BE STAINLESS STEEL AND FURNISHED WITH LADDER.

   ALUMINUM SAFETY EXTENSIONS WILL ALSO BE MANUFACTURED BY WASHINGTON ALUMINUM CO. OR APPROVED EQUAL. THE EXTENSION POLES SHALL BE ALUMINUM ALLOW 6061-T6 AND CASTINGS SHALL BE ALUMINUM ALLOW 356-T6. ALL NECESSARY HARDWARE WILL BE STAINLESS STEEL AND FURNISHED WITH THE SAFETY EXTENSIONS FOR MOUNTING TO LADDER. ALL LADDER AND SAFETY EXTENSION MATERIAL WILL HAVE A STANDARD MILL FINISH. THE PORTION OF THE LADDER IN CONTACT WITH CONCRETE SHALL HAVE A HEAVY SHOP COAT OF BITUMINOUS PAINT.
7. LIFTING LUGS SHALL BE INSTALLED AS CLOSE TO CENTER AS POSSIBLE OVER THE METER AND CONTROL VALVE. LIFTING LUGS SHALL BE RATED FOR 1000 LBS. EACH.
8. SEE ELECTRICAL DRAWINGS FOR ELECTRICAL DETAILS.
9. SEE STRUCTURAL DRAWINGS FOR STRUCTURAL DETAILS.
10. PRESSURE GAUGE (0-200 psig LIQUID FILLED ASHCROFT OR APPROVED EQUIVALENT) WITH ISOLATION VALVE. INCLUDE A BRANCH TEE FOR 4-20 MA PRESSURE TRANSMITTER. SEE ELECTRICAL SHEETS.



PROPOSED 6" METER VAULT
C SECTIONAL PLAN
SCALE: NTS

No.	Revision	By	Date

Kimley»Horn
TBPE Firm Reg. No. 928 · 801 Cherry St., Suite 1300 Ft. Worth, TX 76102

03/08/2023
GREGORY C. PHILLIPS
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

CSJ 074 - PROPOSED METER VAULT

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
40

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\METER-VAULT.dwg 3/8/2023 11:57 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

19	19+50	G	16	FOREIGN PIPELINE BONDING TEST STATION	16" WATER LINE AND PARALLEL ATMOS NATURAL GAS LINE	3/CP2, 3/CP3, 4/CP3, 1/CP6, 5/CP6
20	20+80	G	16	FOREIGN PIPELINE TEST STATION	16" WATER LINE AND 4" GAS LINE	3/CP4, 1/CP5, 2/CP5, 3/CP5, 1/CP6, 5/CP6
21	20+84	G	16	INSULATING CORPORATION STOP	16" WATER LINE AND EXISTING 4" SERVICE LINE (ISOLATION FROM 2" METER)	5/CP5
22	20+92	G	16	INSULATING CORPORATION STOP	16" WATER LINE AND EXISTING SERVICE LINE (ISOLATION FROM 1" METER)	5/CP5
23	23+40	G	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 6" GATE VALVE TO FH	4/CP5, 2/CP6
24	23+60	G	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
25	23+74	G	16	INSULATING JOINT TEST STATION	16" WATER LINE AND EXISTING 16" WATER LINE (FLANGE INSTALLATION REQUIRED)	3/CP4, 4/CP4, 5/CP4, 1/CP6, 3/CP6, 5/CP6

8	2+53	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
9	2+55	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
10	2+90	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 2" AIR RELEASE VALVE	4/CP5, 2/CP6
11	10+21	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 6" GATE VALVE TO FH	4/CP5, 2/CP6
12	11+05	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 10" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
13	11+06	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
14	11+22	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 10" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
15	16+89	A	16	FOREIGN PIPELINE TEST STATION	16" WATER LINE AND 30" GAS LINE	3/CP4, 1/CP5, 2/CP5, 3/CP5, 1/CP6, 5/CP6
16	17+13	A	16	FOREIGN PIPELINE TEST STATION	16" WATER LINE AND 10" GAS LINE	3/CP4, 1/CP5, 2/CP5, 3/CP5, 1/CP6, 5/CP6
17	24+20	A	16	INSULATING JOINT TEST STATION	16" WATER LINE AND 12" WATERLINE (INSTALL DIELECTRIC INSULATING FLANGE KIT ON THE 16" PROJECT PIPE SIDE OF THE GATE VALVE)	3/CP4, 4/CP4, 5/CP4, 1/CP6, 3/CP6, 5/CP6
18	24+21	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
19	24+62	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 2" AIR RELEASE VALVE	4/CP5, 2/CP6
20	30+41	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
21	30+75	A	16	CASING TEST STATION	CASING SOUTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
22	31+46	A	16	CASING TEST STATION	CASING NORTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
23	31+82	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
24	32+86	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 6" GATE VALVE TO FH	4/CP5, 2/CP6
25	34+50	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 2" AIR RELEASE VALVE	4/CP5, 2/CP6
26	34+70	A	16	INSULATING JOINT TEST STATION	16" WATER LINE AND 12" WATERLINE (INSTALL DIELECTRIC INSULATING FLANGE KIT ON THE 16" PROJECT PIPE SIDE OF THE GATE VALVE)	3/CP4, 4/CP4, 5/CP4, 1/CP6, 3/CP6, 5/CP6
27	41+35	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 2" AIR RELEASE VALVE	4/CP5, 2/CP6
28	43+75	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
29	44+13	A	16	CASING TEST STATION	CASING SOUTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
30	45+29	A	16	CASING TEST STATION	CASING NORTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
31	45+50	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
32	47+25	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 2" AIR RELEASE VALVE	4/CP5, 2/CP6
33	55+20	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
34	63+36	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 6" GATE VALVE TO FH	4/CP5, 2/CP6
35	66+90	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
36	66+00	A	16	CASING TEST STATION	CASING SOUTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
37	67+75	A	16	CASING TEST STATION	CASING NORTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
38	69+24	A	16	CASING TEST STATION	CASING SOUTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
39	70+33	A	16	CASING TEST STATION	CASING NORTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
40	72+95	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
41	73+00	A	16	INSULATING JOINT TEST STATION	16" WATER LINE AND 12" WATERLINE (INSTALL DIELECTRIC INSULATING FLANGE KIT ON THE 16" PROJECT PIPE SIDE OF THE GATE VALVE)	3/CP4, 4/CP4, 5/CP4, 1/CP6, 3/CP6, 5/CP6
42	73+44	A	16	CASING TEST STATION	CASING SOUTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
43	76+57	A	16	CASING TEST STATION	CASING NORTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
44	76+83	A	16	INSULATING JOINT TEST STATION	16" WATER LINE AND 12" WATERLINE (INSTALL DIELECTRIC INSULATING FLANGE KIT ON THE 16" PROJECT PIPE SIDE OF THE GATE VALVE)	3/CP4, 4/CP4, 5/CP4, 1/CP6, 3/CP6, 5/CP6
45	76+89	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
46	85+10	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 2" AIR RELEASE VALVE	4/CP5, 2/CP6
47	95+50	A	16	INSULATING JOINT TEST STATION	16" WATER LINE AND 10 LF OF 12" WATERLINE (INSTALL DIELECTRIC INSULATING FLANGE KIT ON THE 16" PROJECT PIPE SIDE OF THE GATE VALVE)	3/CP4, 4/CP4, 5/CP4, 1/CP6, 3/CP6, 5/CP6
48	95+51	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
49	101+70	A	16	FOREIGN PIPELINE TEST STATION	16" WATER LINE AND 36" GAS LINE	3/CP4, 1/CP5, 2/CP5, 3/CP5, 1/CP6, 5/CP6
50	102+11	A	16	FOREIGN PIPELINE TEST STATION	16" WATER LINE AND 36" GAS LINE	3/CP4, 1/CP5, 2/CP5, 3/CP5, 1/CP6, 5/CP6
51	103+10	A	16	FOREIGN PIPELINE TEST STATION	16" WATER LINE AND 24" GAS LINE	3/CP4, 1/CP5, 2/CP5, 3/CP5, 1/CP6, 5/CP6
52	105+45	A	16	CASING TEST STATION	CASING SOUTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
53	105+86	A	16	CASING TEST STATION	CASING NORTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
54	105+99	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
55	106+00	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 6" GATE VALVE TO FH	4/CP5, 2/CP6
56	117+85	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
57	117+90	A	16	CASING TEST STATION	CASING SOUTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
58	119+24	A	16	CASING TEST STATION	CASING NORTH END	3/CP2, 1/CP3, 2/CP3, 1/CP6, 5/CP6
59	119+25	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
60	123+45	A	16	FOREIGN PIPELINE TEST STATION	16" WATER AND EXISTING GAS LINE	3/CP4, 1/CP5, 2/CP5, 3/CP5, 1/CP6, 5/CP6
61	127+50	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
62	131+15	A	16	INSULATING JOINT (NO TEST STATION)	16" WATER LINE AND 2" AIR RELEASE VALVE	4/CP5, 2/CP6
63	137+29	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
64	137+31	A	16	INSULATING JOINT TEST STATION	16" WATER LINE AND PROPOSED 12" WATER LINE C (INSTALL DIELECTRIC INSULATING FLANGE KIT ON THE 16" PROJECT PIPE SIDE OF THE GATE VALVE)	3/CP4, 4/CP4, 5/CP4, 1/CP6, 3/CP6, 5/CP6
65	137+39	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
66	137+40	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 6" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
67	137+60	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 6" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6
68	137+61	A	16	VALVE INSULATING/BONDING JOINT TEST STATION	16" WATER LINE AND 16" GATE VALVE	1/CP4, 2/CP4, 3/CP4, 1/CP6, 2/CP6, 5/CP6

16"	POLYETHYLENE COATED DUCTILE IRON	A	19+00	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			33+50	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			46+80	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			61+00	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			72+50	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			87+00	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			101+00	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			115+00	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6
			129+00	6	60 LB. MAGNESIUM	10	1/CP2, 2/CP2, 3/CP2, 1/CP6, 3/CP6, 5/CP6

Kimley»Horn
TBPE F-928 TBPELS 10194
DANIEL C. SWANSON 119384 LICENSED PROFESSIONAL ENGINEER 02/21/2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS (FROM I-35E/W SPLIT TO MILAM)

CATHODIC PROTECTION TEST STATION SCHEDULE

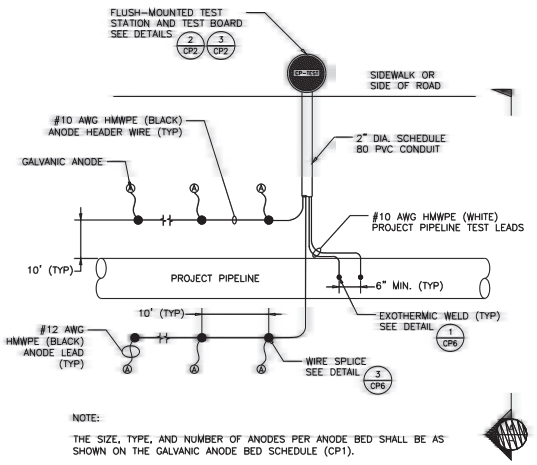
DATE:	FEBRUARY 2023
DESIGN:	V&A
DRAWN:	ET
CHECKED:	CS
KHA NO.:	061024043

SHEET
41

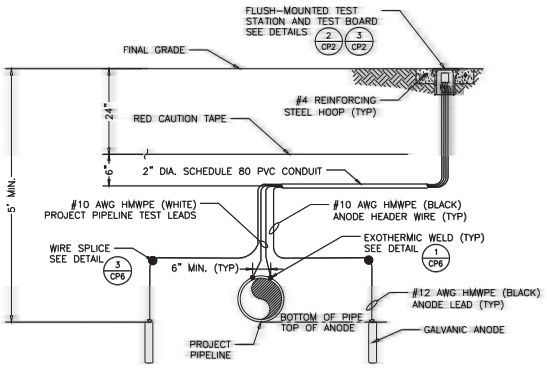
V&A
15720 Park Row, Suite 500
Houston, TX 77084
Tel. (713) 568-9067, Fax (713) 568-9068
Firm No. F-9154
Project No. 20-0298

E:\Projects\2020\0200 thru 0298\20-0298 Kimley City of Denton - I-35 Util\Drawings\CP Details\20-0298 City of Denton I-35 Utility Relocation CP Details.dwg 2/21/2023 4:17 PM

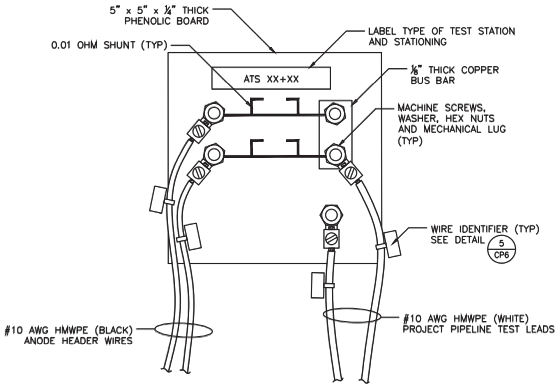
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



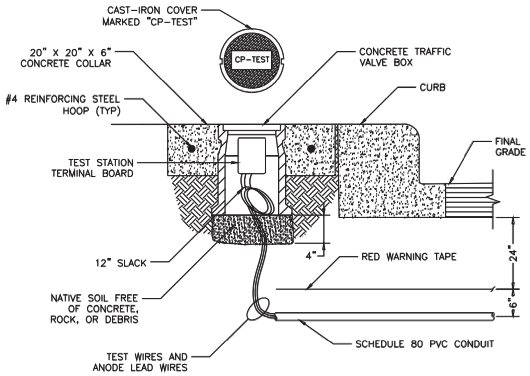
ANODE TEST STATION (ATS)
PLAN VIEW
NTS
1 CP2



ANODE TEST STATION (ATS)
SECTION VIEW
NTS
A –



ANODE TEST STATION (ATS)
TERMINAL BOARD DETAIL
NTS
2 CP2



FLUSH-MOUNTED TEST STATION
DETAIL
NTS
3 CP2

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

CHRISTOPHER L. SHELDON 112184 LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM I-35E/W SPLIT TO MILAM)

CATHODIC PROTECTION DETAILS

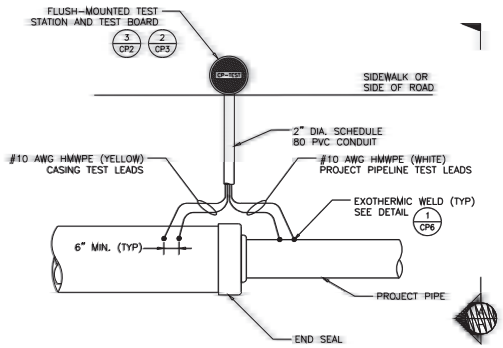
DATE:	FEBRUARY 2023
DESIGN:	V&A
DRAWN:	ET
CHECKED:	CS
KHA NO.:	061024043

SHEET
42

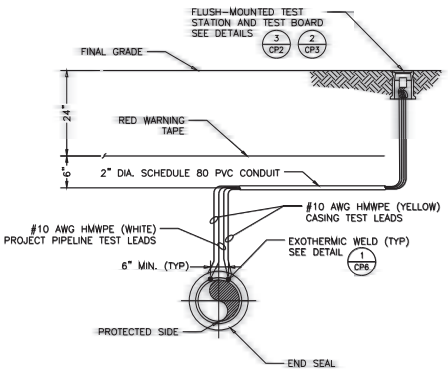
V&A
15720 Park Row, Suite 500
Houston, TX 77084
Tel: (713) 568-9067, Fax (713) 568-9068
Firm No. F-9154
Project No. 20-0298

E:\Projects\2020\0200 thru 0299\20-0298 Kimley City of Denton I-35 Util\Drawings\CP Details\20-0298 City of Denton I-35 Utility Relocation CP Details.dwg 2/21/2023 4:18 PM

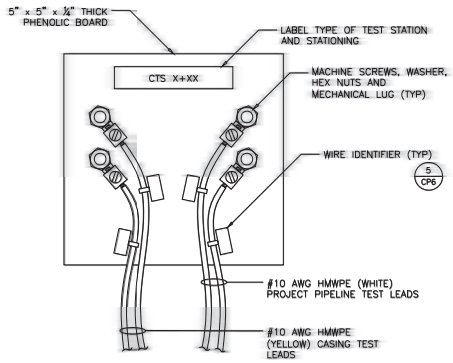
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



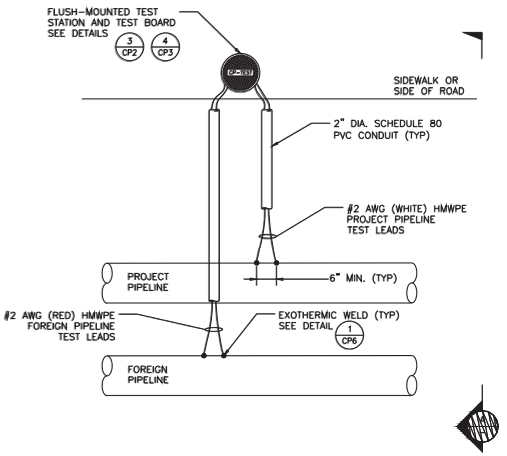
CASING TEST STATION (CTS)
NTS
1 CP3



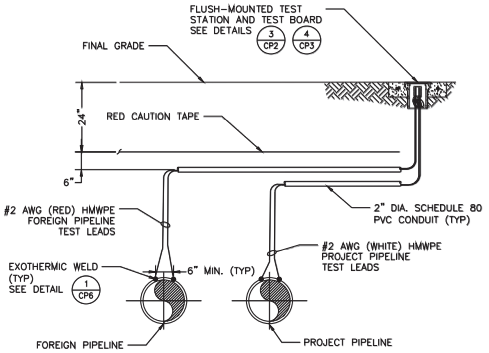
CASING TEST STATION (CTS) SECTION
NTS
A –



CASING TEST STATION (CTS) TERMINAL BOARD DETAIL
NTS
2 CP3



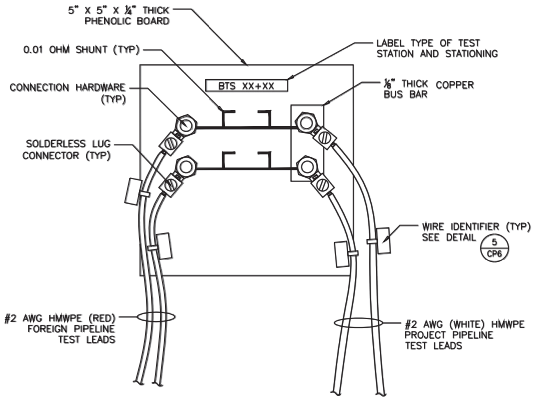
FOREIGN PIPELINE BONDING TEST STATION (FPBTS)
NTS
3 CP3



NOTE:

CONNECTIONS TO FOREIGN PIPELINES SHALL BE MADE BY THE OWNER'S REPRESENTATIVE.

FOREIGN PIPELINE BONDING TEST STATION (FPBTS) SECTION
NTS
A –



NOTE:

DO NOT BOND AT TEST STATION UNLESS FOREIGN PIPELINE CP SYSTEM SIGNIFICANTLY AFFECTS THE PROJECT PIPELINE CP SYSTEM.

FOREIGN PIPELINE BONDING TEST STATION (FPBTS) TERMINAL BOARD DETAIL
NTS
4 CP3

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM I-35E/W SPLIT TO MILAM)

CATHODIC PROTECTION DETAILS

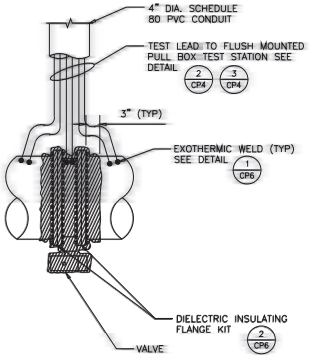
DATE:	FEBRUARY 2023
DESIGN:	V&A
DRAWN:	ET
CHECKED:	CS
KHA NO.:	061024043

SHEET
43

V&A
15720 Park Row, Suite 500
Houston, TX 77084
Tel. (713) 568-9067, Fax (713) 568-9068
Firm No. F-9154
Project No. 20-0298

E:\Projects\2020\0200 thru 0299\20-0298 Kimley-City of Denton I-35 Util\Drawings\CP Details\20-0298 City of Denton I-35 Utility Relocation CP Details.dwg, 2/21/2023 4:18 PM

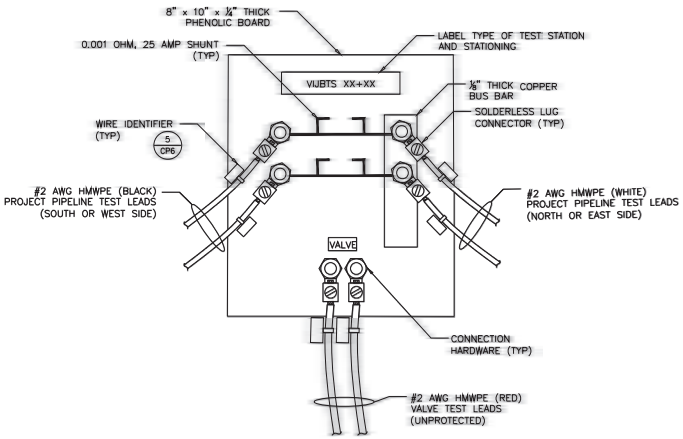
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



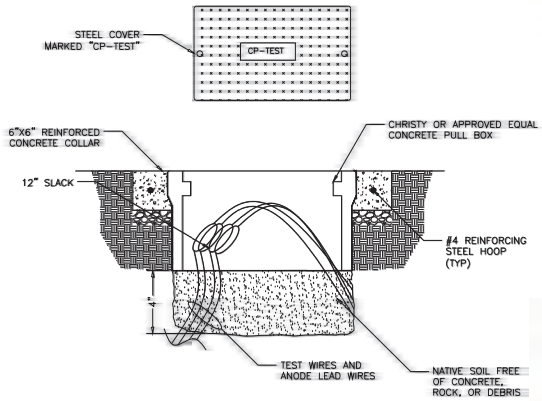
NOTES:

1. DO NOT APPLY PETROLATUM WAX TAPE IF VALVE IS IN MANHOLE.
2. DO NOT BOND ACROSS VALVE WITH BONDING WIRES. ELECTRICAL CONTINUITY TO BE PROVIDED AT TEST STATION ABOVE GRADE WHEN SPECIFIED.

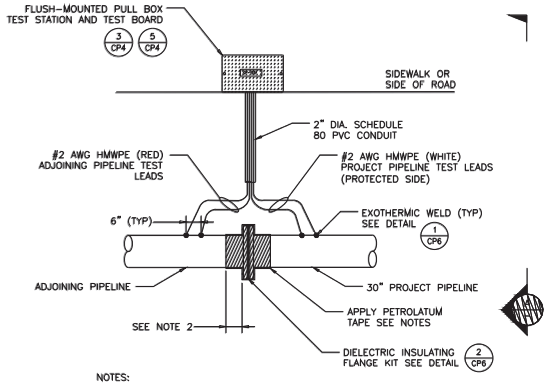
VALVE INSULATING JOINT/BONDING TEST STATION (VIJBTS)
NTS — 1 CP4



VALVE INSULATING JOINT/BONDING TEST STATION (VIJBTS) TERMINAL BOARD DETAIL
NTS — 2 CP4



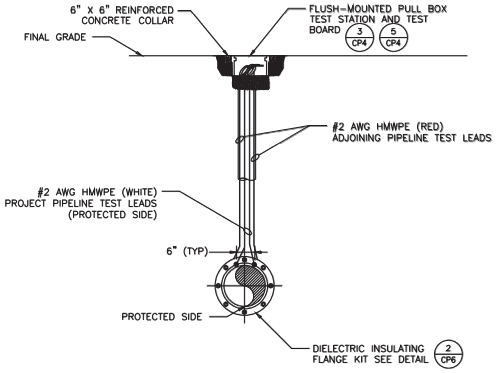
FLUSH-MOUNTED PULL BOX TEST STATION DETAIL
NTS — 3 CP4



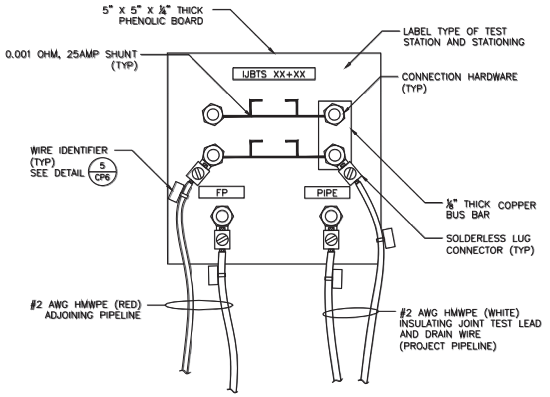
NOTES:

1. DO NOT APPLY PETROLATUM TAPE IF COUPLING IS LOCATED ABOVE GRADE OR IN A VAULT.
2. WRAP FITTING IN PETROLATUM WAX TAPE AND OVERLAP PIPE BY 12".

INSULATING JOINT TEST STATION (IJTS) PLAN VIEW
NTS — 4 CP4



INSULATING JOINT TEST STATION (IJTS) SECTION VIEW
NTS — A –



NOTES:

1. PROVIDE ELECTRICAL CONTINUITY THROUGH THE SHUNTS ONLY IF BONDING BETWEEN PROJECT PIPELINE AND ADJOINING PIPELINE IS WANTED.

INSULATING JOINT TEST STATION (IJTS) TERMINAL BOARD DETAIL
NTS — 5 CP4

V&A
16720 Park Row, Suite 500
Houston, TX 77084
Tel. (713) 568-9067, Fax (713) 568-9068
Firm No. F-9154
Project No. 20-0298

Kimley»Horn
TBPE Firm No. 928 801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511

No.	Revision	By	Date

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM I-35E/W SPLIT TO MILAM)

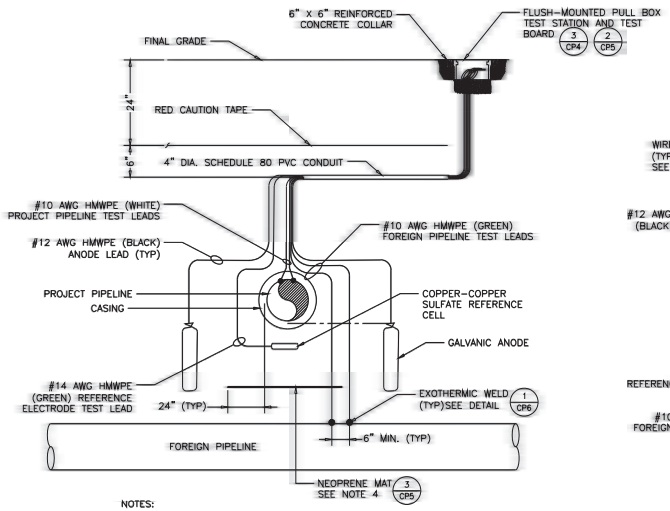
CATHODIC PROTECTION DETAILS

DATE:	FEBRUARY 2023
DESIGN:	V&A
DRAWN:	ET
CHECKED:	CS
KHA NO.:	061024043

SHEET 44

E:\Projects\2020\0200 thru 0299\20-0298 kimley City of Denton I-35 Util\Drawings\CP Details\20-0298 City of Denton I-35 Utility Relocation CP Details.dwg 2/21/2023 4:19 PM

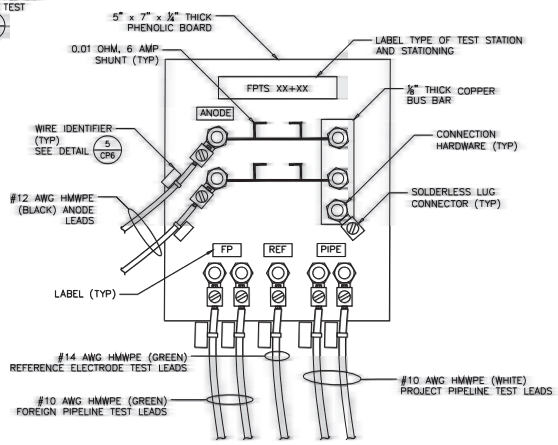
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



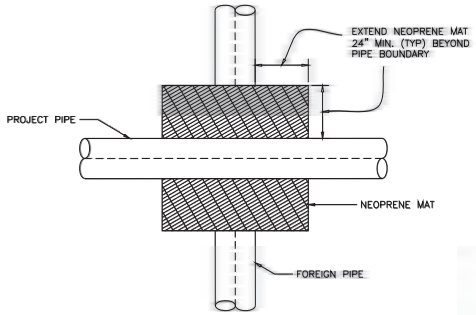
NOTES:

1. CONNECTIONS TO FOREIGN PIPELINES SHALL BE MADE BY THE OWNER'S REPRESENTATIVE.
2. INSTALL COPPER-COPPER SULFATE REFERENCE CELL MIDWAY BETWEEN PROJECT PIPELINE AND NEOPRENE MAT.
3. TOP OF ANODE SHALL BE ALIGNED WITH THE BOTTOM OF THE PROJECT PIPELINE WITH 5' BETWEEN THE ANODE AND PIPE.
4. NEOPRENE MAT SHALL EXTEND 24" (MIN.) BEYOND PROJECT PIPE EDGE ON EACH SIDE, SEE DETAIL
5. FLUSH-MOUNTED TEST STATION IS LONGITUDINALLY OFFSET FROM PIPELINE CROSSING AND IS LOCATED AT THE EDGE OF THE CASING. BRING PROJECT PIPELINE TEST LEADS THROUGH THE ANNULAR SPACE TO THE TEST STATION. SEE TEST STATION SCHEDULE.

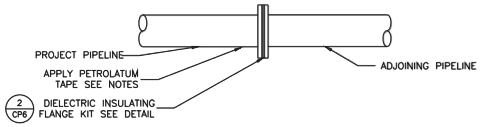
FOREIGN PIPELINE TEST STATION (FPTS) 1 CP5
NTS



FOREIGN PIPELINE TEST STATION (FPTS) TERMINAL BOARD DETAIL 2 CP5
NTS



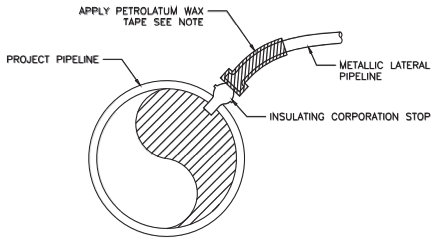
NEOPRENE MAT INSTALLATION DETAIL PLAN VIEW 3 CP5
NTS



NOTE:

1. A GENERAL IN-LINE ISOLATION IS SHOWN ABOVE.
2. AVOID ANY CONTACT BETWEEN THE PROJECT PIPELINE AND AND THE REINFORCING STEEL THROUGH SLAB WHEN APPLICABLE (NOT SHOWN).
3. DO NOT BOND ACROSS INSULATING FLANGE.

ACCESSIBLE INSULATED JOINT (NO TEST STATION) 4 CP5
NTS



NOTE:

WRAP FIRST THREE FEET OF METALLIC LATERAL IN PETROLATUM WAX TAPE.

LATERAL CONNECTION DETAIL 5 CP5
NTS

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM I-35E/W SPLIT TO MILAM)

CATHODIC PROTECTION DETAILS

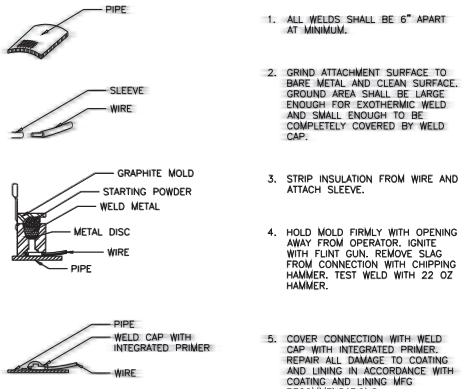
DATE:	FEBRUARY 2023
DESIGN:	V&A
DRAWN:	ET
CHECKED:	CS
KHA NO.:	061024043

SHEET
45

V&A
15720 Park Row, Suite 500
Houston, TX 77084
Tel. (713) 568-9067, Fax (713) 568-9068
Firm No. P-9154
Project No. 20-0298

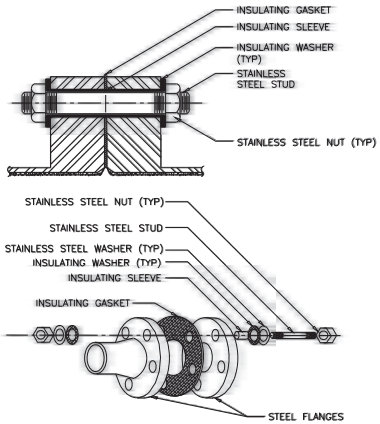
E:\Projects\2020\0200 thru 0299\20-0298 Kimley City of Denton I-35 Util\Drawings\CP Details\20-0298 City of Denton I-35 Utility Relocation CP Details.dwg 2/21/2023 4:20 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

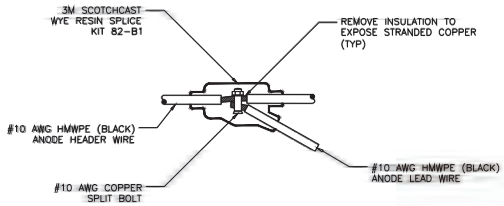


1. ALL WELDS SHALL BE 6" APART AT MINIMUM.
2. GRIND ATTACHMENT SURFACE TO BARE METAL AND CLEAN SURFACE. GROUND AREA SHALL BE LARGE ENOUGH FOR EXOTHERMIC WELD AND SMALL ENOUGH TO BE COMPLETELY COVERED BY WELD CAP.
3. STRIP INSULATION FROM WIRE AND ATTACH SLEEVE.
4. HOLD MOLD FIRMLY WITH OPENING AWAY FROM OPERATOR. IGNITE WITH FLINT GUN. REMOVE SLAG FROM CONNECTION WITH CHIPPING HAMMER. TEST WELD WITH 22 OZ HAMMER.
5. COVER CONNECTION WITH WELD CAP WITH INTEGRATED PRIMER. REPAIR ALL DAMAGE TO COATING AND LINING IN ACCORDANCE WITH COATING AND LINING MFG RECOMMENDATIONS.

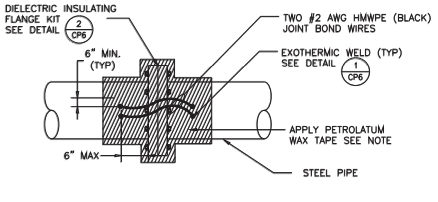
EXOTHERMIC WELD DETAIL FOR DUCTILE IRON PIPE
NTS
1 / CP6

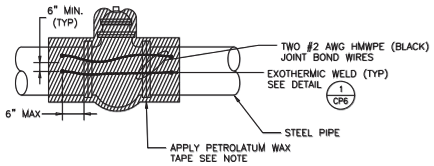


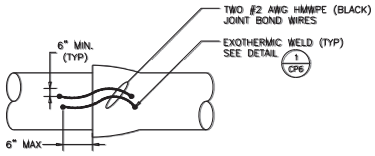
DIELECTRIC INSULATING FLANGE KIT DETAIL WITH SECTION VIEW
NTS
2 / CP6



WYE WIRE SPLICE DETAIL
NTS
3 / CP6

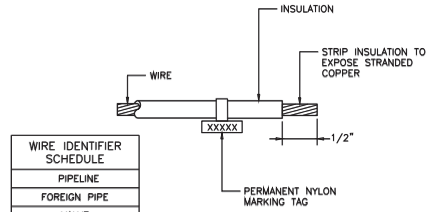






NOTES:
1. WRAP FITTING IN PETROLATUM WAX TAPE AND OVERLAP PIPE BY 12".
2. INSTALL WIRE BONDS AT ALL JOINTS EXCEPT AT LOCATIONS WITH TEST STATIONS (OR OTHERWISE SPECIFIED) TO ENSURE PIPELINE ELECTRICAL CONTINUITY.

PIPE JOINT BONDING DETAILS FOR DUCTILE IRON NON-INSULATED JOINTS
NTS
4 / CP6



WIRE IDENTIFIER SCHEDULE
PIPELINE
FOREIGN PIPE
VALVE
CASING
ANODE
DECOUPLER

WIRE IDENTIFIER DETAIL
NTS
5 / CP6

V&A
15720 Park Row, Suite 500
Houston, TX 77084
Tel. (713) 568-9067, Fax (713) 568-9068
Firm No. F-9154
Project No. 20-0298

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

CHRISTOPHER E. SKELTON 127015 LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM I-35E/W SPLIT TO MILAM)

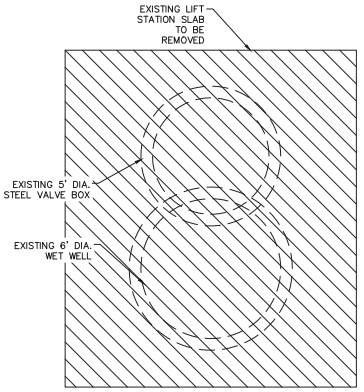
CATHODIC PROTECTION DETAILS

DATE:	FEBRUARY 2023		
DESIGN:	V&A	ET	
DRAWN:		CS	
CHECKED:		061024043	
KHA NO.:			

SHEET
46

E:\Projects\2020\0200 thru 0299\20-0298 Kimley City of Denton I-35 Util\Drawings\CP Details\20-0298 City of Denton I-35 Utility Reception CP Details.dgn 2/21/2023 4:30 PM

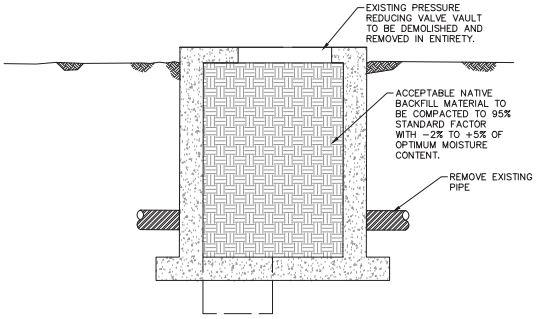
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



INTERIOR PLAN VIEW

1/56 **EXISTING WETWELL REMOVAL**

SCALE: 3/8" = 1'

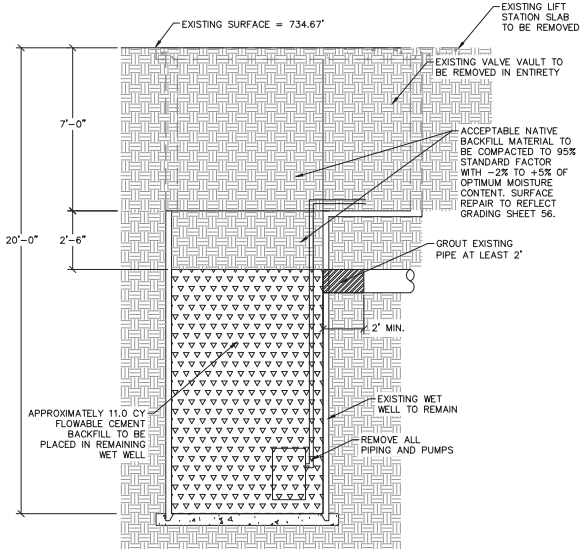


NOTES:
1) THIS STRUCTURE IS 8'X8'X9'
2) CONTRACTOR SHALL CONTACT CHRIS CARROLL (940-349-7190) 48 HOURS PRIOR TO SALVAGE ANY USEABLE APPURTENANCES.

SECTION VIEW

1/56 **EXISTING PRESSURE REDUCING VALVE VAULT**

SCALE: 3/8" = 1'

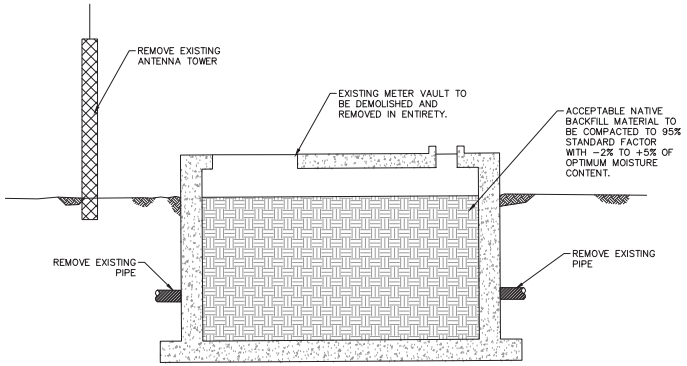


NOTES:
1) CONTRACTOR SHALL THOROUGHLY CLEAN AND REMOVE ALL SEWAGE FROM EXISTING WET WELL PRIOR TO PLACEMENT OF CEMENT SLURRY.

SECTION VIEW

2/56 **EXISTING WETWELL REMOVAL**

SCALE: 3/8" = 1'



NOTES:
1) THIS STRUCTUE IS 8'X15'X9'9"
2) CONTRACTOR SHALL CONTACT CHRIS CARROLL (940-349-7190) 48 HOURS PRIOR TO SALVAGE ANY USEABLE APURTENANCES.

SECTION VIEW

2/56 **EXISTING METER VAULT REMOVAL**

SCALE: 3/8" = 1'

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 3300 Ft. Worth, TX 76102
817-335-6511

No.	Revision	By	Date

03/08/2023
STATE OF TEXAM
CHRISTOPHER P. IRWIN
103570
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

DEMOLITION DETAILS

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
56

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\LIFT STATIONS\DEMOLITION-DETAILS.dwg 3/8/2023 12:04 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

METER VAULT INSTALLATION NOTES:

1. PIPE, METER SIZE AND VAULT SHALL BE APPROVED BY THE WATER UTILITIES DEPARTMENT DURING REVIEW PROCESS.

2. PREFABRICATED OR POURED IN PLACE VAULTS SHALL HAVE PRE CAST–CLASS H OR POURED–CLASS S CONCRETE, REINFORCED WITH MINIMUM #4 O.C.E.W.

3. METER VAULT MUST BE LOCATED BEHIND CURB AND OUT OF VEHICLE/PEDESTRIAN TRAFFIC, IN THE WATER UTILITY EASEMENT OR PUBLIC R.O.W. EASEMENT OR R.O.W. AREA MUST ACCOMMODATE A MINIMUM 18" BEYOND EACH SIDE OF THE VAULT. METER VAULT TO BE PLACED IN A PROTECTED GRASSY AREA.

4. MAINLINE AND BYPASS VALVES SHALL BE RESILIENT SEAT TYPE WITH CORROSION RESISTANT FUSION BONDED EPOXY COATING INSIDE AND OUT, NON–RISING STEM. ALL VALVES IN THE VAULT WILL HAVE HANDWHEELS. CUSTOMER VALVES SHALL BE LOCATED OUTSIDE OF VAULT AND EASEMENTS. ALL VALVES SHALL BE RIGHT–HAND TURN CLOSE.

5. ALL METERS SHALL BE EQUIPPED WITH ENCODER REGISTERS AND HAVE TOUCH PADS INSTALLED ON THE LID FOR READING PURPOSES. ALL METERS SHALL BE INSTALLED WITH STRAINERS ON THE INLET SIDE OF THE METER.

6. HATCH OPENING WILL BE ¼" ALUMINUM DIAMOND PLATE COVER WITH EXTRUDED ALUMINUM FRAME. HATCH TO BE FURNISHED WITH TYPE 316 STAINLESS STEEL SNAP AND LOCK WITH BRASS HINGES.

7. ALL VAULTS OVER 4 FT. IN DEPTH SHALL HAVE A LADDER INSTALLED AND SECURED TO THE VAULT WALL AT HATCH ENTRY.

8. VAULT BEDDING SHALL BE GRADE 4 STANDARD CRUSHED AGGREGATE, 1 IN. SIEVE.

9. THE TOP OF METER VAULT SHALL BE SET AT AN ELEVATION SUCH THAT THE SURROUNDING GROUND SLOPES AWAY FROM THE VAULT.

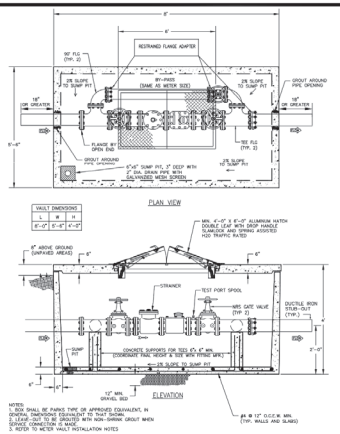
10. FOR 3" METERS AND ABOVE ON PROJECTS ON WHICH THE CITY INSTALLS THE TAP IN THE MAINLINE AND STUBS OUT THE SERVICE LINE TO THE BACK OF CURB, THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL REMAINING PIPING FROM THE STUBOUT BEHIND THE CURB THROUGH THE VAULT.

11. FOR WATER METER VAULT INSTALLATIONS WHERE THE METER IS NOT EQUIPPED WITH AN INTEGRAL TEST PORT, A SEPARATE SPOOL PIECE WILL BE PROVIDED BETWEEN THE METER AND THE DOWNSTREAM GATE VALVE. 1IN. SPOOL PIECE WILL BE SUPPLIED WITH A TEST PORT AND THREADED BRASS PLUG SIZED PER THE MANUFACTURER'S REQUIREMENTS OR AS FOLLOWS:

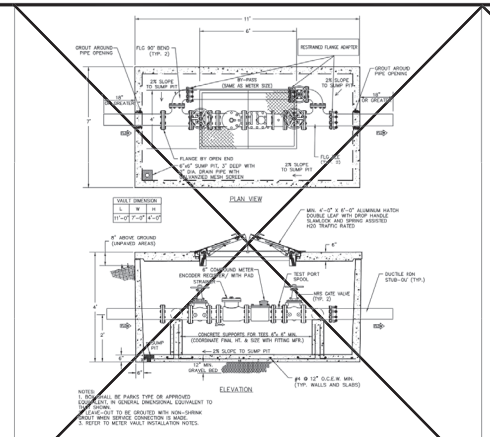
12. WHERE NOT SPECIFICALLY NOTED, ALL FLANGED PIPE SHALL BE DUCTILE IRON PIPE WITH DUCTILE IRON FLANGES THREADED ON.

METER SIZE	TEST PORT
3"	1"
4"	1"
>6"	1½"

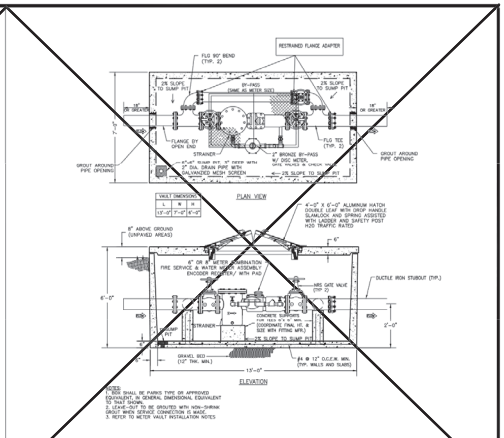
WATER VAULT INSTALLATION NOTES — W100



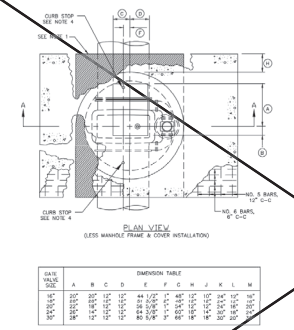
3" AND 4" METER VAULTS — W101



6" METER VAULT — W102

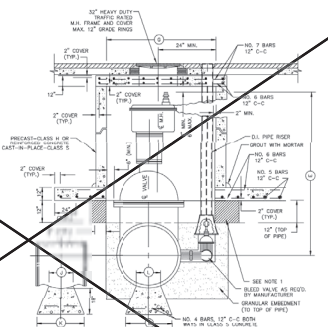


6" AND 8" FIRE SERVICE METER VAULTS — W103

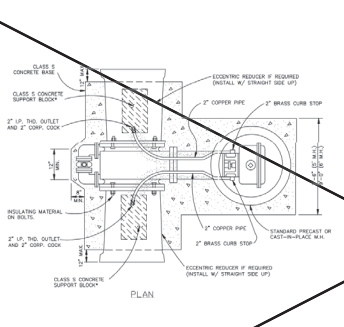


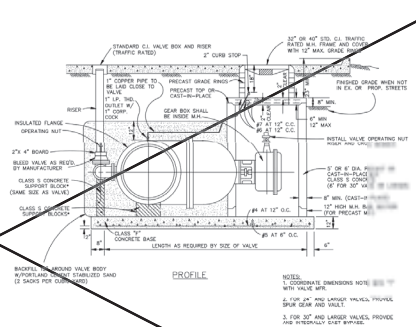
GATE VALVE SIZE	DIMENSION TABLE A	B	C	D	E	F	G	H	J	K	L	M
16"	20"	32"	12"	44 1/2"	1"	45°	12"	12"	24"	12"	24"	12"
18"	23"	35"	12"	47 1/2"	84 5/8"	1"	45°	12"	12"	24"	12"	24"
24"	29"	41"	12"	53 1/2"	84 5/8"	1"	45°	12"	12"	24"	18"	24"
30"	36"	48"	12"	60 1/2"	84 5/8"	1"	45°	18"	18"	30"	18"	30"

NOTES:
1. POLYURETHANE CUSHION PAD.
2. FOR 24" AND LARGER VALVES, PROVIDE SPUR GEAR AND VAULT.
3. FOR 30" AND LARGER VALVES, SUPPORT AND INTEGRALLY CAST BYPASS.
4. PROVIDE 2" CORPORATION AND CURB STOPS A MAX. OF 12" FROM EACH END OF GATE VALVE.



VAULT CONSTRUCTION VERTICAL GATE VALVE 24" AND LARGER





VAULT CONSTRUCTION HORIZONTAL GATE VALVE 24" AND LARGER

ENTERED BY:	PROJECT #		
DESIGNED BY:	DATE	REVISION	
DRAWN BY:			
PRIN. ENGR.			
PATH:			

DENTON

STANDARD DETAILS

WATER DETAILS

DATE: JAN. 2023

SHEET No.: 1 OF 24

SCALE: HOR. 1"= N.T.S. VER. 1"= N/A

Kimley»Horn
12700 Park Plaza Drive, Suite 1000 Fort Worth, TX 76102
800 Colony St., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
JOSEPH R. ANDERSON
103461
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

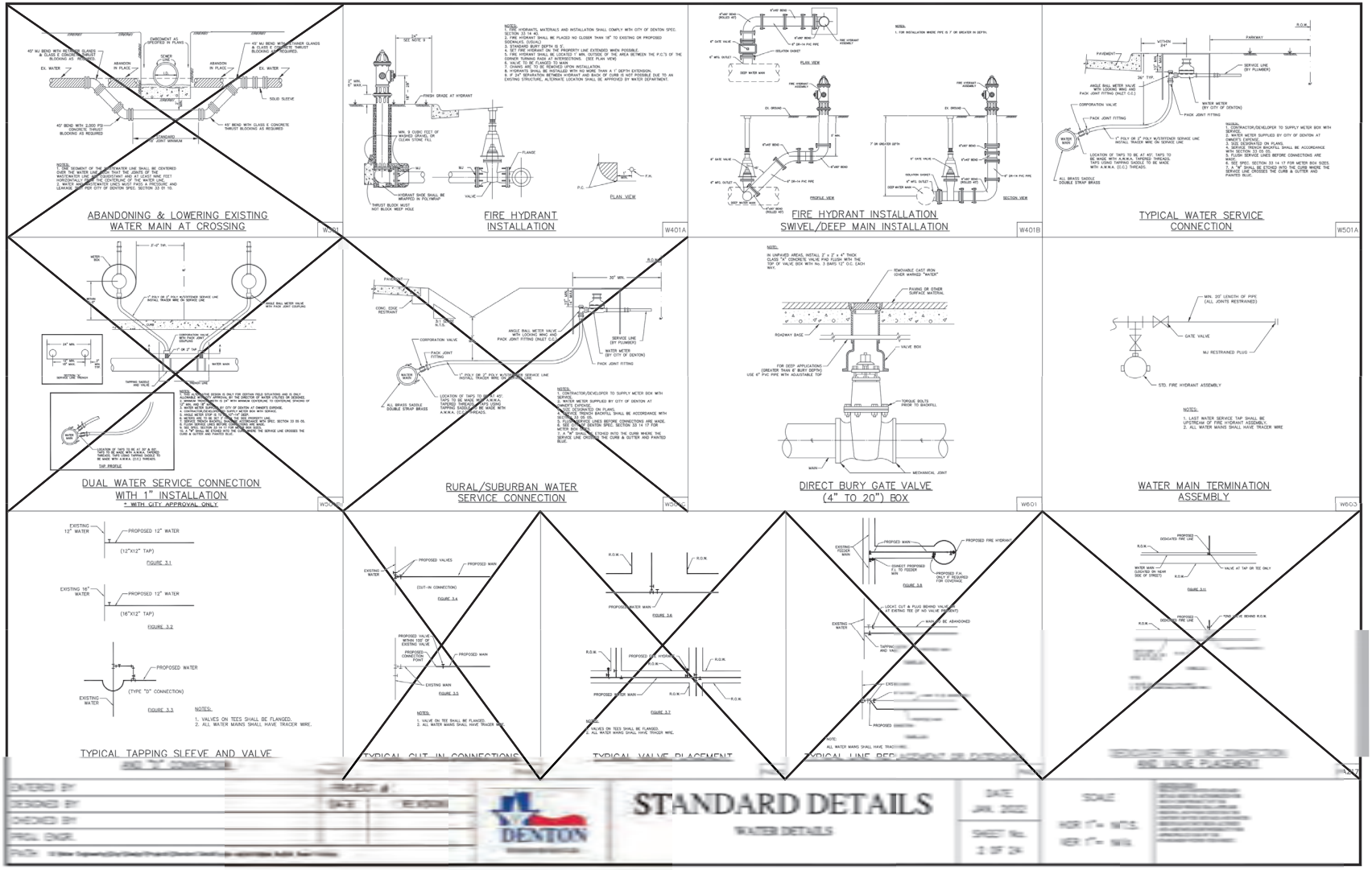
CITY STANDARD DTLS 1

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
57

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg, 3/8/2023 12:04 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



Kimley»Horn
© 2023 Kimley-Horn and Associates
801 Cherry St., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
GREGORY P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

CITY STANDARD DTLS 2

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
58

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg 3/8/2023 12:05 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

GENERAL NOTES FOR ALL THRUST BLOCKS:

1. RESTRAINED JOINTS SHALL BE REQUIRED FOR ALL WATER MAINS 16" AND LARGER. JOINT RESTRAINT SHALL BE DESIGNED TO ACCOMMODATE THE ENTIRE DESIGN LOAD AS INDICATED IN THE APPLICABLE PIPE MATERIAL SPECIFICATION. THRUST BLOCKING SHALL BE PROVIDED ON ALL FITTINGS AND DEAD-ENDS FOR PIPE 24" AND SMALLER.

2. CONCRETE FOR BLOCKING SHALL BE CLASS B.

3. ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 PSI FOR DUCTILE IRON, P.V.C., AND 150 PSI FOR CONCRETE PIPE.

4. VOLUMES OF THRUST BLOCKS ARE NET VOLUMES OF CONCRETE TO BE FURNISHED. THE CORRESPONDING WEIGHT OF THE CONCRETE (CLASS B) IS EQUAL TO OR GREATER THAN THE VERTICAL COMPONENT OF THE THRUST ON THE VERTICAL BEND.

5. WALL THICKNESS (T) ASSUMED HERE FOR ESTIMATING PURPOSES ONLY.

6. THE SOIL BEARING PRESSURES ARE BASED ON 1,000 LBS./S.F. IN SOIL AND 2,000 LBS./S.F. IN ROCK.

7. POUR CONCRETE FOR BLOCK AGAINST UNDISTURBED EARTH.

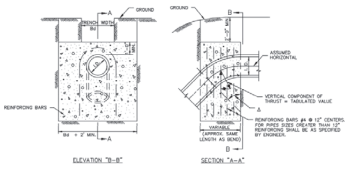
8. DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS AND AS DIRECTED BY THE CITY. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE.

9. USE POLYETHYLENE WRAP OR EQUAL AS BOND BREAKER BETWEEN CONCRETE AND BEND, TEE, OR PLUG.

10. CONCRETE SHALL NOT EXTEND BEYOND JOINTS.

THRUST BLOCK GENERAL NOTES

W700

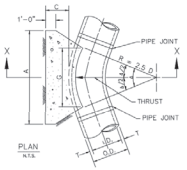


NOTES:
1. EXTEND CONCRETE THRUST BLOCK HORIZONTALLY INTO UNDISTURBED SOIL 2' MIN. ON EACH SIDE.
2. HORIZONTAL EXTENSION OF THRUST BLOCK MAY REQUIRE ADDITIONAL VOLUME. DETERMINATION TO BE MADE BY CITY ENGINEERING STAFF.

Δ =	11.25°			22.50°			30°			45°			67.50°			90°		Δ =
I.D. (IN.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	THRUST (TONS)	VOL. (C.Y.)	I.D. (IN.)
4,6,8	1.0	0.5	2.0	1.0	2.5	1.3	3.6	1.8	4.6	2.3	5.0	2.5	4,6,8
10,12	2.2	1.1	4.3	2.2	5.7	2.8	8.0	4.0	10.5	5.2	11.3	5.7	10,12
16,18	5.0	2.5	9.7	4.9	12.7	6.4	18.0	9.0	23.5	11.8	25.5	12.7	16,18
20	6.1	3.1	12.0	6.0	15.7	7.9	22.2	11.1	29.2	14.5	31.4	15.7	20
24	8.2	4.4	17.3	8.7	22.6	11.3	32.0	16.0	41.8	20.9	45.2	22.6	24

VERTICAL THRUST BLOCK AT PIPE BEND

W701



I.D. (IN.)	T (IN.)	Δ = 11.25° (FT.)	Δ = 22.50° (FT.)	E (FT.)
4,6,8	0.4	1.5	1.5	0.9
10,12	0.5	1.5	1.5	1.2
16,18	0.6	1.5	1.5	1.6
20	0.7	1.5	1.5	1.8
24	0.9	1.5	1.5	2.1

Δ = 11.25°							Δ= 22.50°						
I.D. (IN.)	C (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)	I.D. (IN.)	C (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)
4,6,8	1.0	0.5	1.0	1.0	0.1	1.0	1.0	0.1	4,6,8	0.8	2.0	1.5	1.5	0.1	1.0	1.0	0.1
10,12	0.1	2.2	1.5	1.5	0.1	1.0	1.5	0.1	10,12	1.1	4.4	2.0	2.5	0.3	1.5	1.5	0.1
16,18	0.1	5.0	2.0	2.5	0.3	1.5	2.0	0.2	16,18	1.6	9.9	3.0	3.5	0.6	2.0	2.5	0.3
20	0.1	6.3	3.0	3.5	0.4	1.5	3.0	0.3	20	1.8	13.3	3.5	3.5	0.7	3.0	3.0	0.4
24	1.1	8.9	3.0	3.5	0.5	1.5	3.0	0.3	24	2.2	17.7	4.0	4.5	1.0	3.0	3.5	0.5

TABLES OF DIMENSIONS AND QUANTITIES

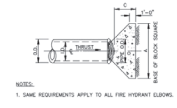
Δ = 30°									Δ = 45°								
I.D. (IN.)	C (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)	I.D. (IN.)	C (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)
4,6,8	1.0	0.9	2.0	1.5	0.2	1.0	1.0	0.1	4,6,8	1.3	3.9	2.0	2.0	0.2	1.5	1.5	0.1
10,12	1.9	5.9	2.0	2.5	0.3	2.0	2.0	0.3	10,12	3.2	8.7	3.5	2.5	0.5	2.0	2.5	0.3
16,18	2.2	13.2	3.5	4.0	0.8	2.5	3.0	0.4	16,18	3.2	19.5	4.5	4.5	1.2	3.0	3.5	0.6
20	2.4	16.3	4.5	4.0	1.0	3.0	3.0	0.5	20	3.6	24.1	5.5	4.5	1.5	3.5	3.5	0.7
24	2.9	23.4	6.0	4.0	1.4	3.5	3.5	0.7	24	4.3	34.6	8.0	4.5	2.3	4.5	4.0	1.1

Δ = 67.50°									Δ = 90°								
I.D. (IN.)	C (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)	I.D. (IN.)	C (FT.)	THRUST (TONS)	EARTH A (FT.)	EARTH B (FT.)	EARTH VOL. (C.Y.)	ROCK A (FT.)	ROCK B (FT.)	ROCK VOL. (C.Y.)
4,6,8	2.1	5.8	3.0	2.0	0.3	2.0	1.5	0.2	4,6,8	2.7	7.7	5.0	1.5	0.4	3.0	2.0	0.2
10,12	3.1	12.6	5.5	2.0	0.8	3.5	2.0	0.4	10,12	4.0	16.0	6.5	2.5	1.0	3.5	2.5	0.5
16,18	4.7	28.3	7.5	4.0	1.8	5.0	3.0	0.8	16,18	6.0	36.0	9.0	4.0	2.4	4.5	4.0	1.0
20	5.2	34.9	9.0	4.0	2.3	5.5	3.5	1.2	20	6.6	44.4	10.0	4.5	3.1	6.0	4.0	1.5
24	6.2	50.3	11.5	4.5	3.5	6.5	4.0	1.6	24	7.9	64.0	14.5	4.5	5.0	8.0	4.0	2.1

TABLES OF DIMENSIONS AND QUANTITIES

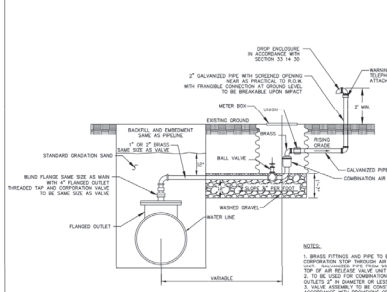
HORIZONTAL THRUST BLOCK AT PIPE BEND

W702A W702B W702C



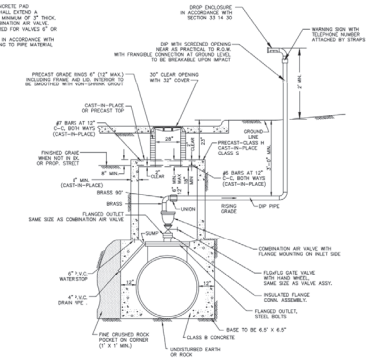
	EARTH			ROCK	
I.D. (IN.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	VOL. (C.Y.)
4,6,8	5.1	1.5	2.0	0.3	0.2
10,12	11.3	1.5	3.5	0.6	0.5
16,18	25.5	2.0	5.5	1.6	4.0
20	31.5	2.0	6.0	1.9	5.0
24	45.2	2.5	7.0	3.1	6.0

HORIZONTAL THRUST BLOCK



NOTES:
1. BRASS FITTINGS AND PIPE TO BE USED FROM CORPORATION STOP THROUGH AIR RELEASE VALVE.
2. TOP OF AIR RELEASE VALVE UNIT TO VENT OUTLET.
2. TO BE USED FOR COMBINATION AIR VALVES WITH 1" OR 2" INLET AND 1" OR 2" OUTLET.
3. VALVE ASSEMBLY TO BE CONSTRUCTED IN ACCORDANCE WITH PROVISIONS OF THE CITY OF DENTON SPEC. SECTION 33 14 30.

COMBINATION AIR VALVE



COMBINATION AIR VALVE

ENTERED BY		PROJECT #	
DESIGNED BY		DATE	REVISION
CHECKED BY			
PROJ. ENGR.			
PATH:			

DENTON

STANDARD DETAILS

WATER DETAILS

DATE: JAN. 2023

SHEET No. 3 OF 34

SCALE: HOR. 1" = N.T.S. VER. 1" = N/A

Kimley»Horn
© 2023 Kimley-Horn and Associates
801 Cherry St., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
CHRISTOPHER PHILLIPS
103261
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

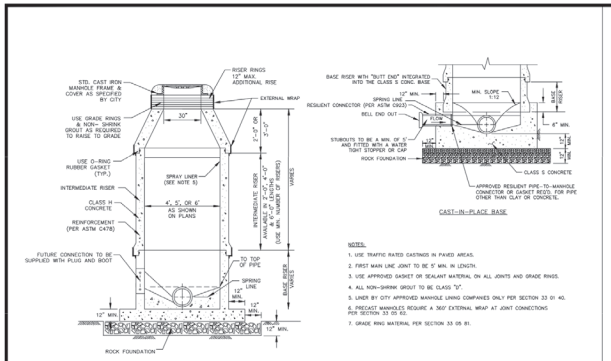
CITY STANDARD DTLS 3

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
59

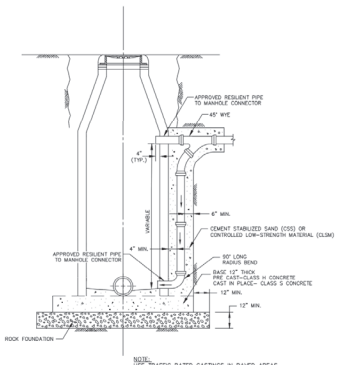
K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg, 3/8/2023 12:05 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



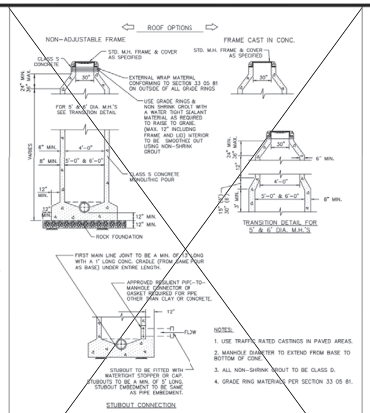
PRE-CAST MANHOLE WITH LINING

S101



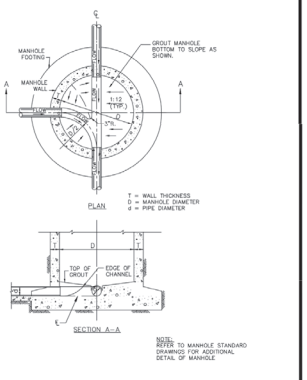
DROP MANHOLE

S102



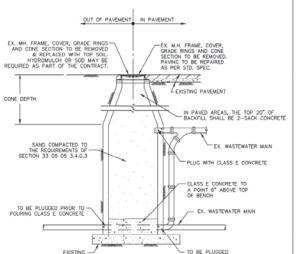
CAST-IN-PLACE MANHOLE

S103

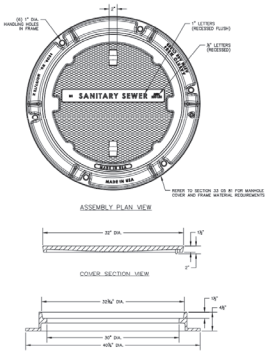


SEWERLINE INTERSECTION

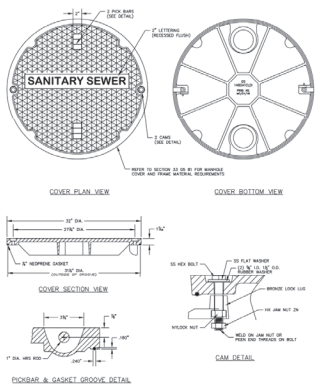
S104



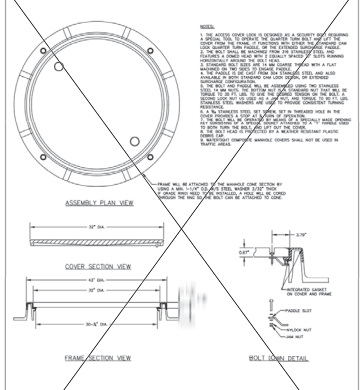
ABANDONMENT OF MANHOLE



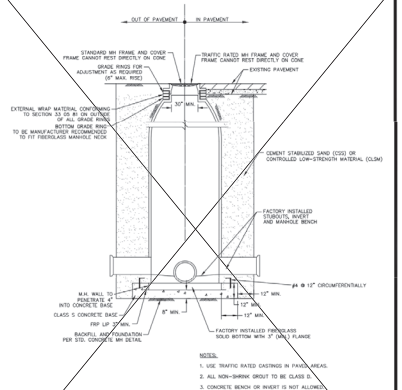
MANHOLE FRAME AND COVER



WATERTIGHT MANHOLE COVER WITH CAM LOCKS AND GASKET



COMPOSITE WATERTIGHT MANHOLE WITH CAM LOCKS AND GASKET



FIBERGLASS MANHOLE WITH STUBOUTS

DESIGNED BY: PROJECT #
DESIGNED BY: DATE: REVISION
CHECKED BY:
FINAL ENGR.:
PATH: S:\Water Engineering\Engr\Design\Projects\Collection\Interceptor and I\Documents\Dgn\Std_Det_1.dgn

DENTON

STANDARD DETAILS

WASTEWATER DETAILS

DATE: JAN. 2022

SHEET No. 4 OF 24

SCALE: HOR: 1"= N.T.S. VER: 1"= N/A

Kimley»Horn
7200 Bryan Dairy Rd, Suite 3000 Ft. Worth, TX 76132
© 2023 Kimley-Horn and Associates

No.	Revision	By	Date

03/08/2023
JAMES R. ARMSTRONG
103461
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

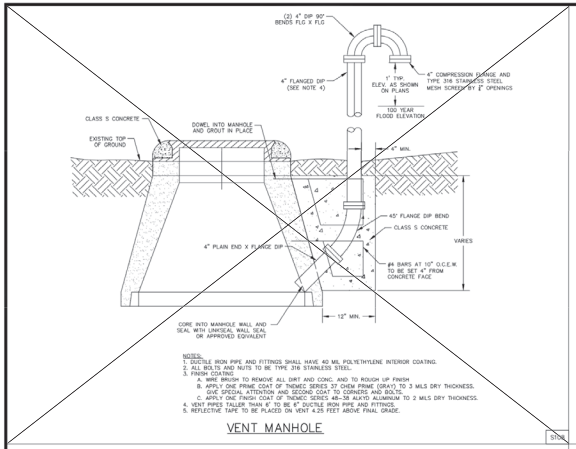
CITY STANDARD DTLS 4

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
60

K:\FTW_Utilities\061024043-Denton-IH-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg, 3/8/2023 12:05 PM

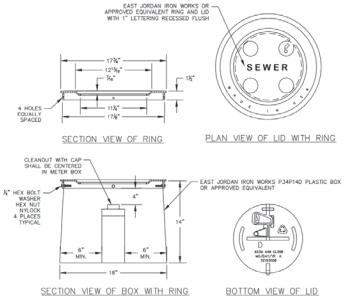
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



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 COAT OF TNEMEC SERIES 66-1211 GREEN OXIDE 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 4' TO BE 6" DUCTILE IRON PIPE AND FITTINGS.
5. REFLECTIVE TAPE TO BE PLACED ON VENT 4.25 FEET ABOVE FINAL GRADE.

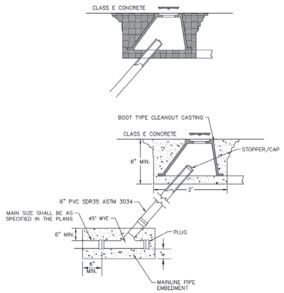
VENT MANHOLE

S106



18" X 14" PLASTIC BOX WITH SEWER LID

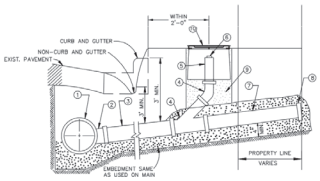
S201



SANITARY SEWER MAINLINE CLEANOUT

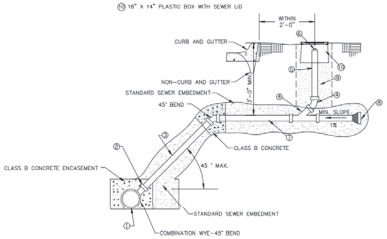
S402

KEY:
1. WASTEWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID



NOTES:
1. SERVICE TO BE INSTALLED IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 33 31 16.
2. SIZE OF SERVICE LINE PIPING AND FITTINGS PER PLANS OR CITY OF DENTON WATER & WASTEWATER CRITERIA MANUAL.
3. SLOPE OF LATERAL TO BE 2% MINIMUM UNLESS INSTRUCTED OTHERWISE BY CITY.
4. VERTICAL BENDS (22.5° MAX.) MAY BE USED TO CLEAR UNDERGROUND CONFLICTS.
5. THE MAINLINE LATERAL CONNECTION TO AN EXISTING PRIVATE BUILDING LATERAL SHALL BE AS CLOSE TO THE PROPERTY LINE AS POSSIBLE.
6. INSTALL STOPPER OR CAP AT PROPERTY OR EASEMENT LINE IF BUILDING LATERAL DOES NOT EXIST.
7. THE CLEANOUT MAY NOT BE PLACED IN VEHICLE TRAFFIC AREAS, OR SIDEWALK WITHOUT APPROVAL BY THE WASTEWATER DEPARTMENT.
8. FOR PAVED AREAS, A CAST IRON STACK AND CLEANOUT SHALL BE USED IN PLACE OF PVC PIPE, FITTINGS AND PLASTIC BOX. THE CAST IRON STACK AND CLEANOUT SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE PAVEMENT AND CONFORM TO ASTM A48 CLASS 35B STANDARDS.
9. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
10. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
11. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
12. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

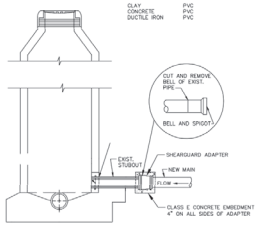
KEY:
1. WASTEWATER MAIN
2. WYE
3. WASTEWATER LATERAL (LENGTH VARIES)
4. WYE AND 45° BEND FOR RISER
5. STACK (LENGTH VARIES)
6. WASTEWATER LATERAL CLEANOUT CAP
7. WASTEWATER LATERAL (LENGTH VARIES)
8. END CAP AT EASEMENT LINE OR PROPERTY LINE
9. NATURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
10. 18" X 14" PLASTIC BOX WITH SEWER LID



NOTES:
1. SERVICE TO BE INSTALLED IN ACCORDANCE WITH CITY OF DENTON SPEC. SECTION 33 31 16.
2. SIZE OF SERVICE LINE PIPING AND FITTINGS PER PLANS OR CITY OF DENTON WATER & WASTEWATER CRITERIA MANUAL.
3. SLOPE OF LATERAL TO BE 2% MINIMUM UNLESS INSTRUCTED OTHERWISE BY CITY.
4. VERTICAL BENDS (22.5° MAX.) MAY BE USED TO CLEAR UNDERGROUND CONFLICTS.
5. THE MAINLINE LATERAL CONNECTION TO AN EXISTING PRIVATE BUILDING LATERAL SHALL BE AS CLOSE TO THE PROPERTY LINE AS POSSIBLE.
6. INSTALL STOPPER OR CAP AT PROPERTY OR EASEMENT LINE IF BUILDING LATERAL DOES NOT EXIST.
7. THE CLEANOUT MAY NOT BE PLACED IN VEHICLE TRAFFIC AREAS, OR SIDEWALK WITHOUT APPROVAL BY THE WASTEWATER DEPARTMENT.
8. FOR PAVED AREAS, A CAST IRON STACK AND CLEANOUT SHALL BE USED IN PLACE OF PVC PIPE, FITTINGS AND PLASTIC BOX. THE CAST IRON STACK AND CLEANOUT SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE PAVEMENT AND CONFORM TO ASTM A48 CLASS 35B STANDARDS.
9. CONNECTION FITTING TO MAIN TO BE ENCASED IN CLASS B CONCRETE.
10. THE CLEANOUT SHALL BE CENTERED IN PLASTIC BOX.
11. CENTER OF CLEANOUT TO BE LOCATED NO FURTHER THAN 2'-0" BEHIND BACK OF CURB. FOR UNCURBED STREETS, CLEANOUT TO BE LOCATED OUTSIDE OF THE DRAINAGE DITCH.
12. PLUMBERS NOT ALLOWED TO CONNECT TO STACK, ONLY TO THE BOTTOM OF WYE.
13. AN "S" SHALL BE ETCHED INTO THE CURB WHERE THE SERVICE LINE CROSSES THE CURB & GUTTER AND PAINTED GREEN.

NOTES:
1. THIS DETAIL IS ONLY FOR USE WHEN NEW MAIN WILL NOT MATE WITH EXISTING WITHOUT JOINT DUE TO DIFFERENT MATERIAL OR SIZE DISCREPANCY.
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



ENTERED BY		PROJECT #	
DESIGNED BY		DATE	REVISION
CHECKED BY			
FIELD ENGR.			
PATH:			

DENTON

STANDARD DETAILS

WASTEWATER DETAILS

DATE: JAN. 2022

SHEET No. 5 OF 24

SCALE:

Kimley»Horn
7250 N. Fwy, Suite 400 Ft. Worth, TX 76102
801 Cherry St., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
JAMES R. ALLEN
103749
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

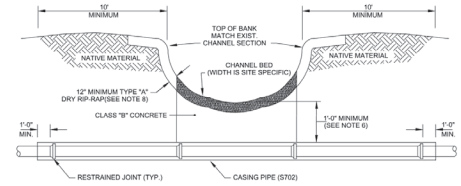
CITY STANDARD DTLS 5

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
61

K:\FTW_Utilities\061024043-Denton-i-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg, 3/8/2023 12:05 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

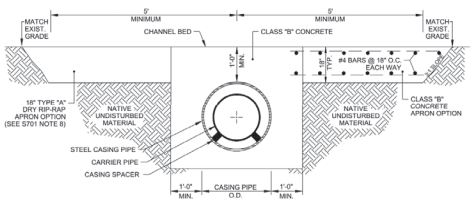


NOTES:

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. THE DESIGN OF THE CROSSING SHALL ENSURE THAT THE CHANNEL HAS 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. PLACE STONE RIP-RAP A MINIMUM OF 5 FT UPSTREAM & 5 FT DOWNSTREAM FROM CENTERLINE OF PIPE ALONG LOW WATER CROSSING BED.
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

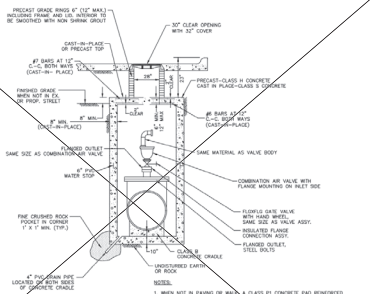


NOTES:

1. RIP-RAP OR CONCRETE IN ACCORDANCE WITH THE DRAWINGS.
2. APRON & PIPE TRENCH MUST HAVE A CONSTANT UPSTREAM TO DOWNSTREAM SLOPE TO ENSURE NO PONDING IN THE 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 WHERE 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 6" THICK.
2. BRASS PIPE AND FITTINGS TO BE USED FROM BRASS 90° FITTING ON TOP OF AIR VALVE TO THE 2" BRASS GATE VALVE.
3. VENT PIPE SIZE TO EQUAL OUTLET SIZE OF COMBINATION AIR VALVE.
4. M.H. DIA. TO BE 6' FOR 2"-4". 7' DIA. M.H. REQUIRED FOR VALVES 6"-8".

COMBINATION AIR VALVE FROM 2" TO 8" FOR SEWER FORCE MAINS

S703

DRAWN BY	PROJECT #		
DESIGNED BY	DATE	REVISION	
CHECKED BY			
PROJ. ENGR.			
PATH: S:\Water Engineering\Eng\Design\Projects\[Student Details]\wastewater details\[Wastewater Detail Sheet 1—Eng]			

DENTON

STANDARD DETAILS

WASTEWATER DETAILS

DATE: JAN. 2022

SHEET NO. # OF ##

HORIZ. 1" = N.T.S.

VERT. 1" = N.T.S.

Kimley»Horn

7250 N. Fwy, Suite 400, Denton, TX 76209
600 Clancy Dr., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023

CITY OF DENTON

IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)

CITY STANDARD DTLS 6

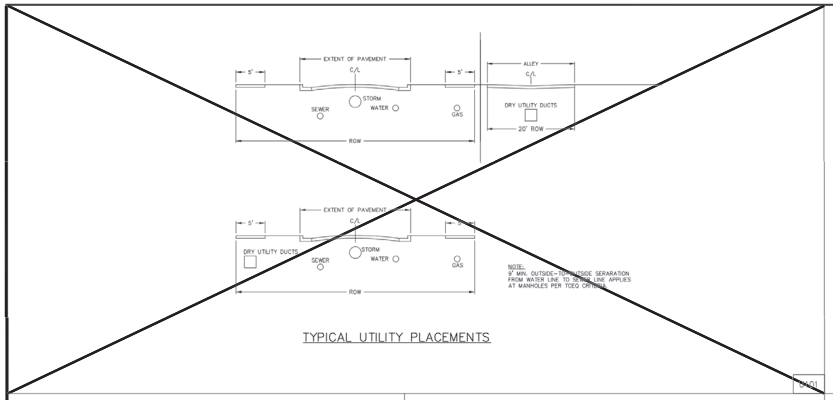
DATE:	MARCH 2023		
DESIGN:	CPI		
DRAWN:	NDCH		
CHECKED:	JRA		
KHA NO.:	061024043		

SHEET

62

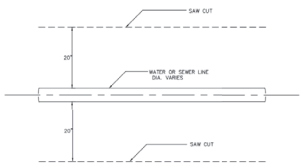
K:\FTW_Utilities\061024043-Denton---35--Utility-Relocations\CADD\SHEETS\DETAILS.dwg, 3/8/2023 12:05 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



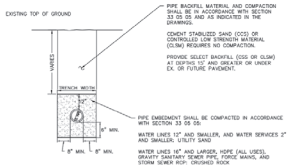
TYPICAL UTILITY PLACEMENTS

U101



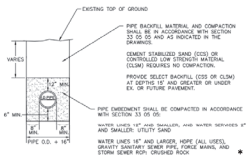
TYPICAL SAW-CUT

U102

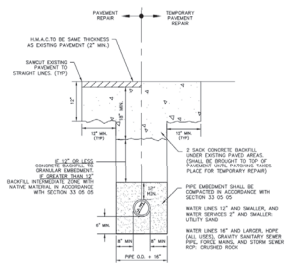


PROPOSED PAVEMENT TRENCH

U201



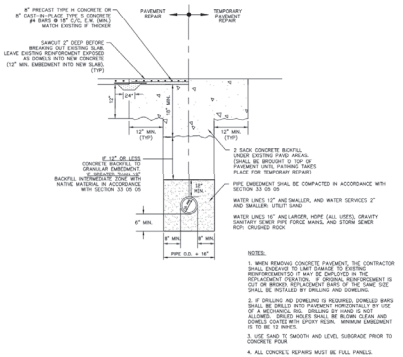
UNPAVED TRENCH



* FOR WATER LINES 16-INCH AND LARGER EMBEDMENT SHALL BE CRUSHED ROCK PER SECTION 33 05 05

EXISTING PAVEMENT TRENCH AND REPAIR ASPHALT

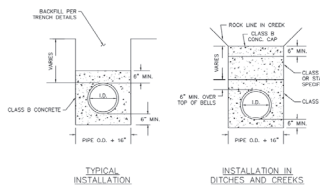
* MODIFIED



* FOR WATER LINES 16-INCH AND LARGER EMBEDMENT SHALL BE CRUSHED ROCK PER SECTION 33 05 05

EXISTING PAVEMENT TRENCH AND REPAIR CONCRETE

* MODIFIED



CONCRETE ENCASEMENT FOR UTILITY LINES

ENTERED BY	PROJECT #		
DESIGNED BY	DATE	REVISION	
CHECKED BY			
PROJ. ENGR.			
PATH:			

DENTON

STANDARD DETAILS

WATER/WASTEWATER SHARED DETAILS

DATE: JAN. 2023

SHEET No. 7 OF 24

SCALE: HOR: 1"= N.T.S. VER: 1"= N/A

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg, 3/8/2023 12:05 PM

Kimley»Horn
12700 Park Plaza Drive, Suite 1000 Ft. Worth, TX 76102
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

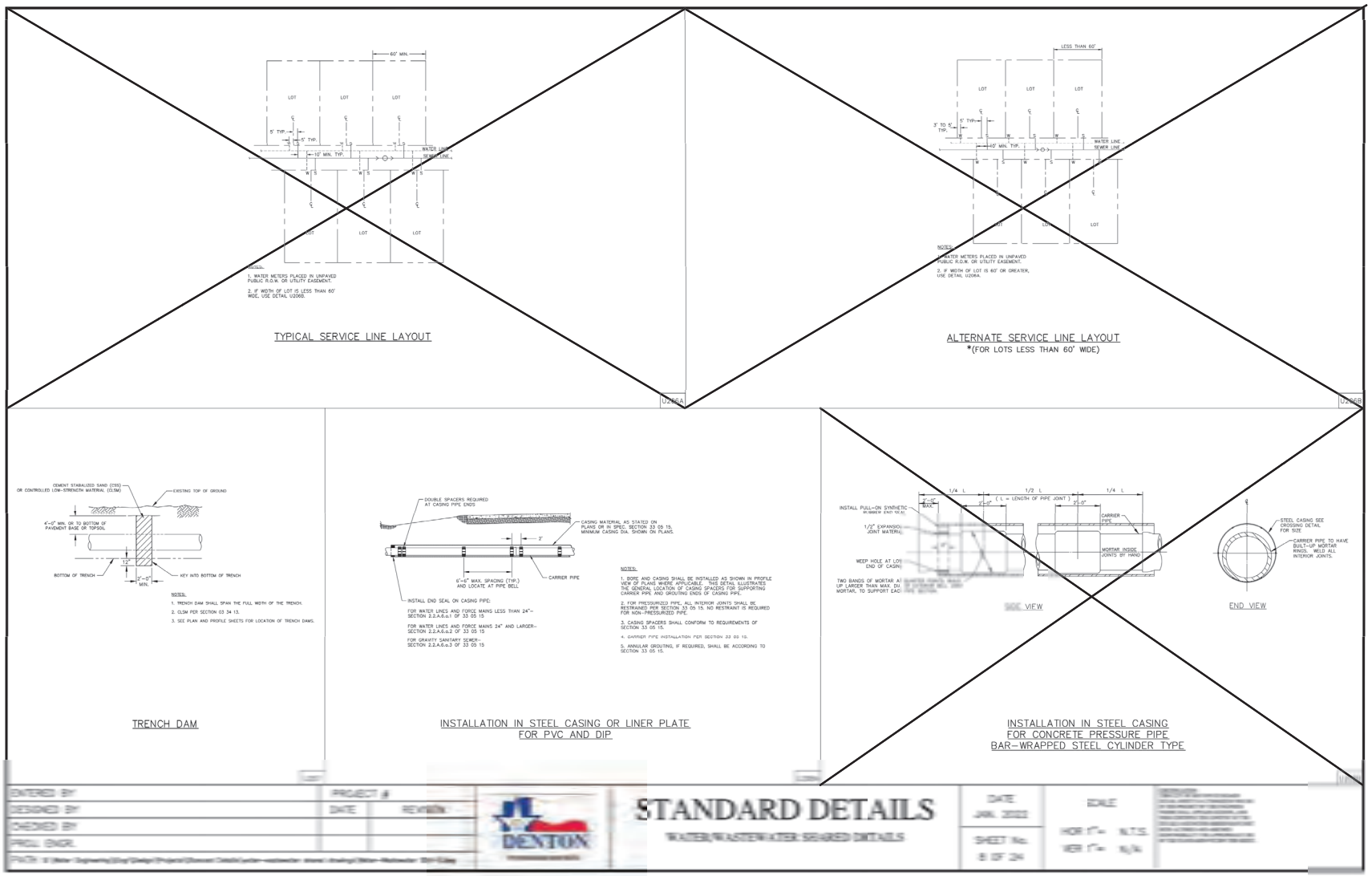
CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

CITY STANDARD DTLS 7

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
63

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



ENTERED BY | PROJECT #
DESIGNED BY | DATE | REVISION
CHECKED BY
APPROVAL ENGR.
PATH: K:\Denton_Engineering\Eng\Design\Projects\General Details\water-wastewater details\Analog\Water-Wastewater Std.dwg

DENTON

STANDARD DETAILS

WATER/WASTEWATER STANDARD DETAILS

DATE: JAN. 2022
SHEET No.: 8 OF 24
SCALE: HOR 1"= N.T.S. VER 1"= N/A

Kimley»Horn
12promenade, Suite 1300 Fort Worth, TX 76102
© 2023 Kimley-Horn and Associates

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

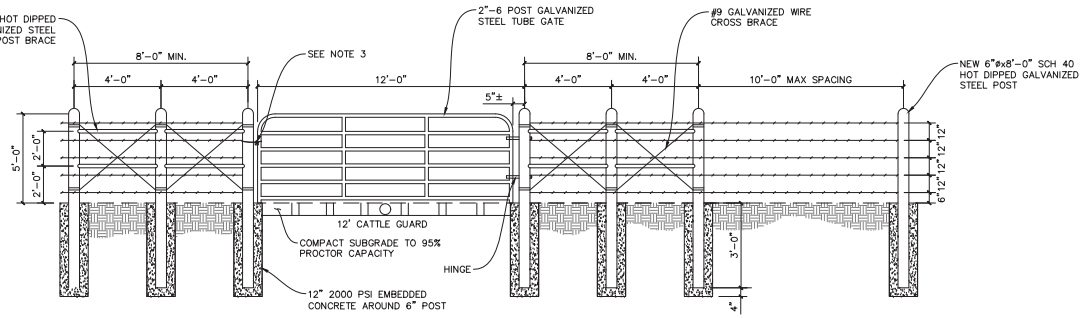
CITY STANDARD DTLS 8

DATE: MARCH 2023
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024043

SHEET
64

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg 3/8/2023 12:05 PM

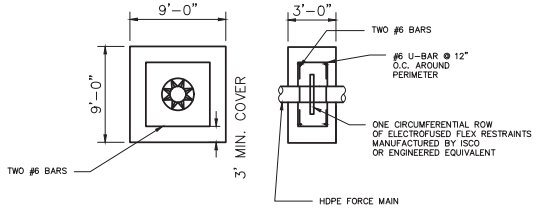
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



NOTES:

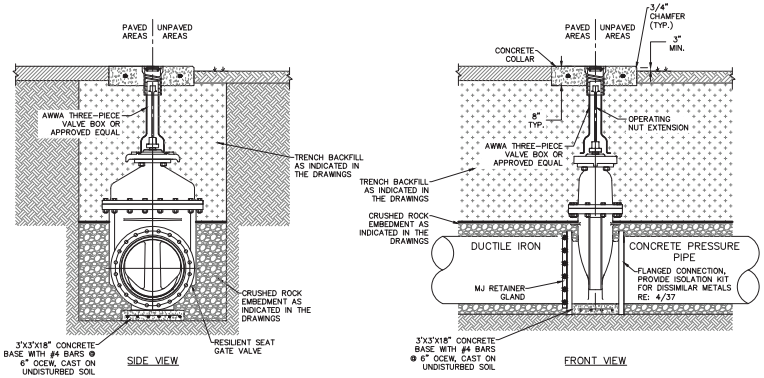
1. THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
2. PERMANENT GATE SHALL BE 2", 16GA., 12'x50" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO., SKU #3603116 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
3. PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
4. TEMPORARY GATE SHALL BE 12' SWING, GALVANIZED STEEL TUBE GATE.
5. IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
6. TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 96' WITH "T" STEEL POSTS AT A MAXIMUM OF 12' SPACING. "T" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'–3" INTO GROUND.
7. CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

A 65 TEMPORARY BARBED WIRE FENCE AND PERMANENT FENCE REPAIR
SCALE: NOT TO SCALE



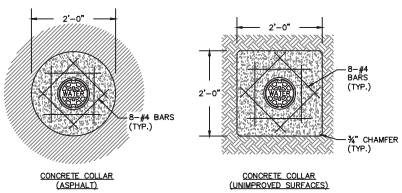
UTILIZE DETAIL IF HDPE IS THE SELECTED PIPE MATERIAL.
INSTALL AT ALL CONNECTION POINTS BACK TO EXISTING PIPES.

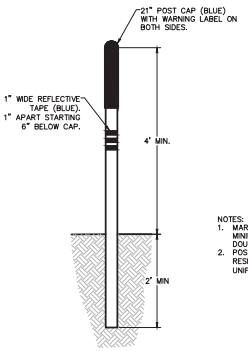
D 65 HDPE THRUST BLOCK
SCALE: NOT TO SCALE



NOTES:
1. DIRECT BURY GATE VALVES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH AWWA C105.
2. OPERATING NUT/STEM EXTENSION SHALL BE REQUIRED WHERE VALVE OPERATING NUTS ARE MORE THAN 24" BELOW FINISHED GRADES.

B 65 16" DIRECT BURY RESILIENT SEATED GATE VALVE
SCALE: NOT TO SCALE



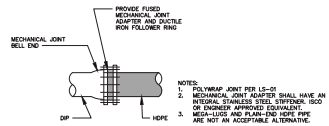




UTILITY WARNING LABEL N.T.S.

NOTES:
1. MARKERS SHALL BE 4-INCH DIAMETER, 6-FEET MINIMUM LENGTH, FIBERGLASS COMPOSITE, DOUBLE-SIDED MARKER, OR APPROVED EQUAL.
2. POSTS SHALL BE WHITE WITH BLUE ULTRAVIOLET RESISTANT DOMES (IN ACCORDANCE WITH APWA UNIFORM COLOR CODE).

C 65 UTILITY MARKER
SCALE: NOT TO SCALE



E 65 DIP TO HDPE WATER MAIN TRANSITION
SCALE: NOT TO SCALE

Kimley»Horn
TBPE Firm No. 928 | TBPLS Firm No. 10194693
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
JOSEPH R. ANDERSON
103220
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

CONSTRUCTION DETAILS 1

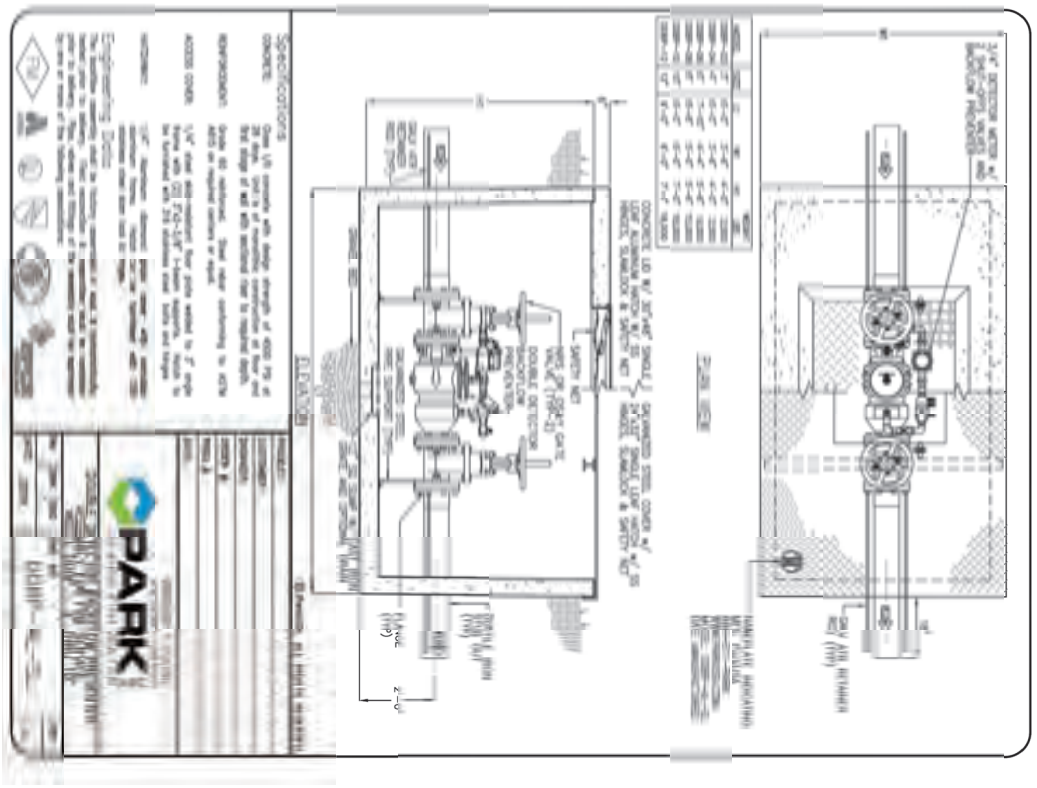
DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
65

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg 3/8/2023 12:06 PM

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg 3/8/2023 12:06 PM

DocuSign Envelope ID: 27EF2F14-6CDD-428B-A53B-9D0D5629D146



66 A

8" DOUBLE CHECK DETECTOR VAULT

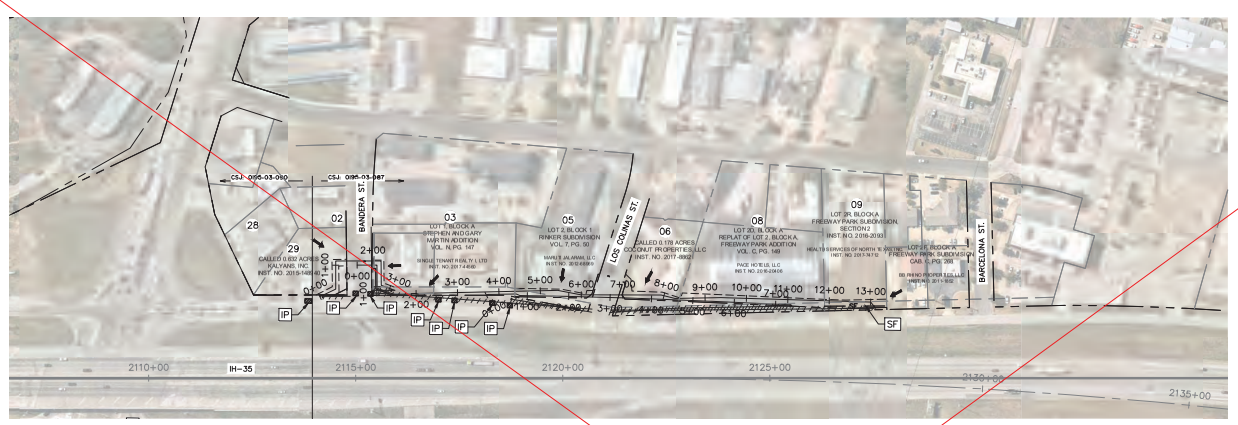
SCALE: NOT TO SCALE

SHEET 66	DATE: MARCH 2023 DESIGN: CPI DRAWN: NDCH CHECKED: JRA KHA NO.: 061024043	CONSTRUCTION DETAILS 2	CITY OF DENTON IH-35 UTILITY RELOCATIONS (FROM US-380 TO MILAM)		03/08/2023 STATE OF TEXAS CHRISTOPHER P. TOY 120042 LICENSED PROFESSIONAL ENGINEER	Kimley»Horn TBPE Firm No. 928 P: 817-335-6511 801 Cherry St, Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091



GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

LEGEND

SF	— SF —	SILT FENCE RE: A/70
SO		STONE OVERFLOW STRUCTURE RE: B/70
IP		INLET PROTECTION RE: C/70
		FLOW ARROW



GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

MATCHLINE 2
THIS SHEET

Kimley»Horn
© 2023 Kimley-Horn and Associates
801 Cherry St., Suite 3300 Ft. Worth, TX 76102
TBPE Firm No. 928 TBPLS Firm No. 10193973

No.	Revision	By	Date

03/09/2023
JOSEPH R. ALLEN
103749
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

EROSION CONTROL PLAN
(SHEET 1 OF 3)

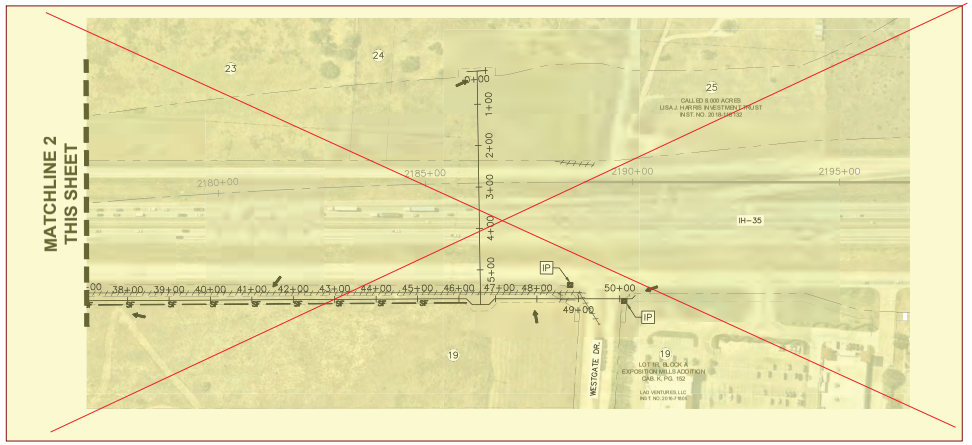
DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
67

K:\FTW_Utilities\061024043-Denton---35--Utility-Relocations\CADD\SHEETS\EROSION--CONTROL.dwg 3/9/2023 12:07 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

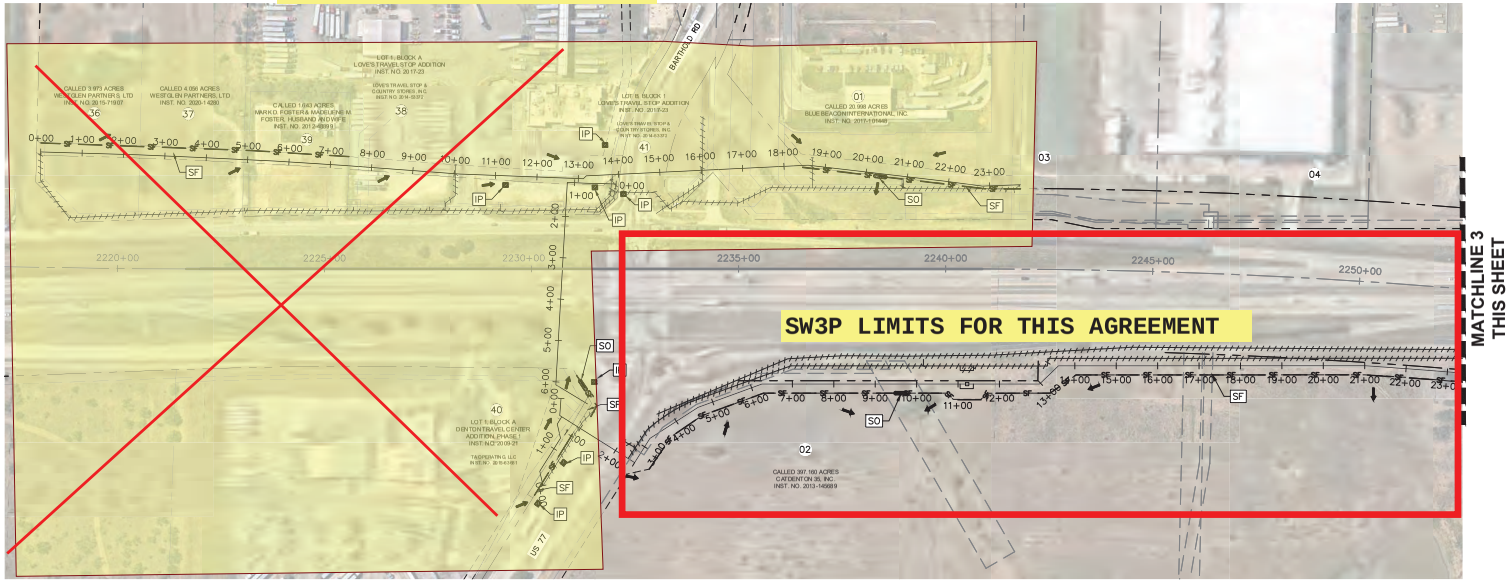


GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

LEGEND

- SF — SILT FENCE RE: A/70
- SO — STONE OVERFLOW STRUCTURE RE: B/70
- IP — INLET PROTECTION RE: C/70
- FLOW ARROW

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091



GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

Kimley»Horn
7200 Bryan Dairy Rd, Suite 3300 Ft. Worth, TX 76132
801 Cherry St, Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

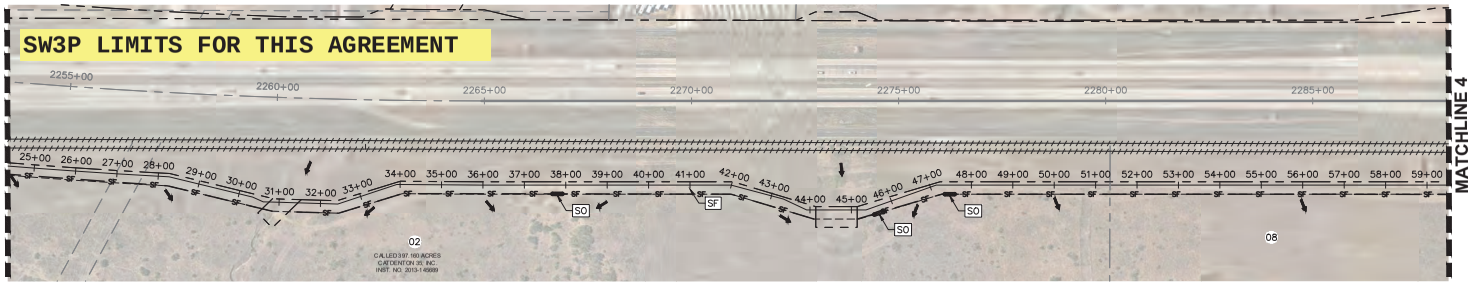
EROSION CONTROL PLAN
(SHEET 2 OF 3)

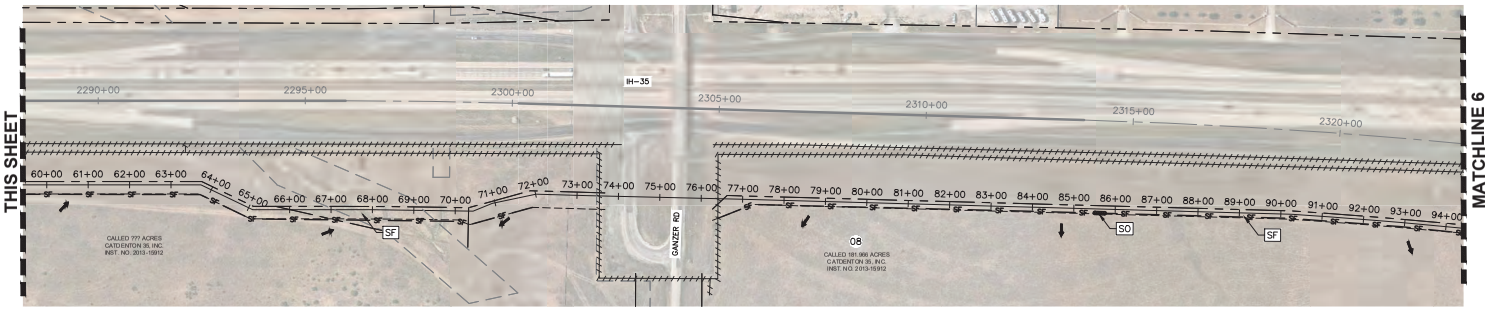
DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

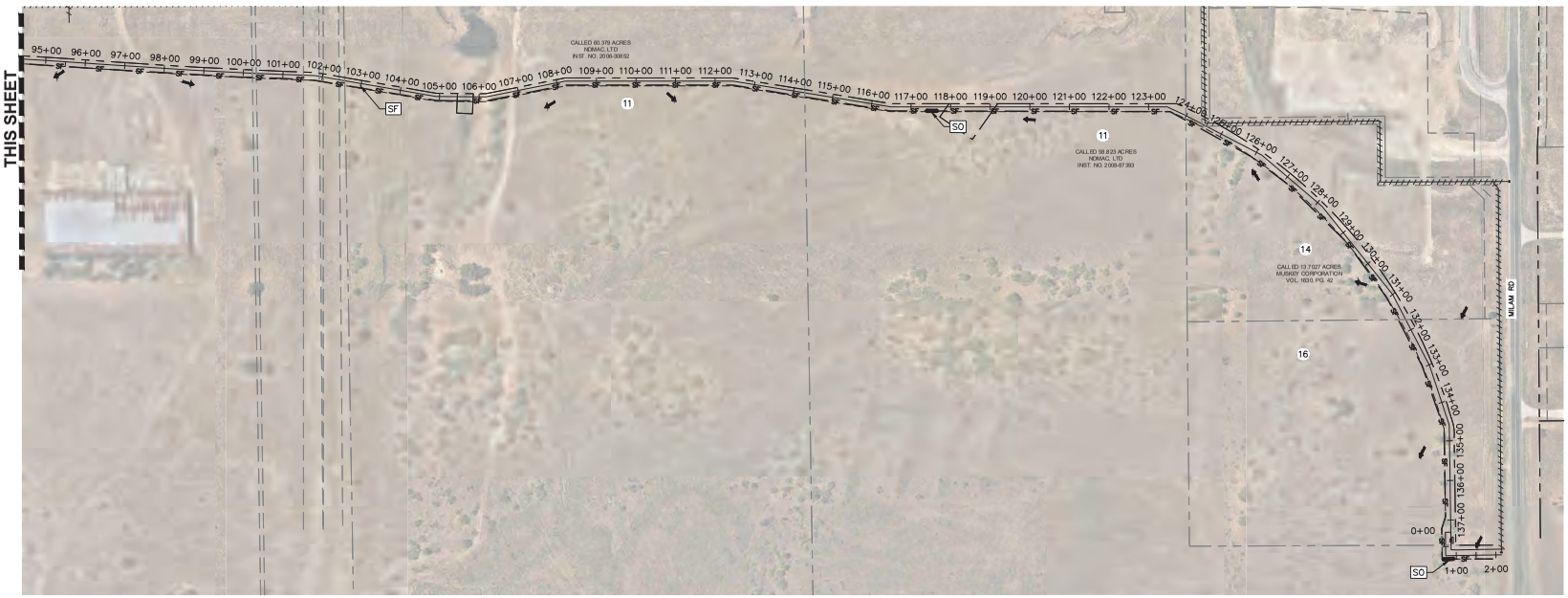
SHEET
68

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\EROSION-CONTROL.dwg 3/9/2023 12:07 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146







NORTH

GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

LEGEND

SF	SF	SILT FENCE RE: A/70
SO		STONE OVERFLOW STRUCTURE RE: B/70
IP		INLET PROTECTION RE: C/70
		FLOW ARROW

Kimley»Horn
7200 Bryan Dairy Rd., Suite 150 Ft. Worth, TX 76132
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
© 2023 Kimley-Horn and Associates

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
GREGORY P. IRWIN
103570
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

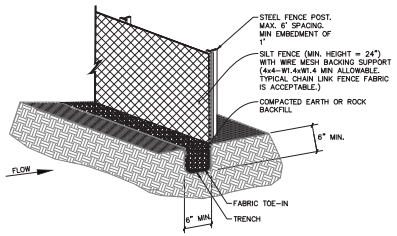
EROSION CONTROL PLAN
(SHEET 3 OF 3)

DATE:	MARCH 2023
DESIGN:	GPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
69

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\EROSION-CONTROL.dwg 3/8/2023 12:07 PM

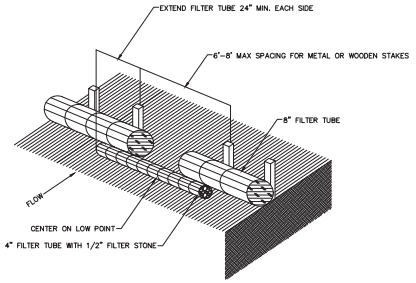
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



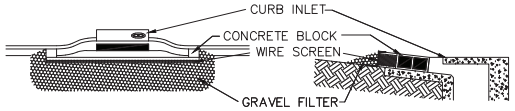
NOTES:

1. POSTS 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.
2. 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. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. 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.
4. 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.
5. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
7. 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.
8. PROVISIONS FOR SILT FENCE CAN BE COMBINED WITH TEMPORARY FENCE IN LOCATION WHERE BOTH ARE REQUIRED.
9. CONTRACTOR SHALL PREPARE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE SPECIFICATIONS.

A 70 SILT FENCE INSTALLATION
SCALE: NOT TO SCALE

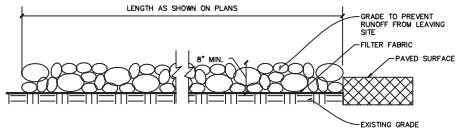


B 70 OVERFLOW STONE STRUCTURE
SCALE: NOT TO SCALE

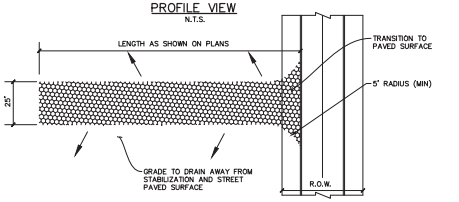


1. PLACE CONCRETE BLOCKS IN A SINGLE ROW IN FRONT OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24"
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER VERTICAL FACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE ANY NON-ERODIBLE MATERIAL SUCH AS LOOSE ROCK, BROKEN CONCRETE THAT WILL SLOW THE FLOW OF THE WATER AND ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

C 70 INLET PROTECTION
SCALE: NOT TO SCALE



PROFILE VIEW
N.T.S.



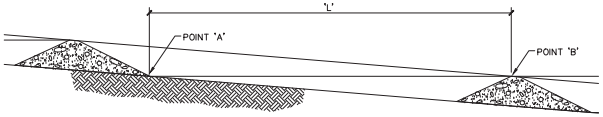
PLAN VIEW
N.T.S.

STABILIZED CONSTRUCTION ACCESS GENERAL NOTES:

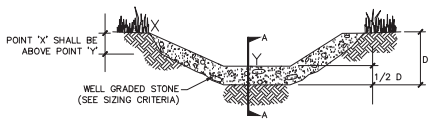
1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.
2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

E 70 CONSTRUCTION ENTRANCE
SCALE: NOT TO SCALE

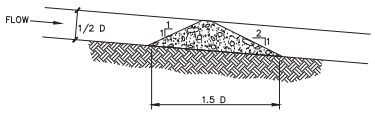
'L' = THE DISTANCE SUCH THAT POINTS 'A' AND 'B' ARE OF EQUAL ELEVATION.



SPACING BETWEEN CHECK DAMS



VIEW LOOKING UPSTREAM



SECTION A-A

ROCK CHECK DAM GENERAL NOTES:

1. STONE SHALL BE WELL GRADED WITH SIZE RANGE FROM 1-½ TO 3-½ INCHES IN DIAMETER DEPENDING ON EXPECTED FLOWS.
2. THE CHECK DAM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE.
3. THE CHECK DAM SHALL BE INSPECTED AS SPECIFIED IN THE SWPPP AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE CHECK DAM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
5. WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED, THE CHECK DAM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

D 70 ROCK CHECK DAM
SCALE: NOT TO SCALE

Kimley»Horn
1700 Pacific Ave, Suite 1600 Dallas, TX 75201
801 Cherry St, Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
STATE OF TEXAS
CHRISTOPHER P. LEWIS
103749
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

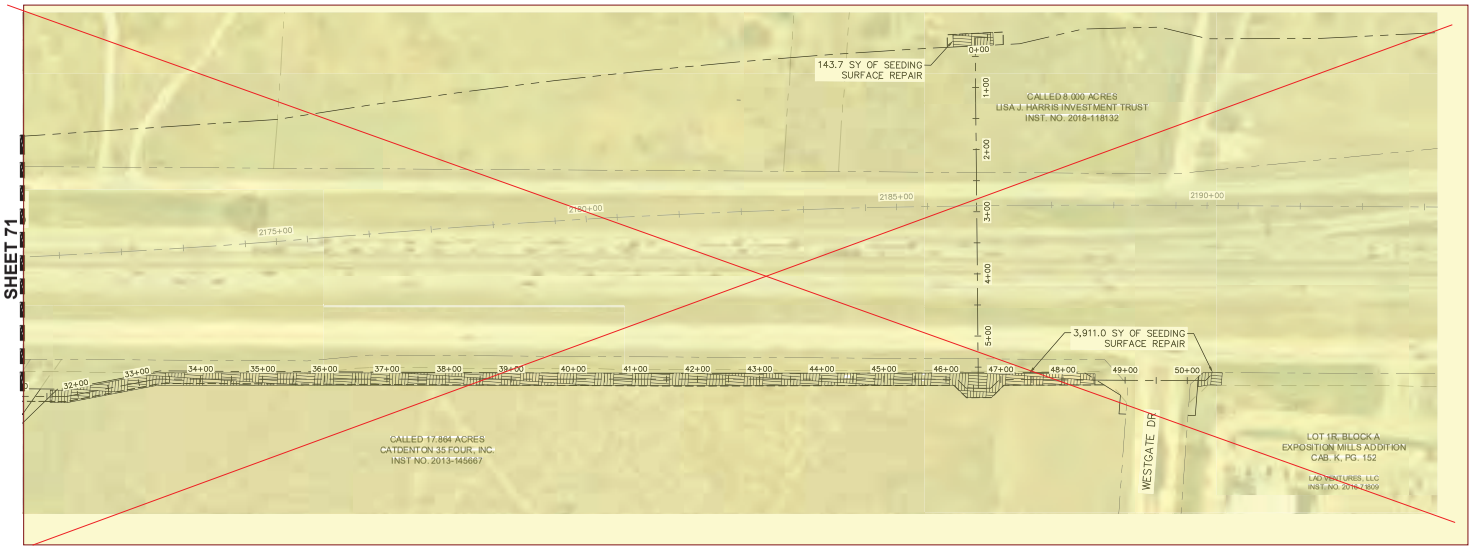
EROSION DETAILS

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

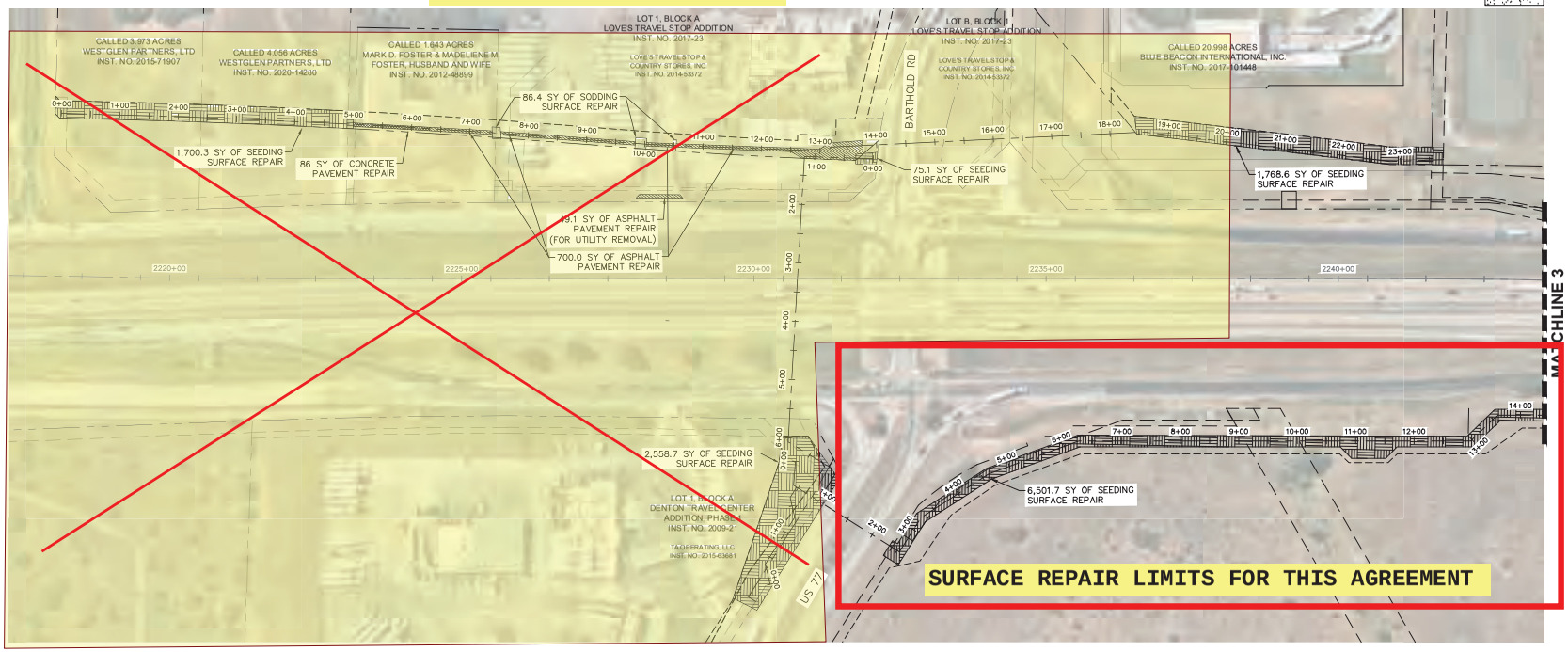
SHEET
70

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\DETAILS.dwg 3/8/2023 12:08 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091





SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS.
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
3. CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT BACK TO BETTER OR SIMILAR CONDITION. GENERALLY, PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE LARGER THAN 12", AND 5-FEET WIDE FOR ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE ABLE TO BE SAW CUT, AND NOT REQUIRED TO REPLACE FULL PANEL.
4. CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE INSTALLATION AND THE PAVING REPAIR BID ITEM QUANTITY.

LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/65)
- CONCRETE PAVEMENT REPAIR (RE: B/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR



Kimley»Horn
TBPE Firm No. 928 2000
801 Cherry St., Suite 2300 Ft. Worth, TX 76102

No.	Revision	By	Date



CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

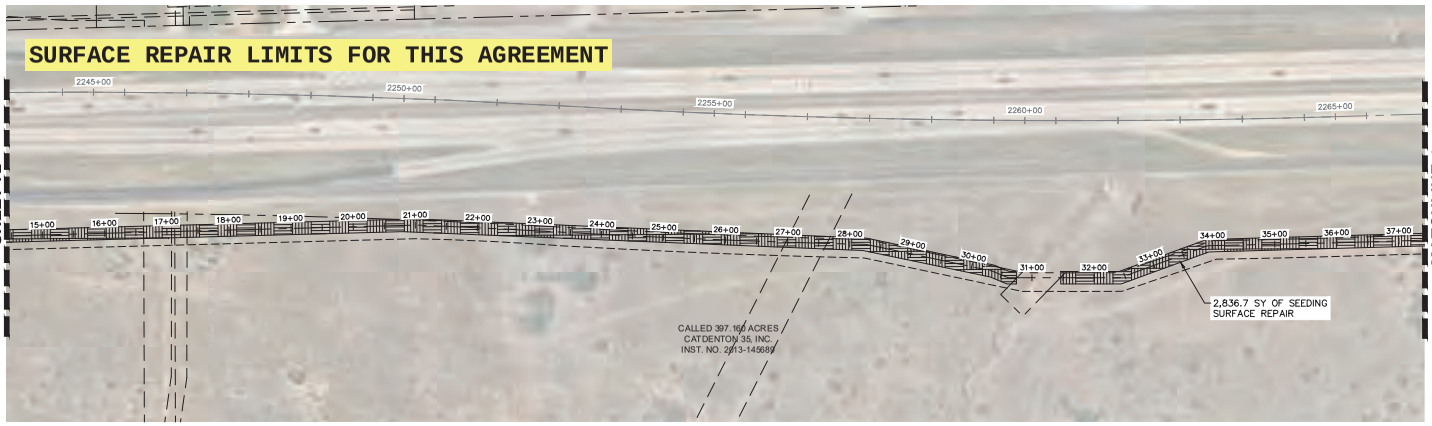
PROPOSED SURFACE REPAIR
(SHEET 2 OF 5)

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
72

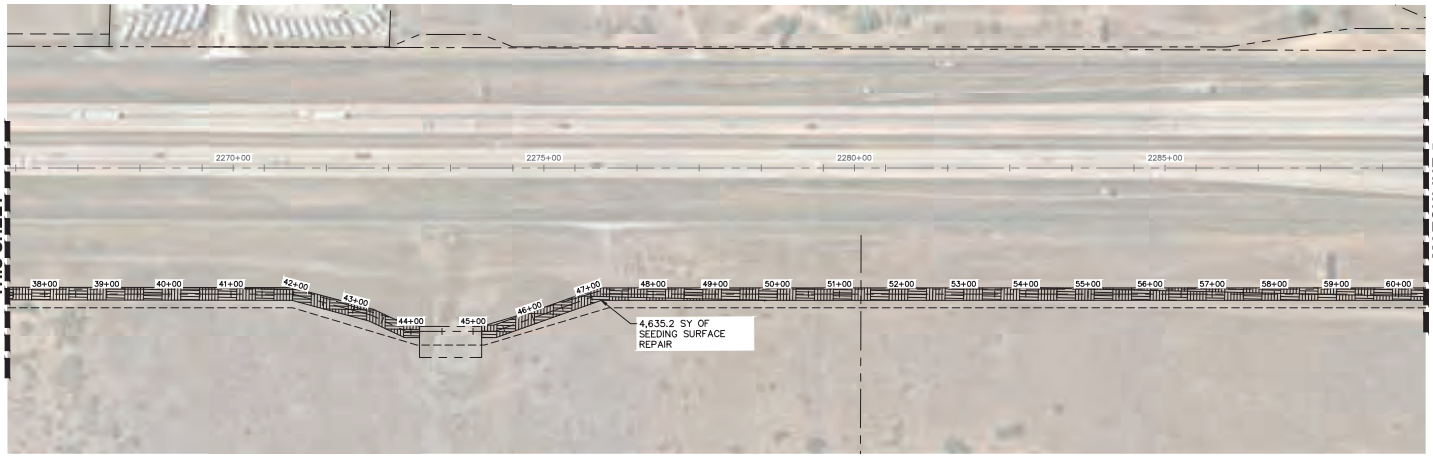
K:\FTW_Utilities\061024043-Denton-I-35-Utility_Relocations\CADD\SHEETS\PAVEMENT-REPAIR.dwg 3/8/2023 12:10 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



MATCHLINE 3 SHEET 72

MATCHLINE 4 THIS SHEET



MATCHLINE 4 THIS SHEET

MATCHLINE 5 SHEET 74



GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=100'

SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS.
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
3. CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT BACK TO BETTER OR SIMILAR CONDITION. GENERALLY, PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE LARGER THAN 12", AND 5-FEET WIDE FOR ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE ABLE TO BE SAW CUT, AND NOT REQUIRED TO REPLACE FULL PANEL.
4. CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE INSTALLATION AND THE PAVING REPAIR BID ITEM QUANTITY.

LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/65)
- CONCRETE PAVEMENT REPAIR (RE: B/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR



GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=100'

Kimley»Horn
TBPE Firm No. 10088 | TBPLS Firm No. 10088
801 Cherry St., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

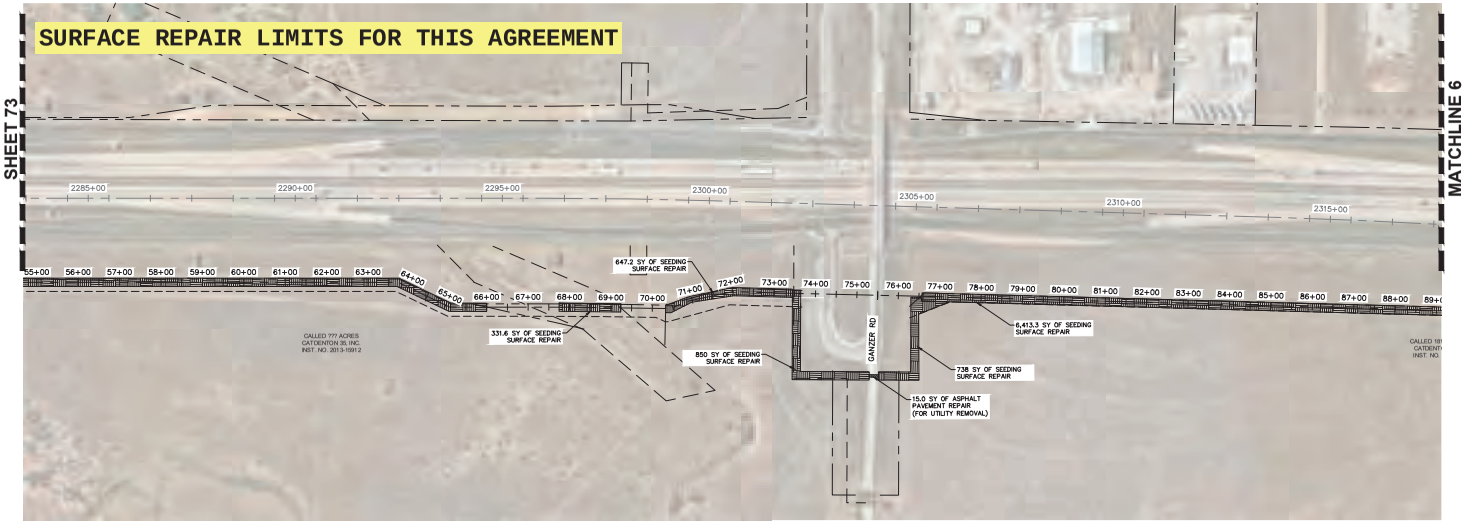
PROPOSED SURFACE REPAIR
(SHEET 3 OF 5)

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
73

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\PAVEMENT-REPAIR.dwg 3/8/2023 12:10 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146







SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS.
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION.
3. CONTRACTORS SHALL PERFORM NEAT SAW CUTS, AND REPLACE DAMAGED PAVEMENT BACK TO BETTER OR SIMILAR CONDITION. GENERALLY, PAVING REPAIR WIDTHS HAVE BEEN ASSUMED AT 6-FEET WIDE FOR PIPE LARGER THAN 12", AND 5-FEET WIDE FOR ALL OTHER PIPES. CONCRETE PAVING ON PRIVATE PROPERTY ARE ASSUMED TO BE ABLE TO BE SAW CUT, AND NOT REQUIRED TO REPLACE FULL PANEL.
4. CURB AND GUTTER RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PIPE INSTALLATION AND THE PAVING REPAIR BID ITEM QUANTITY.

LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/65)
- CONCRETE PAVEMENT REPAIR (RE: B/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR



Kimley»Horn
1700 Pacific Ave., Suite 2000 Ft. Worth, TX 76102
817 335 6511

No.	Revision	By	Date



CITY OF DENTON

IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

PROPOSED SURFACE REPAIR
(SHEET 4 OF 5)

DATE:	MARCH 2023
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024043

SHEET
74

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\PAVEMENT-REPAIR.dwg 3/8/2023 12:10 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



NORTH

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=100'

SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION

LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/65)
- CONCRETE PAVEMENT REPAIR (RE: B/65)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR

Kimley»Horn
TBPE Firm No. 928 2000
801 Cherry St., Suite 2300 Ft. Worth, TX 76102

No.	Revision	By	Date

03/08/2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS
(FROM US-380 TO MILAM)

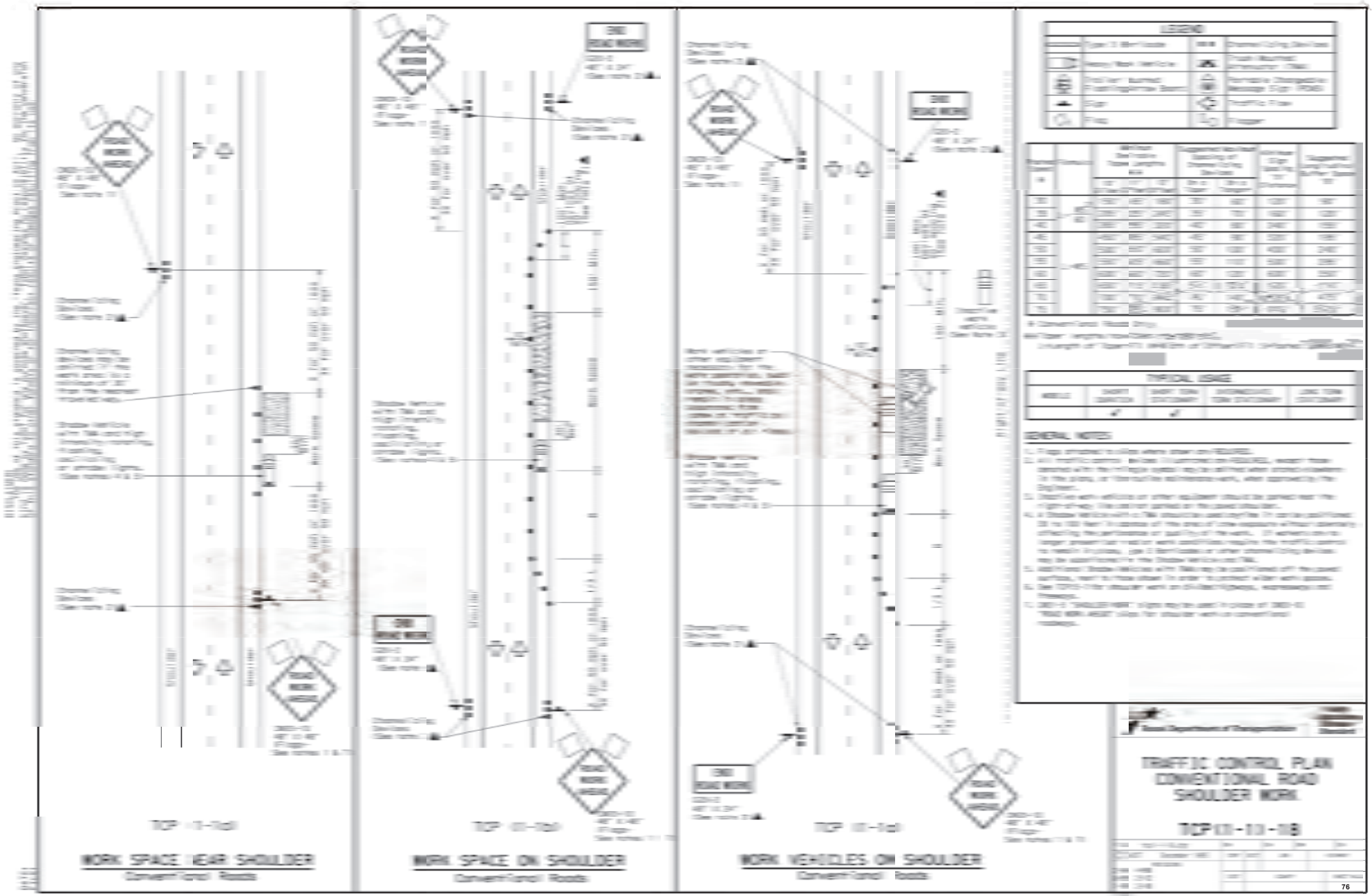
PROPOSED SURFACE REPAIR
(SHEET 5 OF 5)

DATE:	MARCH 2023	
DESIGN:	CPI	
DRAWN:	NDCH	
CHECKED:	JRA	
KHA NO.:	061024043	

SHEET
75

K:\FTW_Utilities\061024043-Denton-I-35-Utility-Relocations\CADD\SHEETS\PAVEMENT-REPAIR.dwg 3/8/2023 12:10 PM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



TCP (1-1a)

WORK SPACE NEAR SHOULDER

Conventional Roads

TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads

TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND

GENERAL NOTES

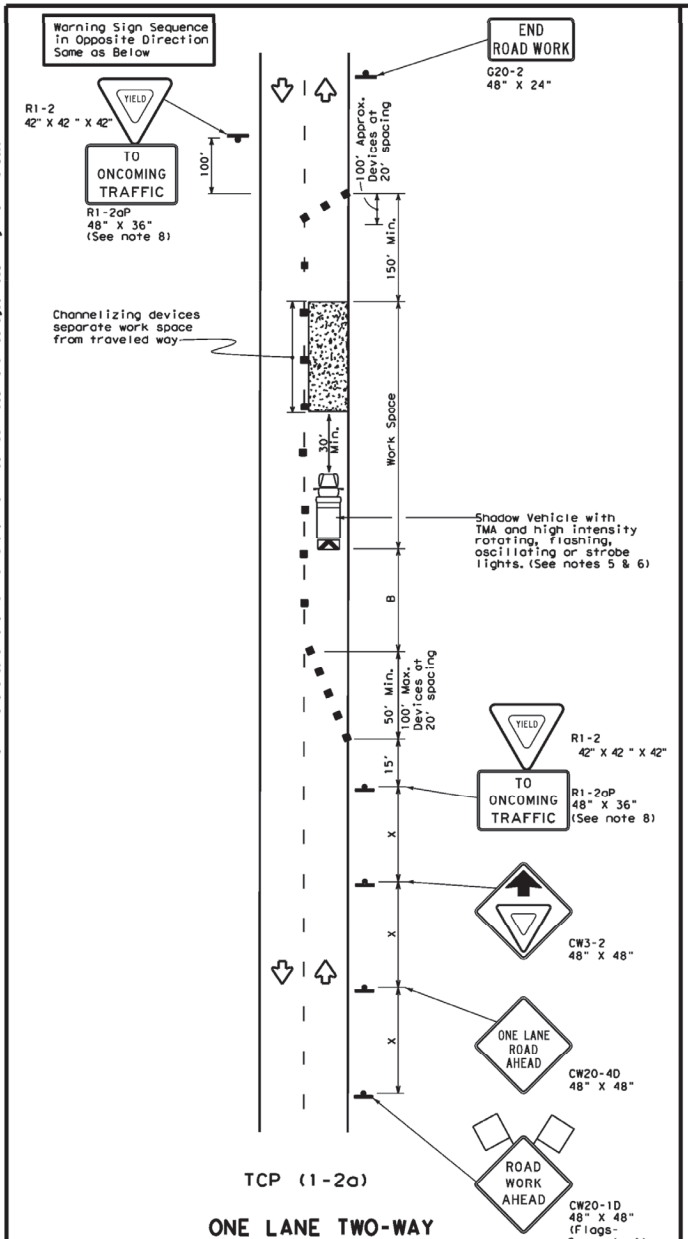
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(1-1)-18

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

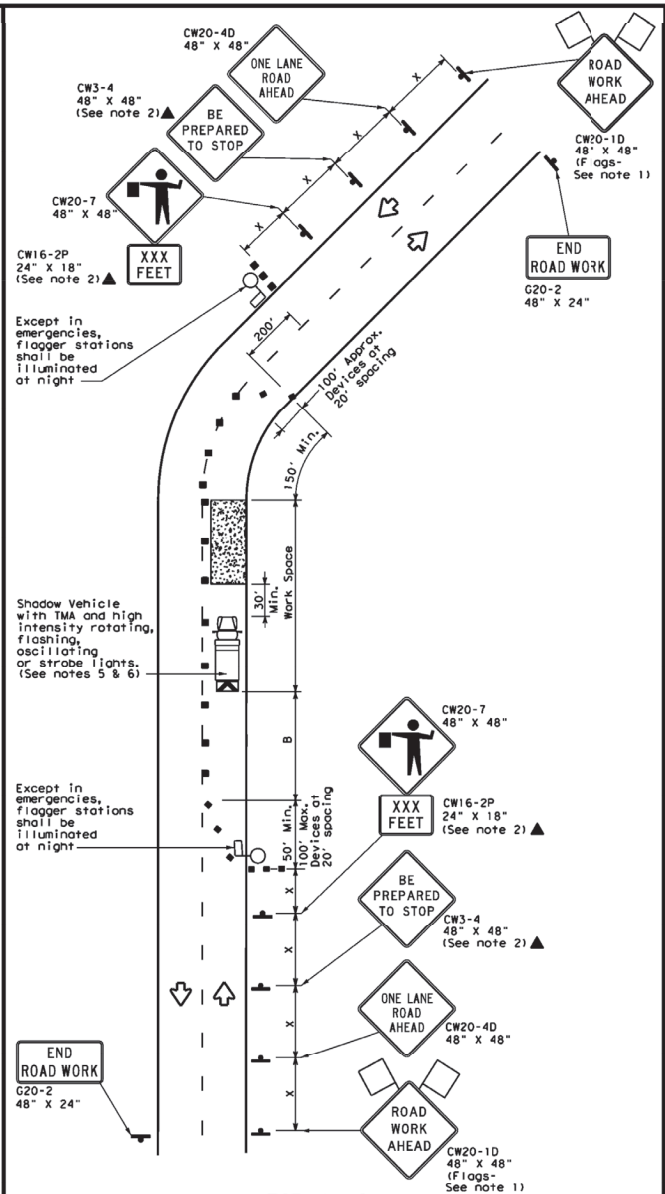
DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98	DIST	COUNTY		SHEET NO.
2-94 2-12				77
1-97 2-18				

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

ELECTRICAL PLAN LEGEND

PS	PRESSURE SWITCH
FIT	FLOW INDICATING TRANSMITTER
T	THERMOSTAT
WP GFCI	20A, 125V, GFI RECEPTACLE IN METAL-CLAD WEATHER PROOF WHILE-IN-USE COVER
XXX-XXX	CONDUIT MARKER (SEE CONDUIT SCHEDULE THIS SHEET)

ONE-LINE DIAGRAM LEGEND

OS	OILER SOLENOID		INDICATING LIGHT (COLOR AS SHOWN: G=GREEN, R=RED, A=AMBER, B=BLUE, W=WHITE
TIT	TEMPERATURE INDICATING TRANSMITTER	HOA	HAND-OFF-AUTO SWITCH
LS	LOCAL LOCK STOP	OA	OFF-AUTO SWITCH
TS	TEMPERATURE SWITCH		
VS	VIBRATION SWITCH		
SSOL	SOLID STATE OVERLOAD		SOLID STATE REDUCED VOLTAGE STARTER

CONTROL DIAGRAM LEGEND

OL	MOTOR OVERLOAD
ETM	ELAPSED TIME METER
	INDICATING LIGHT - LED TYPE - PUSH-TO-TEST (COLOR AS SHOWN: G=GREEN, R=RED, A=AMBER, B=BLUE, W=WHITE
	MOTOR SPACE HEATER
	CONTROL PANEL SWING-OUT PANEL
	ITEM LOCATED ON SCADA PANEL SWING-OUT PANEL

ABBREVIATIONS

NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
N; NEU - NEUTRAL
NG - NEUTRAL/GROUND BOND
NTS - NOT TO SCALE
OC - OFF CENTER
OL - OVERLOAD
P - POLES
PFCC - POWER FACTOR CORRECTION CAPACITOR
PROP - PROPOSED
PVC - POLYVINYL CHLORIDE
GFCI - GROUND FAULT CIRCUIT INTERRUPTER

GENERAL NOTES:

5. VERIFY BY FIELD INVESTIGATION THE LOCATIONS OF ALL UTILITY FACILITIES WITHIN AND ADJACENT TO THE LIMITS OF THE WORK THAT MAY BE AFFECTED BY THE WORK. CONFLICTS WHICH ARISE DUE TO THE NEGLIGENCE OF THE CONTRACTOR TO LOCATE, HORIZONTALLY AND VERTICALLY, EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL RECEPTACLES INSTALLED OUTDOORS AND INDOOR RECEPTACLES MARKED AS "WPWIU" ON THE PLANS SHALL BE GFI TYPE WITH METAL WEATHERPROOF WHILE-IN-USE COVERS

LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER & MODEL NUMBER	VOLTAGE	INPUT POWER	MOUNTING	LAMP NO.	LAMP TYPE	REMARKS
A	HUBBELL INDUSTRIAL LIGHTING VTC-5K-G-U-W2-G	120	27W	WALL MOUNT	1	LED	SEVERE LOCATION W/GLOBE GUARD

SPECIAL DEVICE SCHEDULE

ITEM	DESCRIPTION
AT	YAGI ANTENNA - LAIRD PC9010N 10 ELEMENT YAGI
FM	FLOW METER - WATER SPECIALTIES TM-02D, 150 PSI AWWA CLASS II TURBINE METER, FLANGED ENDS, BRONZE HEAD, MAGNETIC DRIVE, LEAK DETECTOR HAND, INTEGRAL STRAINER AND TUBE, RANGER 50 GPM TO 2000 GPM, MAX HEAD LOSS OF 5.1 PSI AT 2000 GPM INCLUDING STRAINER. REMOTE MOUNTING KIT FOR TR-28 INDICATOR AND TOTALIZER TRANSMITTER.
FS	FLOAT SWITCH - DIRECT ACTING FLOAT SWITCH WITH 50 FOOT CABLE - SIEMENS MODEL 9G OR ANCHOR SCIENTIFIC ROTO-FLOAT-SST. PROVIDE CAST-IRON ADJUSTABLE WEIGHT FOR EACH FLOAT.
PGS	SYSTEM PRESSURE GAUGE - ASHCROFT 0-100 PSI, 4.5" FACE, MODEL NO. 451379S
PTS	PRESSURE TRANSMITTER - ROSEMOUNT MODEL #2088G2S2BA1M5 0-150 PSI MAX WTH INTERNAL LCD OUTPUT OR APPROVED FORXBORO OR ENDRESS-HAUSER EQUAL
PWS	24 VDC POWER SUPPLY WITH UPS - PHOENIX CONTACT TRIO SERIES W/QUINT-BAT - SIZE POWER SUPPLY FOR 50% GREATER THAN LOAD AND BATTERY FOR 15 MIN
RD1	RADIO - AS REQUIRED BY UTRWD
RTU	PROGRAMMABLE LOGIC CONTROLLER -AS REQUIRED BY UTRWD
SP1	SURGE PROTECTION DEVICE - UL 1449, STATUS INDICATING LIGHTS, MOV TYPE SURGE ARRESTOR, RATED 50,000 AMPS PROTECTION MINIMUM
SP2	SURGE PROTECTIVE DEVICE - UL 1449 4TH EDITION, NOMINAL 120V, DIN RAIL MOUNTED; PHOENIX CONTACT MODEL PT2-PE/S-120 AC/FM PART #2856812 APPROVED EQUAL
SS	SIGNAL SPLITTER/ISOLATOR - ACROMAG 600T SERIES, SINGLE INPUT WITH DUAL ISOLATED OUTPUT, POWERED, -25° TO 75°C AMBIENT TEMP, MODEL NO. 633T, PROVIDE POWER SUPPLY AS NEEDED

Kimley»Horn

Date

JON-PAUL A. DIXON 112808 LICENSED PROFESSIONAL ENGINEER February 24, 2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS

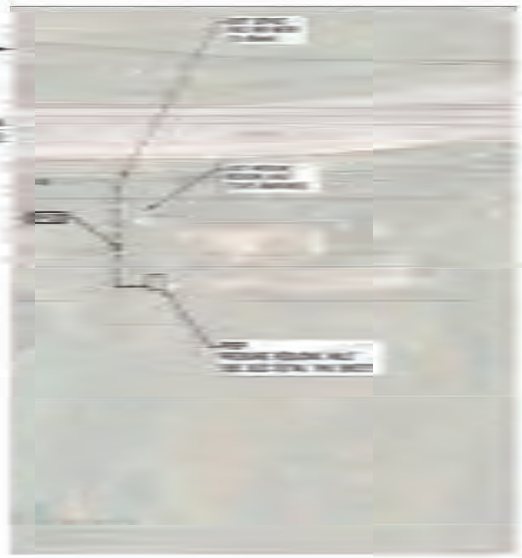
ELECTRICAL LEGEND, SCHEDULES, & NOTES

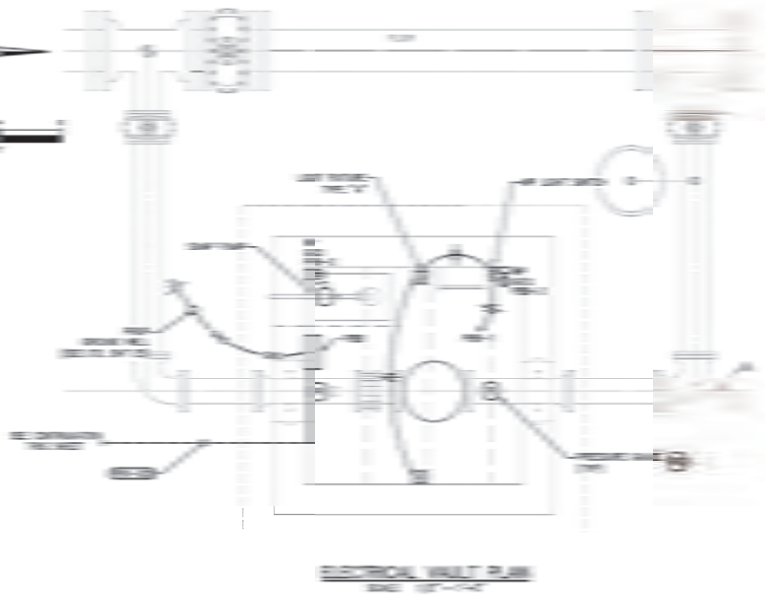
DATE: FEBRUARY 2023
DESIGN: JAD
DRAWN: TAD
CHECKED: JAD
KHA NO.: 061024043

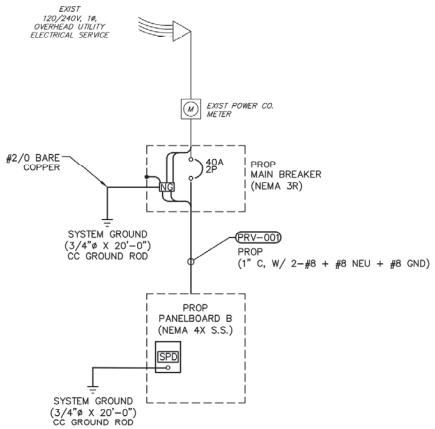
SHEET
E1

P:\Projects\148-Kimley-Horn\001-City of Denton I-35 Utility Relocations\03 CAD\148-0014 Elec\dwg 2/22/2023 5:45 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146







ONE-LINE DIAGRAM
NOT TO SCALE

PANELBOARD "B"

(L-L) VOLT: 240 V **BUSS:** 50 A
(L-N) VOLT: 120 V **MCB:** 40 A
PHASE: 1 Ø **MLO:** N/A
WIRE: 3-W

ENCLOSURE: NEMA 4X S.S.
LOCATION: PR VAULT
SURGE PROTECTOR: N/A
KAIC: 14 KA

DESCRIPTION	LOAD (VA)	BRKR	CKT	A	B	CKT	BRKR	LOAD (VA)	DESCRIPTION
VAULT LIGHTS	500	20/1	1	A		2	20/1	750	SUMP PUMP
VAULT RECEPTACLE	500	20/1	3		B	4	20/1	-	SPARE
SPARE	-	20/1	5	A		6	20/1	-	SPARE
SPARE	-	20/1	7		B	8	20/1	-	SPARE

CONNECTED LOAD
PHASE A: 1,250 VA 10.4 A
PHASE B: 500 VA 4.2 A
TOTAL LOAD: 1,750 VA 7.3 A

NOTE:
ADJUST CIRCUITS TO BALANCE PANEL. CONNECTED LOAD IS ESTIMATED FROM AVAILABLE INFORMATION. TOTAL LOAD CALCULATION ASSUMES BALANCED

NOTES:

1. ALL LIGHTING WIRING SHALL BE #12 WITH A #12 GND IN A 3/4" RIGID ALUMINUM CONDUIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CONDUCTORS AS REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.
2. ALL RECEPTACLE WIRING SHALL BE A MINIMUM 3/4" RIGID ALUMINUM CONDUIT, W/2-#12+ #12 GND.
3. ALL MOUNTING HARDWARE SHALL BE 304L STAINLESS STEEL.
4. THE CONTRACTOR SHALL PROVIDE AND SIZE ALL PULL BOXES, JUNCTION BOXES, MAN HOLES, ETC AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.
5. MOUNT LIGHT FIXTURE NEAR TOP OF VAULT TO THE CENTER LINE.
6. MOUNT LIGHT SWITCH AND RECEPTACLE NEAR TOP OF VAULT, ADJACENT TO LADDER. CONDUITS SHALL NOT OBSTRUCT LADDER ACCESS.
7. GROUND LADDER AND ALL OTHER METAL PARTS PER THE NATIONAL ELECTRICAL CODE.

Kimley»Horn

CITY OF DENTON
IH-35 UTILITIES

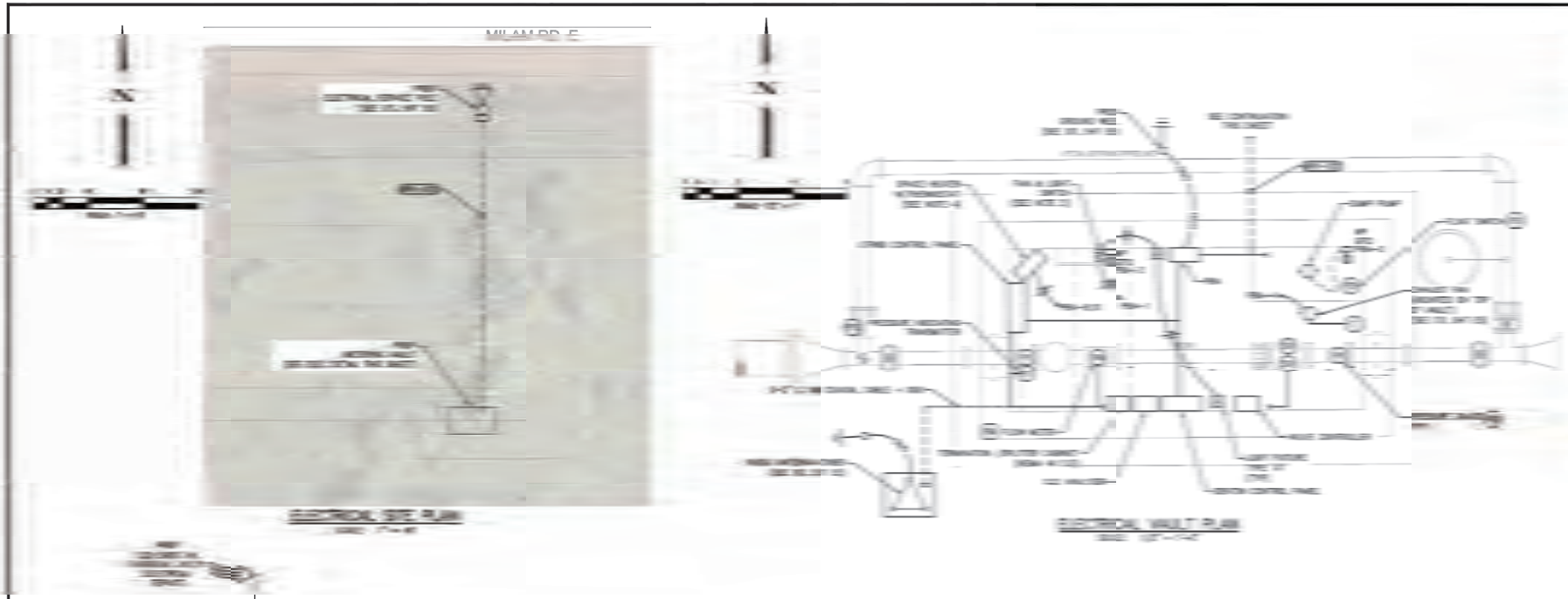
ELECTRICAL PRESSURE REDUCING VAULT PLAN

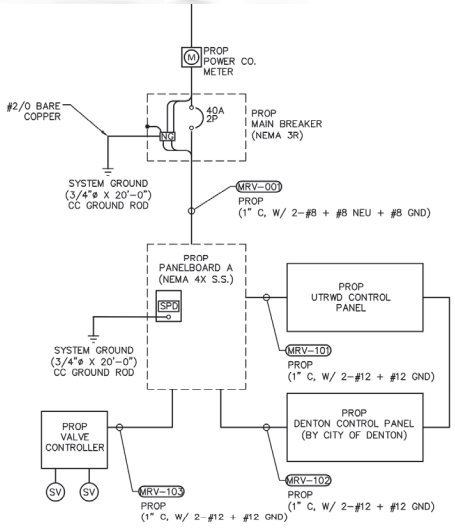
DATE: FEBRUARY 2023
DESIGN: JMD
DRAWN: TAD
CHECKED: JMD
KHA NO.: 061024043

SHEET
E2

P:\Projects\148-Kimley-Horn\001-City of Denton I-35 Utility Relocations\03 CAD\148-2014 Elec Dwg 2/22/2023 5:45 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146





ONE-LINE DIAGRAM

NOT TO SCALE

PANELBOARD "A"

(L-L) VOLT: 240 V **BUSS:** 100 A **ENCLOSURE:** NEMA 4X S.S.
(L-N) VOLT: 120 V **MCB:** 60 A **LOCATION:** METER VAULT
PHASE: 1 Ø **MLO:** N/A **SURGE PROTECTOR:** N/A
WIRE: 3-W **KAIC:** 14 KA

DESCRIPTION	LOAD (VA)	BRKR	CKT	A	B	CKT	BRKR	LOAD (VA)	DESCRIPTION
VAULT LIGHTS	500	20/1	1	A		2	20/1	750	VALVE CONTROLLER
VAULT RECEPTACLE	500	20/1	3		B	4	20/1	800	EXUAST FAN
UTRWD CONTROL PANEL	500	20/1	5	A		6	20/1	500	DENTON CONTROL PANEL
SUMP PUMP	750	20/1	7		B	8	30/2	1,000	SPACE HEATER
CL ANALYZER	250	20/1	9	A		10			SPACE HEATER
SPARE		20/1	11		B	12	20/1		SPARE

CONNECTED LOAD
PHASE A: 2,250 VA 18.8 A
PHASE B: 3,300 VA 27.5 A
TOTAL LOAD: 5,550 VA 23.1 A

NOTE:
ADJUST CIRCUITS TO BALANCE PANEL. CONNECTED LOAD IS ESTIMATED FROM AVAILABLE INFORMATION. TOTAL LOAD CALCULATION ASSUMES BALANCED

NOTES:

1. ALL LIGHTING WIRING SHALL BE #12 WITH A #12 GND IN A 3/4" RIGID ALUMINUM CONDUIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CONDUCTORS AS REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.
2. ALL RECEPTACLE WIRING SHALL BE A MINIMUM 3/4" RIGID ALUMINUM CONDUIT, W/2-#12+ #12 GND.
3. PROVIDE A DOUBLE POLE SINGLE THROW MOTOR RATED SNAP SWITCH CONNECT ONE POLE TO THE LIGHTS AND THE OTHER POLE TO THE EXHAUST FAN. MOUNT SWITCH NEAR THE TOP OF THE METER VAULT AT ACCESS HATCH.
4. PROVIDE UNIT SPACE HEATER MOUNTED AT TOP OF VAULT. 240V, 1PH, 3KW INDEECO TRIAD MODEL 234-U11N-0030J OR EQUAL. INCLUDE BUILT-IN THERMOSTAT CONTROL, FUSES, AND CONTACTOR.
5. THE CONTRACTOR SHALL PROVIDE AND SIZE ALL PULL BOXES, JUNCTION BOXES, MAN HOLES, ETC AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.
6. MOUNT LIGHT FIXTURE NEAR TOP OF VAULT TO THE CENTER LINE.
7. MOUNT LIGHT SWITCH AND RECEPTACLE NEAR TOP OF VAULT, ADJACENT TO LADDER. CONDUITS SHALL NOT OBSTRUCT LADDER ACCESS.
8. GROUND LADDER AND ALL OTHER METAL PARTS PER THE NATIONAL ELECTRICAL CODE.

Kimley»Horn

Date

CITY OF DENTON
IH-35 UTI

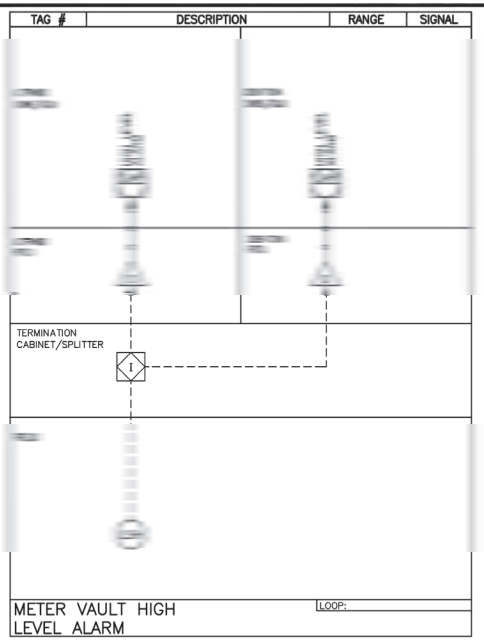
ELECTRICAL METER
VAULT PLAN

DATE: FEBRUARY 2023
DESIGN: JAD
DRAWN: TAD
CHECKED: JAD
KHA NO.: 061024043

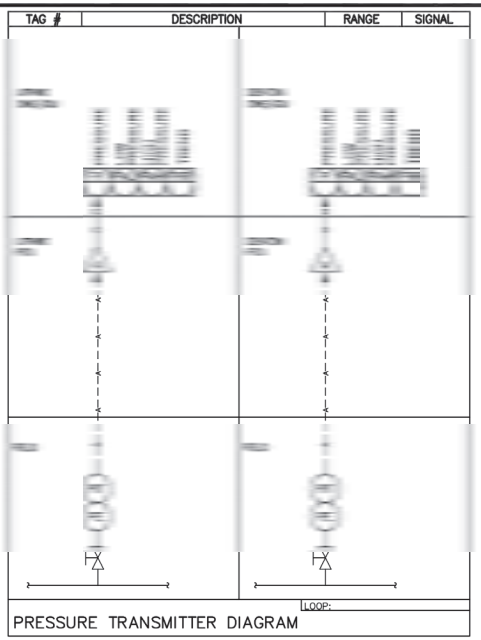
SHEET
E3

P:\Projects\148-Kimley-Horn\001-City of Denton I-35 Utility Relocations\03 CAD\148-3014 Elec\dwg 2/22/2023 5:48 AM

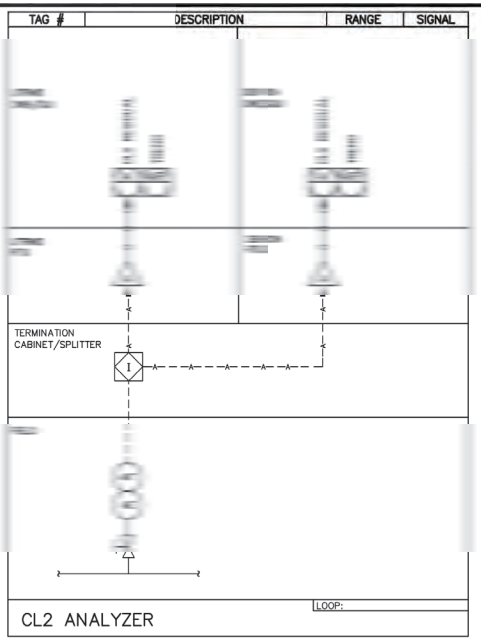
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



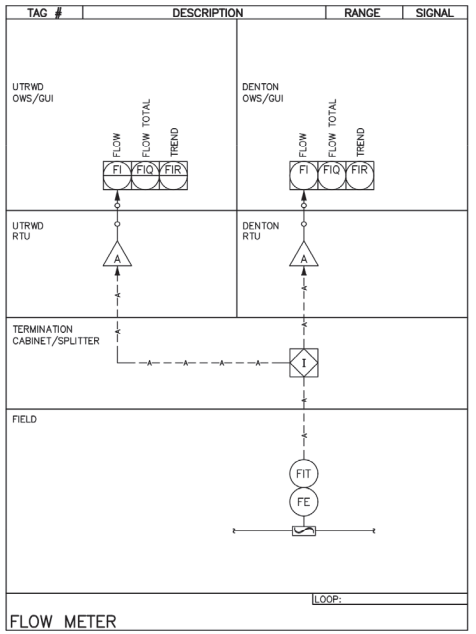
METER VAULT HIGH LEVEL ALARM



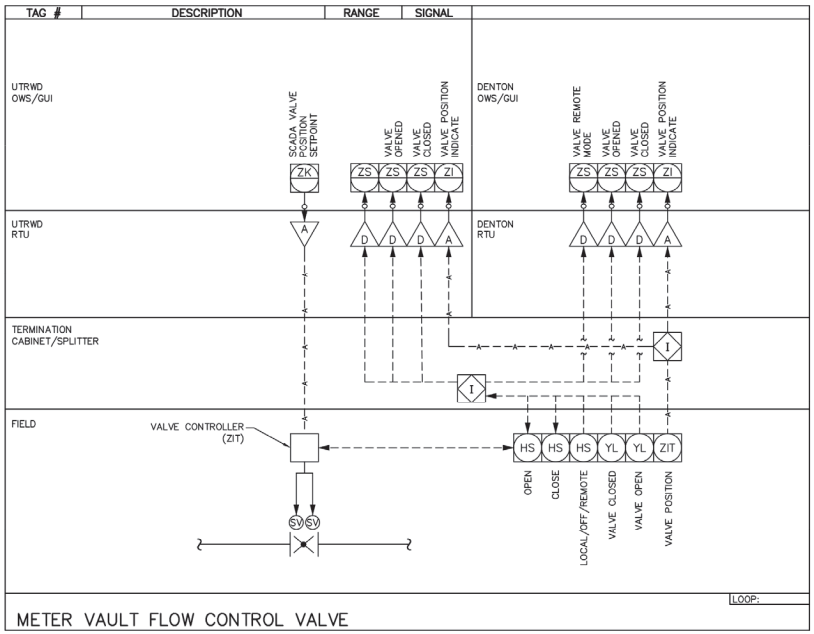
PRESSURE TRANSMITTER DIAGRAM



CL2 ANALYZER



FLOW METER



METER VAULT FLOW CONTROL VALVE

Kimley»Horn

No.	Date

JON-PAUL A. DIXON
112808
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF TEXAS
February 21,2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS

ELECTRICAL CONTROL DIAGRAMS SHEET

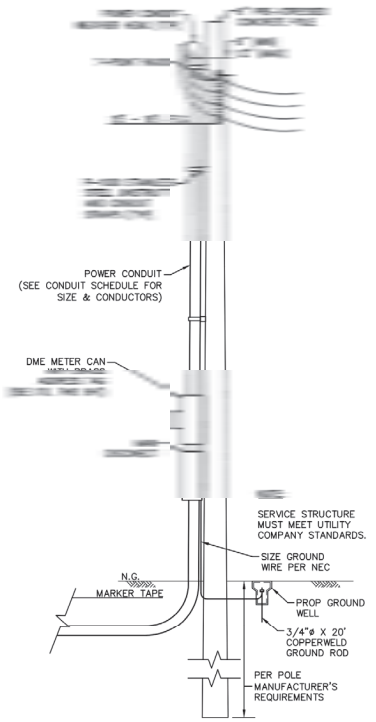
DATE:	FEBRUARY 2023	JAD
DESIGN:		TAD
DRAWN:		JAD
CHECKED:		
KHA NO.:	061024043	

SHEET

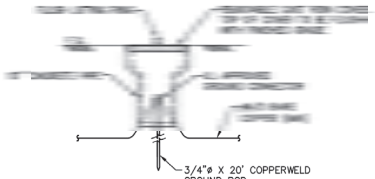
E4

P:\Projects\148-Kimley-Horn\001-City of Denton I-35 Utility Relocations\03 CAD\148-3014 Elec.dwg 2/22/2023 5:48 AM

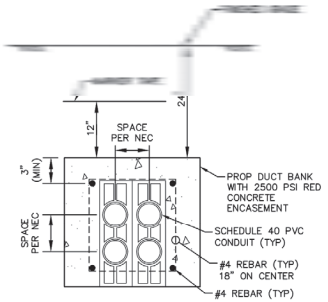
DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



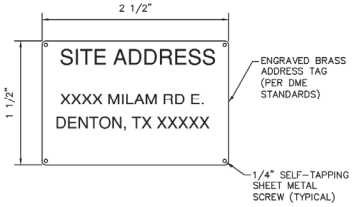
SERVICE POLE DETAIL
NOT TO SCALE



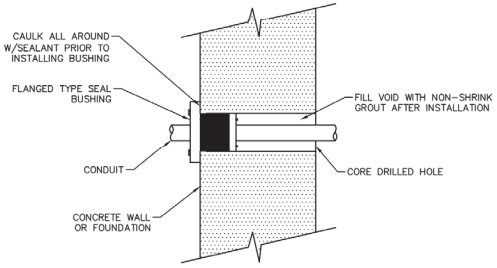
GROUND WELL DETAIL
NOT TO SCALE



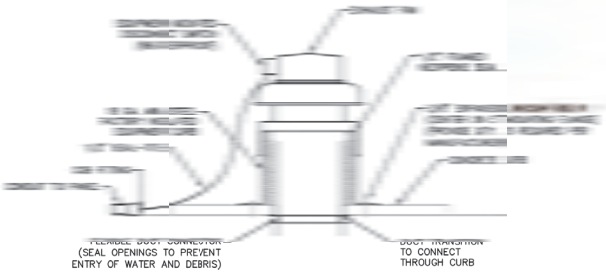
TYPICAL DUCT BANK CONSTRUCTION
NOT TO SCALE



ADDRESS TAG DETAIL
NOT TO SCALE

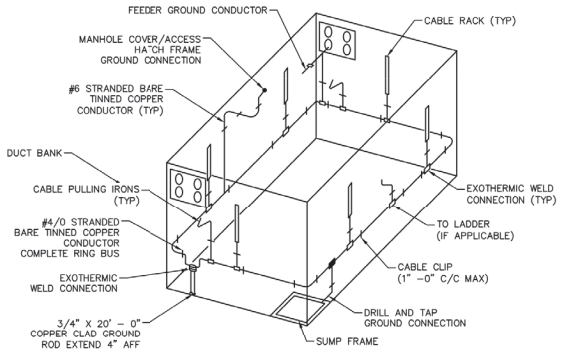


STRUCTURES ABOVE OR BELOW GRADE
WATERTIGHT CONDUIT PENETRATION
NOT TO SCALE



FAN SCHEDULE							
MARK	MANUFACTURER & MODEL NUMBER	CFM	VOLTAGE	HP	RPM	MAX. SONES	REMARKS
EF-1	GREENHECK G-090-VG	400	120	0.25	1725	5.9	SEE NOTES

EXHAUST FAN DETAIL
NOT TO SCALE



GENERAL NOTES:

1. ALL CONNECTIONS TO METAL PART SHALL BE #6 STRANDED BEAR TINNED COPPER CONDUCTOR UNLESS NOTED OTHERWISE.
2. ALL GROUNDING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE ARTICLE 250.

MANHOLE/VAULT GROUNDING DETAIL
NOT TO SCALE

Kimley»Horn

Date

JON-PAUL A. DIXON 112808 LICENSED PROFESSIONAL ENGINEER February 21, 2023

CITY OF DENTON
IH-35 UTILITY RELOCATIONS

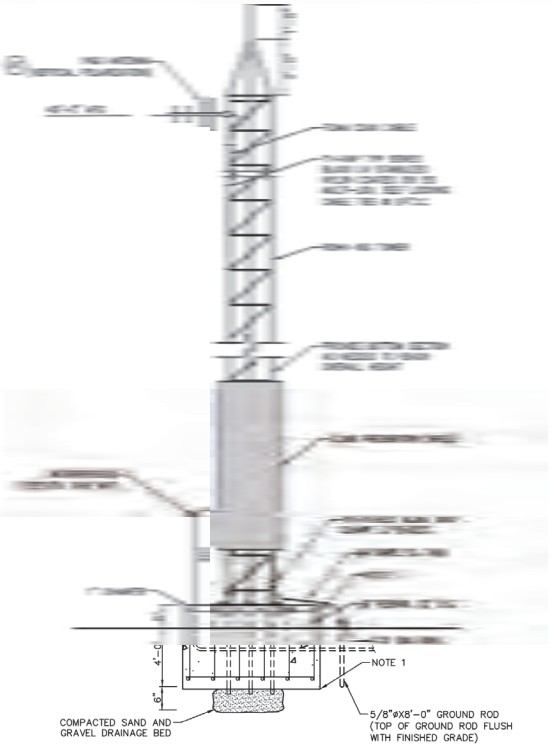
ELECTRICAL DETAILS
SHEET 1

DATE:	FEBRUARY 2023	
DESIGN:	JAD	
DRAWN:	TAD	
CHECKED:	JAD	
KHA NO.:	061024043	

SHEET
E5

P:\Projects\148-Kimley-Horn\001-City of Denton I-35 Utility Relocations\03 CAD\148-3014 Elec\dwg 2/22/2023 5:48 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146



TOWER HEIGHT	ROHN MODEL	CONCRETE BASE
50'	45G	5'-3" SQ.

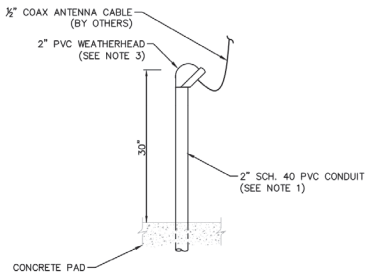
NOTES:

1. ANTENNA BASE SHALL BE CLASS A, 4,000PSI CONCRETE AND CONSTRUCTED AS SHOWN. SEE TABLE FOR DIMENSION.
2. GROUND ANTENNA AND ENCLOSURE.
3. ALL ANTENNA CABLE CONDUIT SHALL HAVE 36" LONG RADIUS BENDS.
4. PROVIDE LIGHTNING ROD TO THE TOP OF THE TOWER, AND GROUND CONDUCTORS DOWN THE TOWER TO A GROUND GRID.
5. TOWERS SHALL BE RATED AT 90 MPH WINDS AND TOWER TYPE SHALL DEPEND ON THE HEIGHTS BY MANUFACTURER RECOMMENDATIONS AND SHALL INCLUDE LOADS IMPOSED BY 1/2" ICE. TOWER MANUFACTURER SHALL BE ROHN OR APPROVED EQUAL.
6. ALL TOWER ASSEMBLY BOLTS ARE TO BE INSERTED OUT AND/OR UP (IE: WITH NUTS AND PAL NUTS ON OUTSIDE OF TOWER FACE AND/OR ON TOP OF FLANGE PLATES) UNLESS PROHIBITED BY LACK OF CLEARANCE.
7. ALL ASSEMBLY AND ANCHOR BOLTS ARE TO BE TIGHTENED IN ACCORDANCE WITH ANSI/EIA-222-D SECTION 1.1.3.2. – (WHERE HIGH-STRENGTH BOLTS ARE USED FOR BEARING-TYPE CONNECTIONS, AS A MINIMUM, THE BOLTS ARE USED FOR BEARING -TYPE CONNECTIONS, AS A MINIMUM, THE BOLTS SHALL BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN THE AUGUST 14, 1980, AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OF A490 BOLTS").
8. FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
9. CAUTION: DO NOT OVER-TORQUE! GALVANIZING ON BOLTS, NUTS AND STEEL PARTS MAY ACT AS A LUBRICANT, THUS OVER-TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK OR SNAP OFF.

ANTENNA TOWER DETAIL
NOT TO SCALE







NOTES:

1. ALL ANTENNA CABLE CONDUIT SHALL HAVE 36" LONG RADIUS BENDS
2. TYPICAL FOR BOTH SOURCE AND DESTINATION ENDS OF CONDUIT.
3. DO NOT GLUE WEATHERHEAD TO PVC CONDUIT.

ANTENNA CABLE WEATHERHEAD
NOT TO SCALE

Kimley»Horn

CITY OF DENTON
IH-35 UTI

ELECTRICAL DETAILS
SHEET 2

DATE:	FEBRUARY 2023
DESIGN:	JAD
DRAWN:	TAD
CHECKED:	JAD
KHA NO.:	061024043

SHEET
E6

P:\Projects\148-Kimley-Horn\001-City of Denton I-35 Utility Relocations\03 CAD\148-2014 Elec\dwg 2/22/2023 5:48 AM

DocuSign Envelope ID: 2747E5F4-8C3D-4286-AB35-B03FD9236146

GENERAL NOTES

[illegible]

[illegible]

[illegible]

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Utility Adjustment for TxDOT Project

TXDOT STANDARD
SUA ESTIMATE
7/2020

City of Denton
IH 35
RCSJ 0195-02-079, CCSJ 0195-02-074

Utility ID#: U00017637
UNUMBER: N/A

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" items

Line Item / Item Description	Unit	Quantity	$/Unit	Total
* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.				
Line Item / Item Description	**Unit**	**Quantity**	**$/Unit**	**Total**
External Labor Costs - documented with Invoices and / or checks				
Lowest Bidder for Construction Contract (Mountain Cascade)		1	$6,656,628.00	$ 6,656,628.00
			SUBTOTAL	$ 6,656,628.00
			LABOR SUBTOTAL	$ 6,656,628.00
Line Item / Item Description	**Unit**	**Quantity**	**$/Unit**	**Total**
INTERNAL ENGINEERING - Costs Documented with Certified Ledger at payment.				
Staff Time (additional hourly backup provided)		1	$284,862.86	$ 284,862.86
		0	$0.00	$ -
			SUBTOTAL	$ 284,862.86
			INTERNAL COSTS SUBTOTAL	$ 284,863
EXTERNAL ENGINEERING - Cost documented with INVOICES and / or CHECKS				
Kimley-Horn and Associates (Contracts provided)		1	$529,558.11	$ 529,558.11
		0	$0.00	$ -
		0	$0.00	$ -
			SUBTOTAL	$ 529,558.11
			Engineering / Administration / Inspection SUBTOTAL	$ 529,558.11
REPLACEMENT EASEMENT COMPENSATION - following Quit Claim / Eligibility % Applied				
See Summary Table		1	$600,613.50	$ 600,613.50
		0	$0.00	$ -
			SUBTOTAL	$ 600,613.50
			EASEMENT COMPENSATION SUBTOTAL	$ 600,613.50

SUMMARY:

GROSS REIMBURSABLE TO UTILITY			$ 8,071,662.47
SALVAGE and or Depreciation CREDIT			$ -
ELIGIBILITY RATIO	100.00%	Ratio Deduction	$ -
BETTERMENT RATIO	0.00%	Ratio Deduction	$ -
NET REIMBURSEMENT TO UTILITY			$ 8,071,662.47

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SECTION 00 42 43 - UNIT PRICE BID FORM

DENTON

PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)

IFB: 7968-003

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
5340 East US Highway 67
Alvarado, TX 76009
Andrew L. McCulloch
817-783-3094
Contact Email amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS -UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	$ 1,000,000.00	$ 1,000,000.00
2	02 41 14	0241.011 - Grout Fill 8" Utility Line	227	LF	$ 20.00	$ 4,540.00
3	02 41 14	0241.012 - Grout Fill 12" Utility Line	1,109	LF	$ 17.00	$ 19,236.00
4	02 41 14	0241.013 - Grout Fill 16" Utility Line	188	LF	$ 17.00	$ 3,564.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	$ 45.00	$ 1,125.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	$ 35.00	$ 5,250.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	$ 37.00	$ 59,385.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	$ 35.00	$ 194,530.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	$ 37.00	$ 91,242.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	$ 700.00	$ 11,900.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	$ 750.00	$ 2,250.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	$ 800.00	$ 8,800.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	$ 850.00	$ 1,700.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	$ 850.00	$ 12,750.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	$ 850.00	$ 1,700.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	$ 900.00	$ 1,800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	$ 140.00	$ 189,840.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	$ 220.00	$ 199,100.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	$ 250.00	$ 4,250.00
20	32 93 00	3293.015 - Topsoil	581	CY	$ 10.00	$ 5,810.00
21	32 93 00	3293.016 - Seeding	12,863	SY	$ 2.00	$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,861	SY	$ 7.00	$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	$ 1.00	$ 9,404.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	$ 500.00	$ 108,500.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	$ 570.00	$ 652,080.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	$ 430.00	$ 162,970.00
27	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	$ 700.00	$ 327,600.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	$ 110.00	$ 23,870.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	$ 150.00	$ 228,450.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	$ 220.00	$ 8,800.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	$ 340.00	$ 309,740.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	$ 236.00	$ 1,447,388.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	$ 3,500.00	$ 7,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	$ 4,000.00	$ 4,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	$ 4,500.00	$ 22,500.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	$ 55,000.00	$ 55,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	$ 65,000.00	$ 65,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	$ 4,000.00	$ 8,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	$ 5,500.00	$ 60,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	$ 7,500.00	$ 195,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	$ 19,000.00	$ 114,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	$ 7,800.00	$ 7,800.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	$ 9,000.00	$ 18,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	$ 9,500.00	$ 114,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	$ 12,000.00	$ 60,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	$ 19,000.00	$ 57,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	$ 25,000.00	$ 75,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	$ 8,500.00	$ 144,500.00
51	34 71 13	3471.001 - Traffic Control	1	MO	$ 15,000.00	$ 15,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF		$ -
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	$ 150.00	$ 70,200.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF		$ -
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	$ 250.00	$ 485,250.00
					TOTAL BID AMOUNT (Unit I):	**$ 6,721,077.00**
CJS 087 WASTEWATER IMPROVEMENTS - UNIT II						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	$ 12.00	$ 19,248.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	$ 20.00	$ 5,420.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	$ 35.00	$ 56,910.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	$ 37.00	$ 48,359.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	$ 3,000.00	$ 42,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	$ 25,000.00	$ 25,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	$ 140.00	$ 78,960.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	$ 220.00	$ 218,460.00

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	$ 45.00	$ 25,200.00
61	32 93 00	**SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091**				2,640.00
62	32 93 00					9,204.00
63	32 93 00	3293.017 - Sodding	951	SY	$ 7.00	$ 6,657.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	$ 1.00	$ 4,263.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	$ 400.00	$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	$ 410.00	$ 133,660.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	$ 575.00	$ 86,250.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	$ 630.00	$ 630,630.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	$ 60.00	$ 12,060.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	$ 80.00	$ 20,160.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	$ 60.00	$ 28,560.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	$ 80.00	$ 47,920.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	$ 14,000.00	$ 238,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	$ 20,000.00	$ 40,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	$ 15,000.00	$ 45,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	$ 500.00	$ 20,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	$ 700.00	$ 20,300.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	$ 280.00	$ 61,880.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	$ 240.00	$ 20,400.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	$ 220.00	$ 31,680.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	$ 280.00	$ 366,800.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	$ 240.00	$ 530,640.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	$ 2,500.00	$ 20,000.00
					TOTAL BID AMOUNT (Unit II):	$ 2,516,661.00
		CJS 074 WATER IMPROVEMENTS - UNIT III				
84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	$ 40.00	$ 8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	$ 44.00	$ 2,200.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	$ 25.00	$ 4,700.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	$ 27.00	$ 24,813.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	$ 28.00	$ 394,576.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	$ 700.00	$ 1,400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	$ 700.00	$ 700.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	$ 700.00	$ 700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	$ 700.00	$ 3,500.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	$ 750.00	$ 3,750.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	$ 1,200.00	$ 6,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	$ 1,500.00	$ 4,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	$ 200.00	$ 3,000.00
97	32 93 00	3293.015 - Topsoil	798	CY	$ 10.00	$ 7,980.00
98	32 93 00	3293.016 - Seeding	22,839	SY	$ 2.00	$ 45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	$ 1.00	$ 1.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	$ 1.00	$ 12,922.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	$ 700.00	$ 799,400.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		$ -
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF		$ -
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$ -
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	$ 250.00	$ 69,750.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	$ 7,500.00	$ 52,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	$ 18,000.00	$ 360,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	$ 12,000.00	$ 12,000.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	$ 17,500.00	$ 35,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	$ 20,000.00	$ 140,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	$ 9,700.00	$ 48,500.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	$ 500,000.00	$ 500,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	$ 220,000.00	$ 220,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE		**IN-KIND REPLACMENT**				
102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		$ -
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	$ 150.00	$ 171,300.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE		**IN-KIND REPLACMENT**				
103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF		$ -
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	$ 266.00	$ 3,307,178.00
ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE		**IN-KIND REPLACMENT**				
104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$ -
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	$ 500.00	$ 105,000.00
					TOTAL BID AMOUNT (Unit III):	$ 6,345,888.00
		CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV				
114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	$ 15.00	$ 5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	$ 1,800.00	$ 9,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	$ 25.00	$ 296,325.00
					TOTAL BID AMOUNT (Unit IV):	$ 310,740.00
					TOTAL PROJECT BID AMOUNT (Units I, II, III, & IV):	$ 19,324,289.00

Fix pg # overlap

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "B"
Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "C"
Schedule of Work

Estimated Start Date: 9/11/2023, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 200

Estimated Completion Date: 03/29/2024

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "D"
Statement Covering Contract Work

(ROW–U–48)
(ROW–U–48–1, if applicable)

Construction Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure utility consultant.

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: U00017637

ROW CSJ Number: 0195-02-079 District: Dallas

County: Denton Highway No.: I-35

Federal Project No.: NH2020 (576)

I, Sara Hensley, a duly authorized and qualified representative of Denton, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.

☑ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1. Mountian Cascade
2. SJ Louis
3. Oscar Renda
4.
5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

DocuSigned by:
Sara Hensley
5236DB296270423...
Signature

7/31/2023
Date

Contact/Help

City Manager
Title

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

U00017637
CITY OF DENTON
BID TABS FOR
ROW CSJ 0195-03-079

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SECTION 00 42 43 - UNIT PRICE BID FORM

DENTON

PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)

IFB: 7968-003

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: Mountain Cascade of Texas, LLC
5340 East US Highway 67
Alvarado, TX 76009
Andrew L. McCulloch
817-783-3094
Contact Email amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS -UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	$ 1,000,000.00	$ 1,000,000.00
2	02 41 14					4,540.00
3	02 41 14					19,236.00
4	02 41 14					3,564.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	$ 45.00	$ 1,125.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	$ 35.00	$ 5,250.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	$ 37.00	$ 59,385.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	$ 35.00	$ 194,530.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	$ 37.00	$ 91,242.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	$ 700.00	$ 11,900.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	$ 750.00	$ 2,250.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	$ 800.00	$ 8,800.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	$ 850.00	$ 1,700.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	$ 850.00	$ 12,750.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	$ 850.00	$ 1,700.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	$ 900.00	$ 1,800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	$ 140.00	$ 189,840.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	$ 220.00	$ 199,100.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	$ 250.00	$ 4,250.00
20	32 93 00	3293.015 - Topsoil	581	CY	$ 10.00	$ 5,810.00
21	32 93 00	3293.016 - Seeding	12,863	SY	$ 2.00	$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,861	SY	$ 7.00	$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	$ 1.00	$ 9,404.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	$ 500.00	$ 108,500.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	$ 570.00	$ 652,080.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	$ 430.00	$ 162,970.00
27	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	$ 700.00	$ 327,600.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	$ 110.00	$ 23,870.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	$ 150.00	$ 228,450.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	$ 220.00	$ 8,800.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	$ 340.00	$ 309,740.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	$ 236.00	$ 1,447,388.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	$ 3,500.00	$ 7,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	$ 4,000.00	$ 4,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	$ 4,500.00	$ 22,500.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	$ 55,000.00	$ 55,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	$ 65,000.00	$ 65,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	$ 4,000.00	$ 8,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	$ 5,500.00	$ 60,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	$ 7,500.00	$ 195,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	$ 19,000.00	$ 114,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	$ 7,800.00	$ 7,800.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	$ 9,000.00	$ 18,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	$ 9,500.00	$ 114,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	$ 12,000.00	$ 60,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	$ 19,000.00	$ 57,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	$ 25,000.00	$ 75,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	$ 8,500.00	$ 144,500.00
51	34 71 13	3471.001 - Traffic Control	1	MO	$ 15,000.00	$ 15,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF		$ -
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	$ 150.00	$ 70,200.00
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF		$ -
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	$ 250.00	$ 485,250.00
					TOTAL BID AMOUNT (Unit I):	**$ 6,721,077.00**
CJS 087 WASTEWATER IMPROVEMENTS - UNIT II						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	$ 12.00	$ 19,248.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	$ 20.00	$ 5,420.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	$ 35.00	$ 56,910.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	$ 37.00	$ 48,359.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	$ 3,000.00	$ 42,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	$ 25,000.00	$ 25,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	$ 140.00	$ 78,960.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	$ 220.00	$ 218,460.00

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29	3211.002 - 6" Flexible Base, Type A, GR 1	560	SY	$ 45.00	$ 25,200.00
61	32 93 00	**SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091**				2,640.00
62	32 93 00					9,204.00
63	32 93 00	3293.017 - Sodding	951	SY	$ 7.00	$ 6,657.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	$ 1.00	$ 4,263.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	$ 400.00	$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	$ 410.00	$ 133,660.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	$ 575.00	$ 86,250.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	$ 630.00	$ 630,630.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	$ 60.00	$ 12,060.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	$ 80.00	$ 20,160.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	$ 60.00	$ 28,560.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	$ 80.00	$ 47,920.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	$ 14,000.00	$ 238,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	$ 20,000.00	$ 40,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	$ 15,000.00	$ 45,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	$ 500.00	$ 20,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	$ 700.00	$ 20,300.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	$ 280.00	$ 61,880.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	$ 240.00	$ 20,400.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	$ 220.00	$ 31,680.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	$ 280.00	$ 366,800.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	$ 240.00	$ 530,640.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	$ 2,500.00	$ 20,000.00
					TOTAL BID AMOUNT (Unit II):	**$ 2,916,661.00**
		CJS 074 WATER IMPROVEMENTS - UNIT III				
84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	$ 40.00	$ 8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	$ 44.00	$ 2,200.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	$ 25.00	$ 4,700.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	$ 27.00	$ 24,813.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	$ 28.00	$ 394,576.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	$ 700.00	$ 1,400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	$ 700.00	$ 700.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	$ 700.00	$ 700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	$ 700.00	$ 3,500.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	$ 750.00	$ 3,750.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	$ 1,200.00	$ 6,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	$ 1,500.00	$ 4,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	$ 200.00	$ 3,000.00
97	32 93 00	3293.015 - Topsoil	798	CY	$ 10.00	$ 7,980.00
98	32 93 00	3293.016 - Seeding	22,839	SY	$ 2.00	$ 45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	$ 1.00	$ 1.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	$ 1.00	$ 12,922.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	$ 700.00	$ 799,400.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		$ -
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF		$ -
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$ -
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	$ 250.00	$ 69,750.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	$ 7,500.00	$ 52,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	$ 18,000.00	$ 360,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	$ 12,000.00	$ 12,000.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	$ 17,500.00	$ 35,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	$ 20,000.00	$ 140,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	$ 9,700.00	$ 48,500.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	$ 500,000.00	$ 500,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	$ 220,000.00	$ 220,000.00
		ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE				
102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		$ -
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	$ 150.00	$ 171,300.00
		ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE				
103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF		$ -
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	$ 266.00	$ 3,307,178.00
		ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE				
104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$ -
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	$ 500.00	$ 105,000.00
					TOTAL BID AMOUNT (Unit III):	**$ 6,345,888.00**
		CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV				
114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	$ 15.00	$ 5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	$ 1,800.00	$ 9,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	$ 25.00	$ 296,325.00
					TOTAL BID AMOUNT (Unit IV):	**$ 310,740.00**
					TOTAL PROJECT BID AMOUNT (Units I, II, III, & IV):	**$ 16,294,366.00**

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SECTION 00 42 43 - UNIT PRICE BID FORM

CITY OF DENTON

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: S.J. Louis Construction of Texas, Ltd.
520 South 6th Ave.
Mansfield, Texas 76063
Contact: Adam Lunsford
Cell: (817) 905-3535
Email: Adaml@sjlouis.com

PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)
IFB: 7968-003

BIDDERS APPLICATION - UNIT PRICE BID

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS - UNIT I						
1	01 70					785,000.00
2	02 41					3,405.00
3	02 41					15,572.00
4	02 41 14	0241.016 - Grout Fill 16" Utility Line	108	LF	$ 20.00	$ 2,160.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	$ 30.00	$ 750.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	$ 30.00	$ 4,500.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	$ 30.00	$ 48,150.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	$ 30.00	$ 166,740.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	$ 30.00	$ 73,980.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	$ 500.00	$ 8,500.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	$ 500.00	$ 1,500.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	$ 700.00	$ 7,700.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	$ 1,000.00	$ 2,000.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	$ 500.00	$ 7,500.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	$ 500.00	$ 1,000.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	$ 2,500.00	$ 5,000.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	$ 20.00	$ 27,120.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	$ 200.00	$ 181,000.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	$ 60.00	$ 1,020.00
20	32 93 00	3293.015 - Topsoil	581	CY	$ 35.00	$ 20,335.00
21	32 93 00	3293.016 - Seeding	12,863	SY	$ 1.00	$ 12,863.00
22	32 93 00	3293.017 - Sodding	2,861	SY	$ 7.00	$ 20,027.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	$ 0.50	$ 4,702.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	$ 619.00	$ 134,323.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	$ 1,044.00	$ 1,194,336.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	$ 301.00	$ 114,079.00
27	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	$ 1,173.00	$ 548,964.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	$ 344.00	$ 74,648.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	$ 388.00	$ 590,924.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		$
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		$
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	$ 305.00	$ 12,200.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	$ 317.00	$ 288,787.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	$ 351.00	$ 2,152,683.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	$ 4,400.00	$ 8,800.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	$ 4,900.00	$ 4,900.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	$ 5,200.00	$ 26,000.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	$ 51,000.00	$ 51,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	$ 36,000.00	$ 36,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	$ 2,000.00	$ 4,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	$ 2,500.00	$ 27,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	$ 4,400.00	$ 114,400.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	$ 14,000.00	$ 84,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	$ 13,000.00	$ 13,000.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	$ 6,400.00	$ 12,800.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	$ 6,500.00	$ 78,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	$ 8,100.00	$ 40,500.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	$ 13,800.00	$ 41,400.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	$ 18,400.00	$ 55,200.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	$ 11,400.00	$ 193,800.00
51	34 71 13	3471.001 - Traffic Control	1	MO	$ 7,000.00	$ 7,000.00
ALTERNATE - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF	No Bid	No Bid
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF	$ 452.00	$ 211,536.00
ALTERNATE - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF	No Bid	No Bid
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF	$ 445.00	$ 863,745.00
					TOTAL BID AMOUNT (Unit I):	$ 8,385,049.00
CJS 087 WASTEWATER IMPROVEMENTS						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	$ 15.00	$ 24,060.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	$ 15.00	$ 4,065.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	$ 30.00	$ 48,780.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	$ 30.00	$ 39,210.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	$ 2,500.00	$ 35,000.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	$ 12,000.00	$ 12,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	$ 20.00	$ 11,280.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	$ 200.00	$ 198,600.00
60	32 01 29	3211.002 - 6" Flexible Base, Type A, GR-1	560	SY	$ 20.00	$ 11,200.00
61	32 93 00	3293.015 - Topsoil	264	CY	$ 35.00	$ 9,240.00

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
62	32 93 00	3293.016 - Seeding				4,602.00
63	32 93 00					6,657.00
64	33 05 05					2,131.50
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	$ 267.00	$ 13,617.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	$ 301.00	$ 98,126.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	$ 619.00	$ 92,850.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	$ 1,044.00	$ 1,045,044.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	$ 364.00	$ 73,164.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	$ 379.00	$ 95,508.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	$ 361.00	$ 171,836.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	$ 392.00	$ 234,808.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	$ 11,500.00	$ 195,500.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	$ 17,600.00	$ 35,200.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	$ 14,600.00	$ 43,800.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	$ 639.00	$ 25,560.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	$ 738.00	$ 21,402.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	$ 390.00	$ 86,190.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	$ 401.00	$ 34,085.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	$ 411.00	$ 59,184.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	$ 343.00	$ 449,330.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	$ 357.00	$ 789,327.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	$ 6,500.00	$ 52,000.00
					TOTAL BID AMOUNT (Unit II):	$ 4,023,356.50
84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	$ 20.00	$ 4,420.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	$ 30.00	$ 1,500.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	$ 30.00	$ 5,640.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	$ 30.00	$ 27,570.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	$ 30.00	$ 422,760.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	$ 500.00	$ 1,000.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	$ 500.00	$ 500.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	$ 700.00	$ 700.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	$ 1,000.00	$ 5,000.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	$ 1,500.00	$ 7,500.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	$ 500.00	$ 2,500.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	$ 2,500.00	$ 7,500.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	$ 20.00	$ 300.00
97	32 93 00	3293.015 - Topsoil	798	CY	$ 35.00	$ 27,930.00
98	32 93 00	3293.016 - Seeding	22,839	SY	$ 1.00	$ 22,839.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	$ 15,000.00	$ 15,000.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	$ 0.50	$ 6,461.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	$ 1,261.00	$ 1,440,062.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	[illegible]	LF		$
103	33 14 10	3314.014 - 16" DIP Water Pipe*	[illegible]	LF		$
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	$ 351.00	$ 97,929.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	$ 4,400.00	$ 30,800.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	$ 14,000.00	$ 280,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	$ 8,100.00	$ 8,100.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	$ 13,800.00	$ 27,600.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	$ 18,400.00	$ 128,800.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	$ 11,400.00	$ 57,000.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	$ 342,000.00	$ 342,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	$ 245,000.00	$ 245,000.00
ALTERNATE - PROVIDE PRICING FOR ONLY ONE						
102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF	No Bid	No Bid
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF	$ 452.00	$ 516,184.00
ALTERNATE - PROVIDE PRICING FOR ONLY ONE						
103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF	No Bid	No Bid
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF	$ 445.00	$ 5,532,685.00
ALTERNATE - PROVIDE PRICING FOR ONLY ONE						
104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF	No Bid	No Bid
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF	$ 803.00	$ 168,630.00
					TOTAL BID AMOUNT (Unit III):	$ 9,433,910.00
CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV						
114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	$ 15.00	$ 5,415.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	$ 800.00	$ 4,000.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	$ 30.00	$ 355,590.00
					TOTAL BID AMOUNT (Unit IV):	$ 365,005.00
					TOTAL PROJECT BID AMOUNT (Units I, II, III, & IV):	$ 22,207,320.50

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

END OF ITEMS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SECTION 00 42 43 - UNIT PRICE BID FORM

DENTON

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

From: Oscar Renda Contracting
1100 Kubota Dr.
Grapevine, TX 76051
Jon Dorma
817-293-4263
jdorma@southlandholdings.com

PROJ.: IH-35 Utility Relocations (from US380 to Milam Road)
IFB: 7968-003

BIDDERS APPLICATION - UNIT PRICE BID

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
CSJ 087 WATER IMPROVEMENTS -UNIT I						
1	01 70 00	0170.001 - Mobilization	1	EA	$ 2,250,000.00	$ 2,250,000.00
2	02 41 14					2,270.00
3	02 41 14					3,320.00
4	02 41 14	0241.016 - Grout Fill 16" Utility Line	108	LF	$ 33.00	$ 3,780.00
5	02 41 14	0241.028 - Remove 4" Utility Line	25	LF	$ 20.00	$ 500.00
6	02 41 14	0241.029 - Remove 6" Utility Line	150	LF	$ 20.00	$ 3,000.00
7	02 41 14	0241.030 - Remove 8" Utility Line	1,605	LF	$ 20.00	$ 32,100.00
8	02 41 14	0241.032 - Remove 12" Utility Line	5,558	LF	$ 20.00	$ 111,160.00
9	02 41 14	0241.035 - Remove 16" Utility Line	2,466	LF	$ 20.00	$ 49,320.00
10	02 41 14	0241.056 - Remove 6" Water Valve	17	EA	$ 200.00	$ 3,400.00
11	02 41 14	0241.057 - Remove 8" Water Valve	3	EA	$ 200.00	$ 600.00
12	02 41 14	0241.059 - Remove 12" Water Valve	11	EA	$ 200.00	$ 2,200.00
13	02 41 14	0241.060 - Remove 16" Water Valve	2	EA	$ 200.00	$ 400.00
14	02 41 14	0241.094 - Salvage Fire Hydrant	15	EA	$ 400.00	$ 6,000.00
15	02 41 14	0241.095 - Salvage Water Meter	2	EA	$ 400.00	$ 800.00
16	02 41 14	0241.096 - Remove Concrete Water Vault	2	EA	$ 400.00	$ 800.00
17	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	1,356	SY	$ 50.00	$ 67,800.00
18	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	905	SY	$ 175.00	$ 158,375.00
19	32 01 29	3216.005 - 4" Concrete Sidewalk	17	SY	$ 100.00	$ 1,700.00
20	32 93 00	3293.015 - Topsoil	581	CY	$ 50.00	$ 29,050.00
21	32 93 00	3293.016 - Seeding	12,863	SY	$ 2.00	$ 25,726.00
22	32 93 00	3293.017 - Sodding	2,861	SY	$ 10.00	$ 28,610.00
23	33 05 05	3305.021 - Trench Safety	9,404	LF	$ 3.50	$ 32,914.00
24	32 05 07	3305.028 - 18" Casing by Other Than Open Cut*	217	LF	$ 750.00	$ 162,750.00
25	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,144	LF	$ 900.00	$ 1,029,600.00
26	33 05 07	3305.023 - 24" Casing by Open Cut*	379	LF	$ 400.00	$ 151,600.00
27	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	468	LF	$ 1,000.00	$ 468,000.00
28	33 05 15, 33 14 10	3305.098 - 8" DIP Water Carrier Pipe*	217	LF	$ 300.00	$ 65,100.00
29	33 05 15, 33 14 10	3305.099 - 12" DIP Water Carrier Pipe*	1,523	LF	$ 400.00	$ 609,200.00
30	SEE ALTERNATE 1 BELOW - provide bid for only ONE (30 OR 30a)		468	LF		$ -
31	SEE ALTERNATE 2 BELOW - provide bid for only ONE (31 OR 31a)		1,941	LF		$ -
32	33 14 10	3314.141 - 6" PVC Water Pressure Pipe	40	LF	$ 350.00	$ 14,000.00
33	33 14 11	3314.142 - 8" PVC Water Pressure Pipe	911	LF	$ 400.00	$ 364,400.00
34	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	6,133	LF	$ 300.00	$ 1,839,900.00
35	33 14 17	3314.310 - 1" Water Service*	2	EA	$ 4,000.00	$ 8,000.00
36	33 14 17	3314.314 - 1-1/2" Water Service*	1	EA	$ 5,000.00	$ 5,000.00
37	33 14 17	3314.318 - 2" Water Service*	5	EA	$ 6,000.00	$ 30,000.00
38	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	$ 65,000.00	$ 65,000.00
39	33 14 18	3314.3xx - 8" Detector Check, Vault and Appurtenances*	1	EA	$ 100,000.00	$ 100,000.00
40	33 14 20	3314.327 - 6" Gate Valve*	2	EA	$ 2,500.00	$ 5,000.00
41	33 14 20	3314.328 - 8" Gate Valve*	11	EA	$ 3,500.00	$ 38,500.00
42	33 14 20	3314.329 - 12" Gate Valve*	26	EA	$ 6,500.00	$ 169,000.00
43	33 14 20	3314.330 - 16" Gate Valve*	6	EA	$ 17,500.00	$ 105,000.00
44	33 14 25	3314.345 - 8" x 8" Tapping Sleeve and Valve (City Performed)*	1	EA	$ 6,000.00	$ 6,000.00
45	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	2	EA	$ 3,000.00	$ 6,000.00
46	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	12	EA	$ 3,000.00	$ 36,000.00
47	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	5	EA	$ 3,000.00	$ 15,000.00
48	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	3	EA	$ 5,000.00	$ 15,000.00
49	33 14 30	3314.402 - 2" Air Release Valve and Vault*	3	EA	$ 12,000.00	$ 36,000.00
50	33 14 40	3314.407 - Fire Hydrant Assembly*	17	EA	$ 10,000.00	$ 170,000.00
51	34 71 13	3471.001 - Traffic Control	1	MO	$ 50,000.00	$ 50,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
30	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	468	LF	$ 500.00	$ 234,000.00
30a	33 05 15,	3305.110 - 20" HDPE Water Carrier Pipe	468	LF		$ -
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
31	33 05 07	3314.014 - 16" DIP Water Pipe*	1,941	LF	$ 650.00	$ 1,261,650.00
31a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	1,941	LF		$ -
					TOTAL BID AMOUNT (Unit I):	**$ 9,888,525.00**
CJS 087 WASTEWATER IMPROVEMENTS						
52	02 41 14	0241.010 - Grout Fill 6" Utility Line	1,604	LF	$ 5.00	$ 8,020.00
53	02 41 14	0241.011 - Grout Fill 8" Utility Line	271	LF	$ 6.00	$ 1,626.00
54	02 41 14	0241.029 - Remove 6" Utility Line	1,626	LF	$ 20.00	$ 32,520.00
55	02 41 14	0241.030 - Remove 8" Utility Line	1,307	LF	$ 20.00	$ 26,140.00
56	02 41 14	0241.050 - Remove 4' Utility Manhole	14	EA	$ 1,200.00	$ 16,800.00
57	02 41 14	0241.054 - Remove Utility Junction Structure (Lift Station)	1	EA	$ 16,000.00	$ 16,000.00
58	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench	564	SY	$ 55.00	$ 31,020.00
59	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	993	SY	$ 120.00	$ 119,160.00

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
60	32 01 29					30,800.00
61	32 93 00	SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091				14,520.00
62	32 93 00					9,204.00
63	32 93 00	3293.017 - Sodding	951	SY	$ 10.00	$ 9,510.00
64	33 05 05	3305.021 - Trench Safety	4,263	LF	$ 3.00	$ 12,789.00
65	33 05 07	3305.022 - 18" Casing by Open Cut*	51	LF	$ 400.00	$ 20,400.00
66	33 05 07	3305.023 - 24" Casing by Open Cut*	326	LF	$ 400.00	$ 130,400.00
67	33 05 07	3305.028 - 18" Casing by Other Than Open Cut*	150	LF	$ 750.00	$ 112,500.00
68	33 05 07	3305.029 - 24" Casing by Other Than Open Cut*	1,001	LF	$ 900.00	$ 900,900.00
69	33 05 15, 33 14 11, 33 31 14	3305.048 - 8" PVC Sanitary Sewer Carrier Pipe	201	LF	$ 350.00	$ 70,350.00
70	33 05 15, 33 31 14	3305.049 - 12" PVC Sanitary Sewer Carrier Pipe	252	LF	$ 750.00	$ 189,000.00
71	33 05 15, 33 14 11, 33 31 14	3305.088 - 6" HDPE Force Main Carrier Pipe	476	LF	$ 300.00	$ 142,800.00
72	33 05 15, 33 31 14	3305.091 - 12" HDPE Force Main Carrier Pipe	599	LF	$ 475.00	$ 284,525.00
73	33 05 61, 33 05 62	3305.126 - 4' Concrete Manhole*	17	EA	$ 16,000.00	$ 272,000.00
74	33 05 61, 33 05 62	3305.127 - 4' Drop Concrete Manhole*	2	EA	$ 16,000.00	$ 32,000.00
75	33 05 61, 33 05 62	3305.128 - 5' Concrete Manhole*	3	EA	$ 18,000.00	$ 54,000.00
76	33 05 61, 33 05 62	3305.132 - 4' Extra Depth Concrete Manhole*	40	VF	$ 1,200.00	$ 48,000.00
77	33 05 61, 33 05 62	3305.133 - 5' Extra Depth Concrete Manhole*	29	VF	$ 1,500.00	$ 43,500.00
78	33 31 14	3314.250 - 6" HDPE Pressure Pipe, Force Main	221	LF	$ 100.00	$ 22,100.00
79	33 31 14	3314.254 - 8" HDPE Pressure Pipe, Force Main	85	LF	$ 125.00	$ 10,625.00
80	33 31 14	3314.262 - 12" HDPE Pressure Pipe, Force Main	144	LF	$ 150.00	$ 21,600.00
81	33 31 14	3331.045 - 8" PVC Gravity Sewer Pipe	1,310	LF	$ 135.00	$ 176,850.00
82	33 31 14	3331.053 - 12" PVC Gravity Sewer Pipe	2,211	LF	$ 150.00	$ 331,650.00
83	33 31 14	3331.089 - 6" Sewer Service	8	EA	$ 3,000.00	$ 24,000.00
					TOTAL BID AMOUNT (Unit II):	$ 3,215,309.00
84	02 41 14	0241.016 - Grout Fill 16" Utility Line	221	LF	$ 40.00	$ 8,840.00
85	02 41 14	0241.029 - Remove 6" Utility Line	50	LF	$ 20.00	$ 1,000.00
86	02 41 14	0241.030 - Remove 8" Utility Line	188	LF	$ 20.00	$ 3,760.00
87	02 41 14	0241.032 - Remove 12" Utility Line	919	LF	$ 20.00	$ 18,380.00
88	02 41 14	0241.035 - Remove 16" Utility Line	14,092	LF	$ 20.00	$ 281,840.00
89	02 41 14	0241.056 - Remove 6" Water Valve	2	EA	$ 200.00	$ 400.00
90	02 41 14	0241.057 - Remove 8" Water Valve	1	EA	$ 200.00	$ 200.00
91	02 41 14	0241.059 - Remove 12" Water Valve	1	EA	$ 200.00	$ 200.00
92	02 41 14	0241.060 - Remove 16" Water Valve	5	EA	$ 200.00	$ 1,000.00
93	02 41 14	0241.0xx - Remove Water ARV	5	EA	$ 400.00	$ 2,000.00
94	02 41 14	0241.094 - Salvage Fire Hydrant	5	EA	$ 400.00	$ 2,000.00
95	02 41 14	0241.096 - Remove Concrete Water Vault	3	EA	$ 400.00	$ 1,200.00
96	31 01 17	3201.007 - Flexible Paving Repair for Utility Trench	15	SY	$ 55.00	$ 825.00
97	32 93 00	3293.015 - Topsoil	798	CY	$ 60.00	$ 47,880.00
98	32 93 00	3293.016 - Seeding	22,839	SY	$ 2.00	$ 45,678.00
99	33 01 12	3301.00x - Cathodic Protection System*	1	EA	$ 185,000.00	$ 185,000.00
100	33 05 05	3305.021 - Trench Safety	12,922	LF	$ 3.00	$ 38,766.00
101	33 05 07	3305.030 - 30" Casing by by Other Than Open Cut*	1,142	LF	$ 1,000.00	$ 1,142,000.00
102	33 05 15, 33 14 10	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF		$ -
103	33 14 10	3314.014 - 16" DIP Water Pipe*	12,433	LF		$ -
104	33 14 11	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF		$ -
105	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	279	LF	$ 300.00	$ 83,700.00
106	33 14 20	3314.329 - 12" Gate Valve*	7	EA	$ 6,500.00	$ 45,500.00
107	33 14 20	3314.330 - 16" Gate Valve*	20	EA	$ 17,500.00	$ 350,000.00
108	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	1	EA	$ 3,500.00	$ 3,500.00
109	33 14 25	3314.394 - 16" Water Main Connection with Shutdown	2	EA	$ 6,500.00	$ 13,000.00
110	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	7	EA	$ 12,000.00	$ 84,000.00
111	34 71 13	3471.001 - Fire Hydrant Assembly*	5	EA	$ 10,000.00	$ 50,000.00
112	40 05 67	9999.999 - Meter Vault and Appurtenances (to UTRWD)*	1	EA	$ 550,000.00	$ 550,000.00
113	33 14 18	9999.999 - PRV Vault and Appurtenances*	1	EA	$ 225,000.00	$ 225,000.00
ALTERNATE 1 - PROVIDE PRICING FOR ONLY ONE						
102	33 05 07	3305.100 - 16" DIP Water Carrier Pipe*	1,142	LF	$ 500.00	$ 571,000.00
102a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	1,142	LF		$ -
ALTERNATE 2 - PROVIDE PRICING FOR ONLY ONE						
103	33 05 07	3314.014 - 16" DIP Water Pipe*	12,433	LF	$ 450.00	$ 5,594,850.00
103a	33 05 15, 33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	12,433	LF		$ -
ALTERNATE 3 - PROVIDE PRICING FOR ONLY ONE						
104	33 05 07	3314.017 - 16" DIP Water Pipe, CLSM Backfill*	210	LF	$ 600.00	$ 126,000.00
104a	33 05 15, 33 14 14	3314.225 - 20" HDPE Pressure Pipe, Water, CLSM Backfill*	210	LF		$ -
					TOTAL BID AMOUNT (Unit III):	$ 9,477,519.00
CJS 074 WASTEWATER IMPROVEMENTS - UNIT IV						
114	01 70 00	0241.009 - Grout Fill 4" Utility Line	361	LF	$ 3.00	$ 1,083.00
115	02 41 14	0241.0xx - Remove Sewer ARV Appurtenance	5	EA	$ 500.00	$ 2,500.00
116	33 14 18	0241.028 - Remove 4" Utility Line	11,853	LF	$ 20.00	$ 237,060.00
					TOTAL BID AMOUNT (Unit IV):	$ 240,643.00
					TOTAL PROJECT BID AMOUNT (Units I, II, III, & IV):	$ 22,821,996.00

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Agreement (ROW–U–JUA)

☒ Utility Installation Review/Permit Number: DAL20230112140252 and DAL20230112135929

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

APPROVAL

To David Brown
City of Denton Water Utilities
901 A Texas St
Denton, TX 76209

Date 5/16/2023
Application No. DAL20230112140252
District App. No. DAL20230112140252
Highway IH 0035
Control Section 019503
Maintenance Section Denton County Maintenance
County Denton

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20230112140252 (District Application No. DAL20230112140252) dated 5/16/2023 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System and by email or phone call to the area office Utility Coordinator. It is also the owners responsibility to contact TxDOT once the construction is complete.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:
General Dallas District Abandonment Request 11-14-2022

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Justin Braudrick
Title Utility Coordinator
District Dallas

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

APPROVAL

To David Brown
City of Denton Water Utilities
901 A Texas St
Denton, TX 76209

Date 5/16/2023
Application No. DAL20230112135929
District App. No. DAL20230112135929
Highway IH 0035
Control Section 019503
Maintenance Section Denton County Maintenance
County Denton

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20230112135929 (District Application No. DAL20230112135929) dated 5/16/2023 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System and by email or phone call to the area office Utility Coordinator. It is also the owners responsibility to contact TxDOT once the construction is complete.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:
General Dallas District Abandonment Request 11-14-2022

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Justin Braudrick
Title Utility Coordinator
District Dallas

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 100 %

☐ Non-interstate Highway (Calculations attached)

☒ Interstate Highway

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "G"
Betterment Calculation and Estimate

☐ Elective Betterment Ratio established: %
(Calculation attached and justification below)

☒ Forced Betterment
(Provide supporting documentation)

☐ Not Applicable

Elective betterment justification statement:
See narrative description and supporting documents, next pages.

DS DP 7/31/2023
Initial Date
TxDOT

DS SH 7/31/2023
Initial Date
Utility

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment G: Forced Betterment

Easement Justification

The city has had an ordinance in place prior to 2013 (see backup pages for time stamp date of ordinance) that requires utilities to be placed in an easement when adjacent to TxDOT ROW. Therefore, due to this ordinance, and the necessary relocation of water and sewer lines outside of the TxDOT ROW and to comply with UAR, the City has obtained easements for this project, following the State Uniform act and has performed independent TxDOT appraisals for all parcels and is seeking reimbursement for these acquisitions. See signed letter from City on page 5.

Water Comparison HDPE to DIP

See attached letter

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

401 N ELM STREET ■ DENTON, TEXAS ■ 76201 ■ 940.349.8451
DEVELOPMENT SERVICES DEPARTMENT

May 9, 2023

Ms Darla Payberah
TxDOT – Dallas District
4777 East Highway 80
Mesquite, TX 75150

SUBJECT: 20’ Utility Easement Along TxDOT Rights-of-Way

Dear Ms. Payberah,

All utilities in a development shall be provided in street rights-of-way except in special circumstances, one of which being when the development is along a TxDOT right-of-way. The City of Denton requires a minimum 20’ utility easement along all TxDOT right of ways. This has been in effect since the adoption of the 2002 Denton Development Code in subsection 35.21.4 and was carried over to the 2019 Denton Development Code in subsection 7.6.7.

If you have any questions, you may contact me at 940-349-8351 or via email at erin.stanley@cityofdenton.com.

Sincerely,

Erin Stanley
Assistant Planner

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

35.21.4. - Easement Requirements.

All utilities in a development shall be provided in street rights-of-way except for special circumstances approved by the Development Review Committee. In such cases, the following standards shall prevail:

A. All utility easements shall be a minimum of sixteen (16) feet unless special circumstances warrant additional or reduced easements which can be approved by the Development Review Committee. The general criteria to define minimum easement widths are listed below:

Type of Development	Easement Size
Individual water or sewer lines up to 24" in diameter	16 ft
Individual water or sewer lines greater than 24"	20 ft
Water and sewer lines up to 24" in the same easement	20 ft
Water and sewer lines greater than 24" in the same easement	25 ft
Easements along TxDOT rights-of-way	20 ft

B. Lot lines will not split easements.

C. Dead-end easements are not acceptable unless approved for special circumstances by the Development Review Committee.

D. Fences within utility easements are prohibited.

1. No fences will be allowed to be built that cross dedicated utility easements.
2. Any existing fence that crosses dedicated utility easements that conflict with the purpose and intent of the easement may be removed by the City at any time.
3. The City is under no obligation to repair or replace any fence that is damaged or removed that encroaches within a dedicated easement for the purposes of operating, maintaining, replacing or installing water or sewer facilities within the dedicated easement.

E. Employees of the City shall have the authority to enter premises at any reasonable time in the regular line of duty for the purpose of inspecting, repairing or constructing any water, electric or sewer line or any water or electric meter, etc. The landowner and occupant are responsible for any construction activities occurring over

or within any on-site utility in a utility easement. If utility inspection or repair or reconstruction is necessary, any pavement, structure or improvement damaged within a dedicated utility easement, shall not be the responsibility of the City for any repairs, but shall be the sole responsibility of the owner. The landowner assumes responsibility for any and all improvements placed within a utility easement at their own risk. Additionally, the provisions of this section do not permit or supercede the limits and restrictions prescribed by the conditions of any existing utility easement for allowing improvements to be place within utility easements.



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

CITY OF DENTON

CAPITAL PROJECTS
401 North Elm Street ▪ Denton, TX 76201 ▪ (940) 349-8910

June 12, 2023

Texas Department of Transportation
4777 US Highway 80 E
Mesquite, TX 75150-6642

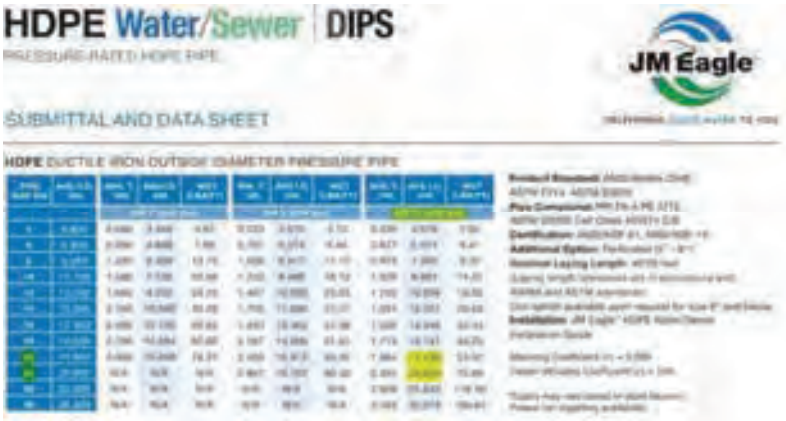
RE: Water Comparison HDPE to DIP

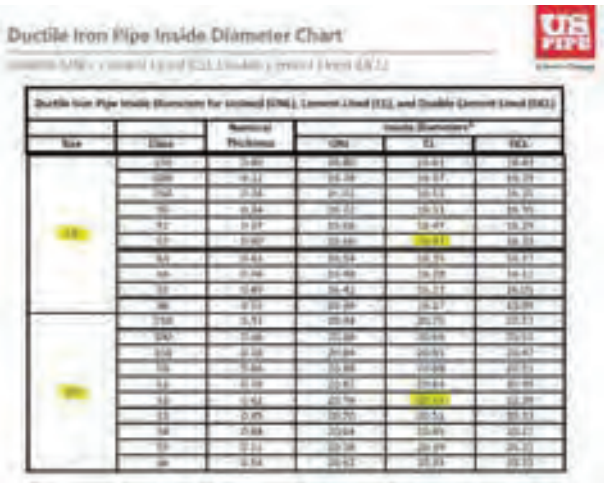
Dear Ms. Darla Payberah,

The existing 16-inch water transmission main conflicts with the State's I-35 widening project and was proposed to be replaced with a 16-inch ductile iron pipe (DIP), but also bid HDPE as an alternative.

The City only allows DIP and HDPE (but not PVC) for this size water transmission line, however the 16- inch DIP is undergoing extremely long lead times (9 plus months). To clear TxDOT's requested ready to let date, the City set a short contract duration for this relocation project. To achieve the accelerated schedule, the city allowed contractors to consider either DIP or HDPE pipe when bidding the city's relocation project (see unit price bid sheet). This is a direct benefit to the highway project and should not be considered elective betterment.

HDPE pipe has a thicker wall and smaller inner diameter than the same sized DIP. To achieve the same flow characteristics as a 16-inch DIP, a 20-inch HDPE pipe is required. The below chart shows the difference in pipe inner diameters (ID) between HDPE and DIP.





Sincerely,

Cole K. Tankersley

Cole Tankersley,
Project Manager, Capital Projects

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

City of Denton I-35 (from I-35 merge/split to Milam) W/WW Easements Appraisal

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition (Permanent)	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value (Permanent)	LF of Easement Acquisition (Temporary Construction Easement)	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value (Temporary Construction Easement)	Title Policy Fee	Total Easement Total (Permanent + Temporary Construction Easement + Title Policy Fee)	Water Easement Total	Sewer Easement Total
CSJ-074																
754965	1	BLUE BEACON INTERNAIONAL INC	818	20	16,359	$1.30	$21,267.00						$317.00	$21,584.00	$21,584.00	$0.00
179418, 36795, 37692, 632459	2	CATDENTON 35 SIX INC	9149	20	182,976	$1.50	$274,464.00						$321.00	$274,785.00	$137,392.50	$137,392.50
37353, 37076	8/8A	CATDENTON 35 INC	6203	20	124,051	$1.35	$167,469.00						$321.00	$167,790.00	$83,895.00	$83,895.00
297205	11	NDMAC LTD	2373	20	47,460	$1.26	$59,941.00						$589.00	$60,530.00	$60,530.00	$0.00
135315	14	MUSKET CORP #217	966	20	19,325	$1.65	$31,886.00						$390.00	$32,276.00	$32,276.00	$0.00
37070	16	CRAWFORD, KURT WILLIAM TR OF THE CRAWFORD	768	20	15,352	$2.81	$43,177.50						$471.00	$43,648.50	$43,648.50	$0.00
														$600,613.50	**$379,326.00**	**$221,287.50**
CSJ-087																
34524	2	Kaylan's Inc	102	20	2,036	$25.77	$52,465.00						$536.00	$53,001.00	$53,001.00	$0.00
34525	3	MALA STRANA LLC												$60,696.00	$30,348.00	$30,348.00
618924	4	HOME DEPOT USA INC	438	20	8,752	$12.40	$108,516.00						$321.00	$108,837.00	$108,837.00	$0.00
34521	5	Maruti Jalaram LLC	166	20	3,322	$12.64	$42,000.00						$465.00	$42,465.00	$21,232.50	$21,232.50
34517	6	Coconut Properties LLC	153	20	3,064	$10.10	$30,959.00						$383.00	$31,342.00	$15,671.00	$15,671.00
86868	8	Paces Hotels LLC	348	20	6,957	$10.78	$75,000.00						$700.00	$75,700.00	$37,850.00	$37,850.00
693328	9	Health Services of North Texas, Inc.	150	20	3,003	$12.02	$36,109.00						$422.00	$36,531.00	$36,531.00	$0.00
675206	14	Three Willows Land Development LLC	145	20	2,896	$6.38	$18,462.00	50	25	1,244	$2.55	$3,172.00	$296.00	$21,930.00	$21,930.00	$0.00
523508	15A	Hunt Windsor LLC	1389	20	27,779	$5.13	$142,518.00						$321.00	$142,839.00	$142,839.00	$0.00
775494	15B	32 HUNDRED WINDSOR GARDENS LP & JRM	293	20	5,867	$22.97	$134,743.00						$321.00	$135,064.00	$135,064.00	$0.00
87582	16.1	Salvaging Teens at Risk Inc D/B/A The Educator Center	54	20	1,089	$6.25	$6,806.00	48	25	1,203	$2.50	$3,008.00	$238.00	$10,052.00	$10,052.00	$0.00
773229	16	Zimmerer Denton LLC	320	20	6,406	$9.84	$63,089.00						$613.00	$63,702.00	$31,851.00	$31,851.00
765175	17/18	RV LAND ACQUISITION LP	293	20	5,868	$7.05	$41,387.00	244	25	6,100	$1.90	$11,590.00	$457.00	$53,434.00	$53,434.00	$0.00
632465	19	Catdenton 35 Four Inc	2608	20	52,151	$5.13	$267,562.00						$321.00	$267,883.00	$267,883.00	$0.00
613725	20	Wilbarger Street, LP	443	20	8,862	$13.86	$122,867.73						$321.00	$123,188.73	$61,594.37	$61,594.37
160306	21	The Rockline-Denton Group P/S	561	20	11,228	$8.94	$100,330.00						$321.00	$100,651.00	$50,325.50	$50,325.50
174371	25	Harris, Lisa J Investment Trust	90	20	1,800	$4.63	$8,325.00						$238.00	$8,563.00	$8,563.00	$0.00
40201, 36937	36/37	Westglen Partners LTD	751	20	15,028	$8.78	$132,020.87						$321.00	$132,341.87	$132,341.87	$0.00
699314	38	Love's Travel Stops & Country Stores Inc	1611	20	32,221	$6.13	$197,543.00						$321.00	$197,864.00	$98,932.00	$98,932.00
36958	39	Foster, Mark D & Madeline	361	20	7,227	$6.12	$44,265.00						$479.00	$44,744.00	$44,744.00	$0.00
39525	40	TA Operating LLC	1080	20	21,604	$7.90	$170,703.00						$321.00	$171,024.00	$85,512.00	$85,512.00
														$1,881,852.60	**$1,448,536.24**	**$433,316.37**
CSJ-090																
126931	124	[illegible]ONT	1021	28	28,597	$20.00	$457,552.00						$321.00	$457,873.00	$228,936.50	$228,936.50
132006	2	TXDOT											$321.00	$130,629.00	$0.00	$130,629.00
36534	2A	TXDOT											$238.00	$8,038.00	$0.00	$8,038.00
132008	2B	TXDOT											$345.00	$25,593.00	$0.00	$25,593.00
107996	5	STRUGA PARTNERS LP											$292.00	$18,000.00	$9,000.00	$9,000.00

SEE U00011547 CITY OF DENTON AGREEMENT- RCSJ 0195-02-091

SEE U000XXXXX CITY OF DENTON AGREEMENT- RCSJ 0195-03-074

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF		Total Easement Value	Title Policy Fee	Total Easement Total	Water Easement Total	Sewer Easement Total
			Permanent			Permanent		Temporary Construction Easement			Temporary Construction Easement				Permanent + Temporary Construction Easement + Title Policy Fee		
108000	6	STUGA PARTNERS												$393.00	$32,738.00	$16,369.00	$16,369.00
108002	9	2701 W OAK STREET												$759.00	$84,515.25	$84,515.25	$0.00
126918	10	DENTON COUNTY												$713.00	$78,011.00	$39,005.50	$39,005.50
36546 36551	11/12	BEN E KEITH	296	20	5,958	$16.61	$79,152.00							$729.00	$79,881.00	$79,881.00	$0.00
171183	16	BEN E KEITH	1098	20	21,858	$8.59	$150,195.00							$321.00	$150,516.00	$150,516.00	$0.00
39258	17	BEN E KEITH CO	426	45	14,203	$8.44	$95,870.00							$845.00	$96,715.00	$96,715.00	$0.00
209152	19.1	TEXAS BLUE HORSESHOE LTD	1257	20	25,137	$6.25	$157,107.00							$321.00	$157,428.00	$78,714.00	$78,714.00
755868	19.2	ALL STORAGE DENTON LLC	733	20	14,665	$9.13	$133,910.00							$321.00	$134,224.00	$0.00	$134,224.00
755868	19.3	ALL STORAGE DENTON LLC	137	20	2,735	$11.10	$30,368.00							$380.00	$30,748.00	$0.00	$30,748.00
165500	20	ERI-HQ LP	200	20	3,990	$6.80	$27,142.00							$358.00	$27,500.00	$13,750.00	$13,750.00
194819	24	RETAIL BLDG INC	233	20	4,667	$15.63	$72,941.00							$681.00	$73,622.00	$36,811.00	$36,811.00
188305	25	GOLDEN ARCH LTD	150	20	3,002	$20.84	$62,570.00							$611.00	$63,181.00	$31,590.50	$31,590.50
167552	26	CB PORTFOLIO OWNER LLC	370	20	7,398	$13.64	$100,927.00							$321.00	$101,248.00	$101,248.00	$0.00
167551	27	VICTRON STORES LP	333	20	6,660	$15.50	$103,230.00							$321.00	$103,551.00	$51,775.50	$51,775.50
															$1,854,011.25	$1,018,827.25	$835,184.00

SEE U000XXXXX CITY OF DENTON AGREEMENT- RCSJ 0195-03-074

Total

CSJ 074	Combined Total	20276	20	405,523	$20.00	$598,205	0	20	-	$5.00		$0	$2,409	
~~CSJ 087~~	~~Combined Total~~	~~11488~~	~~20~~	~~229,824~~	~~$20.00~~	~~$1,686,474~~	~~342~~	~~20~~	~~8,547~~	~~$5.00~~		~~$17,770~~	~~$6,900~~	
~~CSJ 088~~	~~Combined Total~~	~~8948~~	~~20~~	~~177,536~~	~~$20.00~~	~~$1,845,139~~	~~0~~	~~20~~		~~$5.00~~		~~$0~~	~~$0,594~~	
Water Department Easement		33435	20	664,832	$20.00	$3,050,385	342	20	8,547	$5.00		$17,770	$15,350	
~~Shared Easements with DME~~		~~8548~~	~~20~~	~~147,691~~	~~$20.00~~	~~$1,249,014~~							~~$3,959~~	
Combined Total		39984	20	812,436	$20.00	$4,299,398	342	20	8,547	$5.00		$17,770	$19,309	

Total with Permanent, Temporary Easements and Title:	$4,336,477
Water Department Easement	$3,083,504.75
Shared Easements with DME	$1,252,972.60
Combined Total	**$4,336,477.35**
50% of DME	$626,486.30
Total Water/WW Budget	**$3,709,991.05**

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED RIGHT OF WAY PROJECT

IH 35

DENTON COUNTY

C.C.S.J.: 0195-02-074
R.C.S.J.: 0195-02-079

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
6	TEXAS				IH 35
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON				1
	R.C.S.J.	0195	02	079	
	C.C.S.J.	0195	02	074	

REVISIONS:

FROM: BARTHOLD ROAD TO: BOLIVAR STREET
NET LENGTH OF PROJECT = 6.82 MILES = 36,000.00 FEET

5,000′ 0′ 5,000′ 10,000′
SCALE 1" = 5,000′ 22"X34"
SCALE 1" = 10,000′ 11"X17"

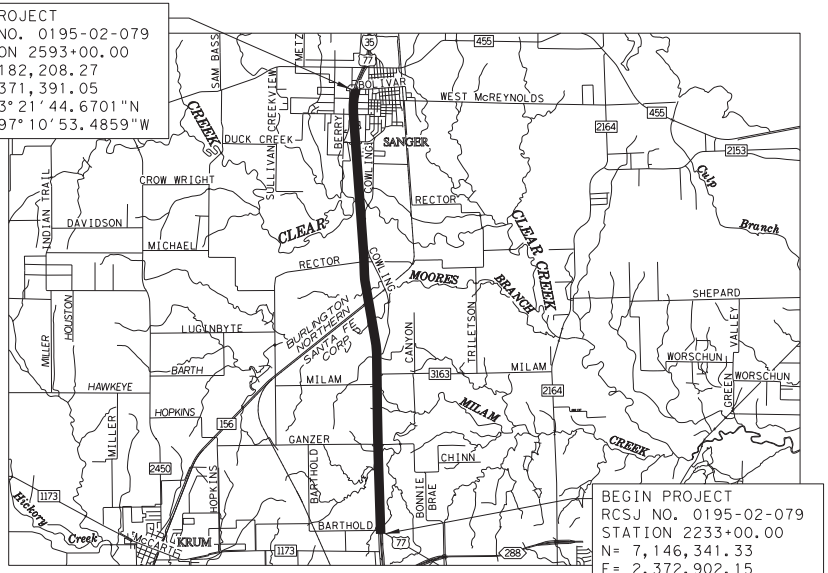
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 9	CONTROL & INDEX SHEETS
10 - 39	PLAN SHEETS
40 - 41	OWNERSHIP TABLE

LEGEND

■	SET 5/8" IRON ROD W/ PINK PLASTIC CAP STAMPED TxDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT
○	FOUND MONUMENT (AS INDICATED)
●	SET 1/2" IRON ROD WITH "MCGRAY & MCGRAY" CAP
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—⅄—	DEED LINE (OWNERSHIP IN COMMON)
—∿—	DISTANCE NOT TO SCALE
—|||—	ACCESS DENIAL LINE
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
ESMT.	EASEMENT
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

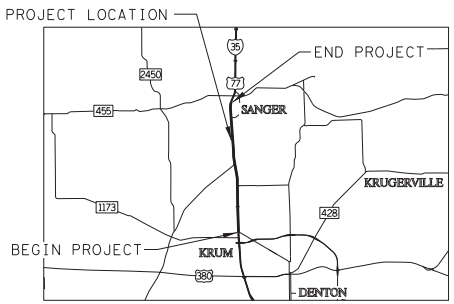
END PROJECT
RCSJ NO. 0195-02-079
STATION 2593+00.00
N= 7,182,208.27
E= 2,371,391.05
LAT=33° 21′ 44.6701"N
LONG=97° 10′ 53.4859"W



LOCATION MAP

BEGIN PROJECT
RCSJ NO. 0195-02-079
STATION 2233+00.00
N= 7,146,341.33
E= 2,372,902.15
LAT=33° 15′ 49.6747" N
LONG=97° 10′ 40.9930" W

PROJECT LOCATION



VICINITY MAP
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. LATTITUDE AND LONGITUDE SHOWN HEREON ARE IN DEGREES MINUTES SECONDS, BASED ON GRID COORDINATES.
7. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
8. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

THIS MAP IS AN INTERNAL TXDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

EQUATIONS - NO
EXCEPTIONS - NO
RAILROAD CROSSINGS - STATION 2418+65.60 TO STATION 2419+79.87

RECOMMENDED FOR ACQUISITION

DISTRICT SURVEYOR OR ROW ADMINISTRATOR DATE

RECOMMENDED FOR ACQUISITION

AREA ENGINEER OR DESIGN ENGINEER DATE

FINAL APPROVAL – ACQUISITION COMPLETE

DISTRICT ENGINEER DATE

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 7,147,720.09
PI EASTING	= 2,372,874.99
PI STATION	= 2246+79.03
DELTA	= 04° 47' 56" (RT)
DEGREE OF CURVE	= 00° 24' 23"
TANGENT	= 590.82'
LENGTH	= 1,180.95'
RADIUS	= 14,100.00'
CHORD BEARING	= N 01° 16' 15" E
CHORD	= 1,180.60'
PC STATION	= 2240+88.21
PT STATION	= 2252+69.16

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	71.48'	14,295.00'	00°17'11"	N00°59'07"W	71.48'
C2	349.87'	14,295.00'	01°24'08"	N00°08'27"W	349.86'
C3	722.87'	13,905.00'	02°58'43"	S02°10'52"W	722.79'
C4	512.04'	14,295.00'	02°03'08"	N01°35'11"E	512.02'

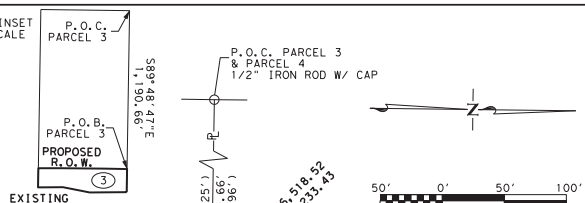
LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°50'29"W	13.95'
L2	S01°07'42"E	31.01'
L3	S89°49'00"E	75.87'
L4	N90°00'00"E	47.64'
L5	N01°06'48"W	10.09'

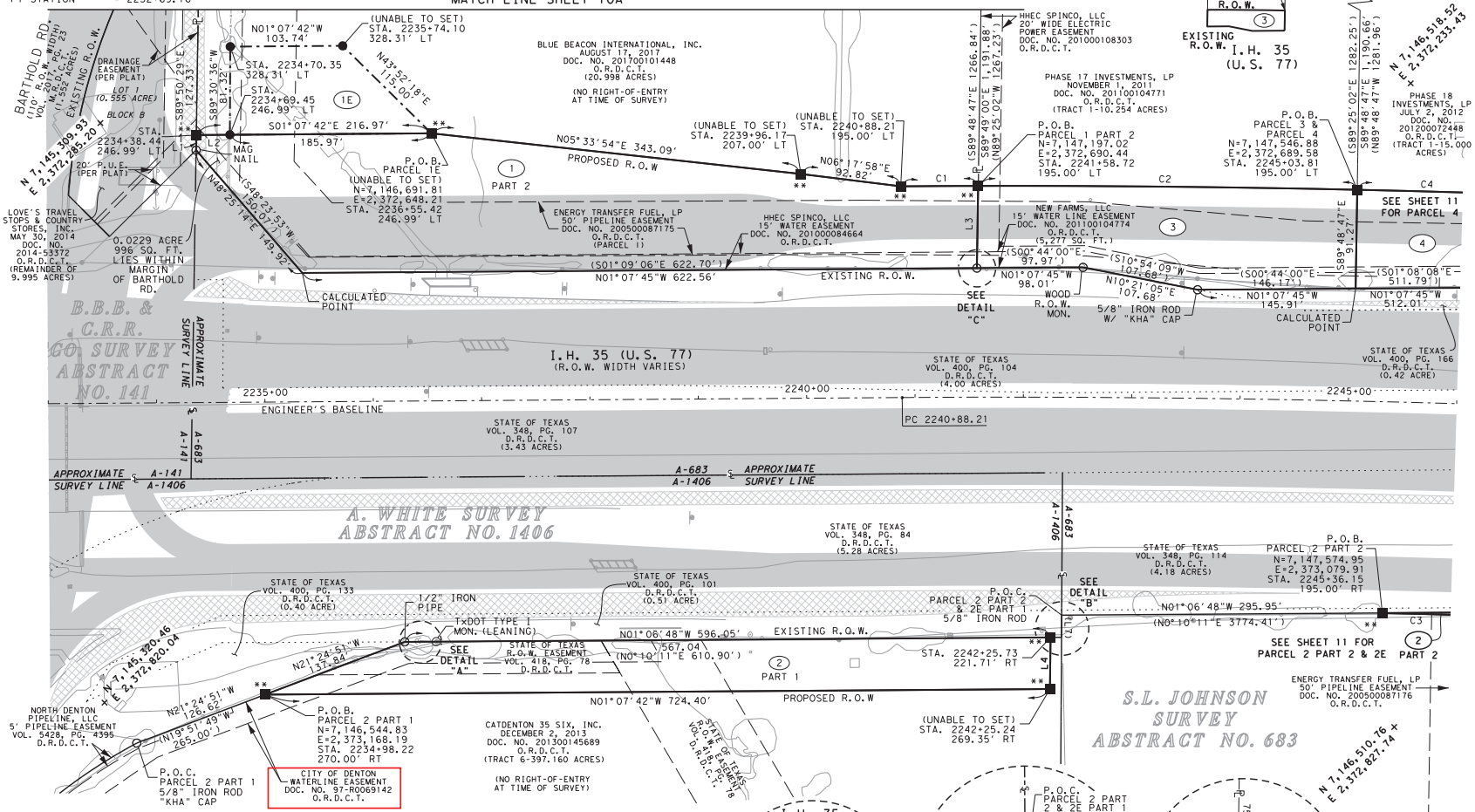
LINE TABLE

LINE	BEARING	DISTANCE
L6	S89°37'12"W	20.43'
(L7)	(N89°49'49"W)	(19.00')
L8	S28°03'58"E	2.82'
L9	N01°06'48"W	29.01'
L10	N01°06'48"W	567.04'
L11	S88°53'12"W	0.89'

PROPERTY INSET
NOT TO SCALE



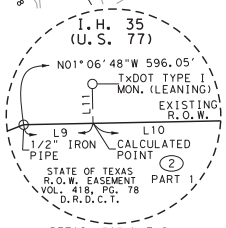
MATCH LINE SHEET 10A



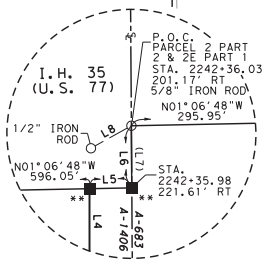
C = CALCULATED D = DEED S = SURVEYED

S.L. JOHNSON SURVEY ABSTRACT NO. 683

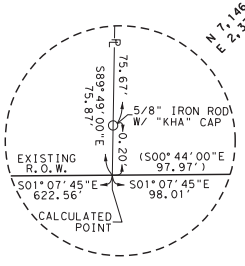
PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
1 PART 1	D 20.998			BLUE BEACON INTERNATIONAL, INC.				2.354 102,513	18.644	
1 PART 2										
1E								N/A		
3	D 10.254			PHASE 17 INVESTMENTS, LP				0.6887 30,000	9.565	



DETAIL "A" N.T.S.



DETAIL "B" N.T.S.



DETAIL "C" N.T.S.

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

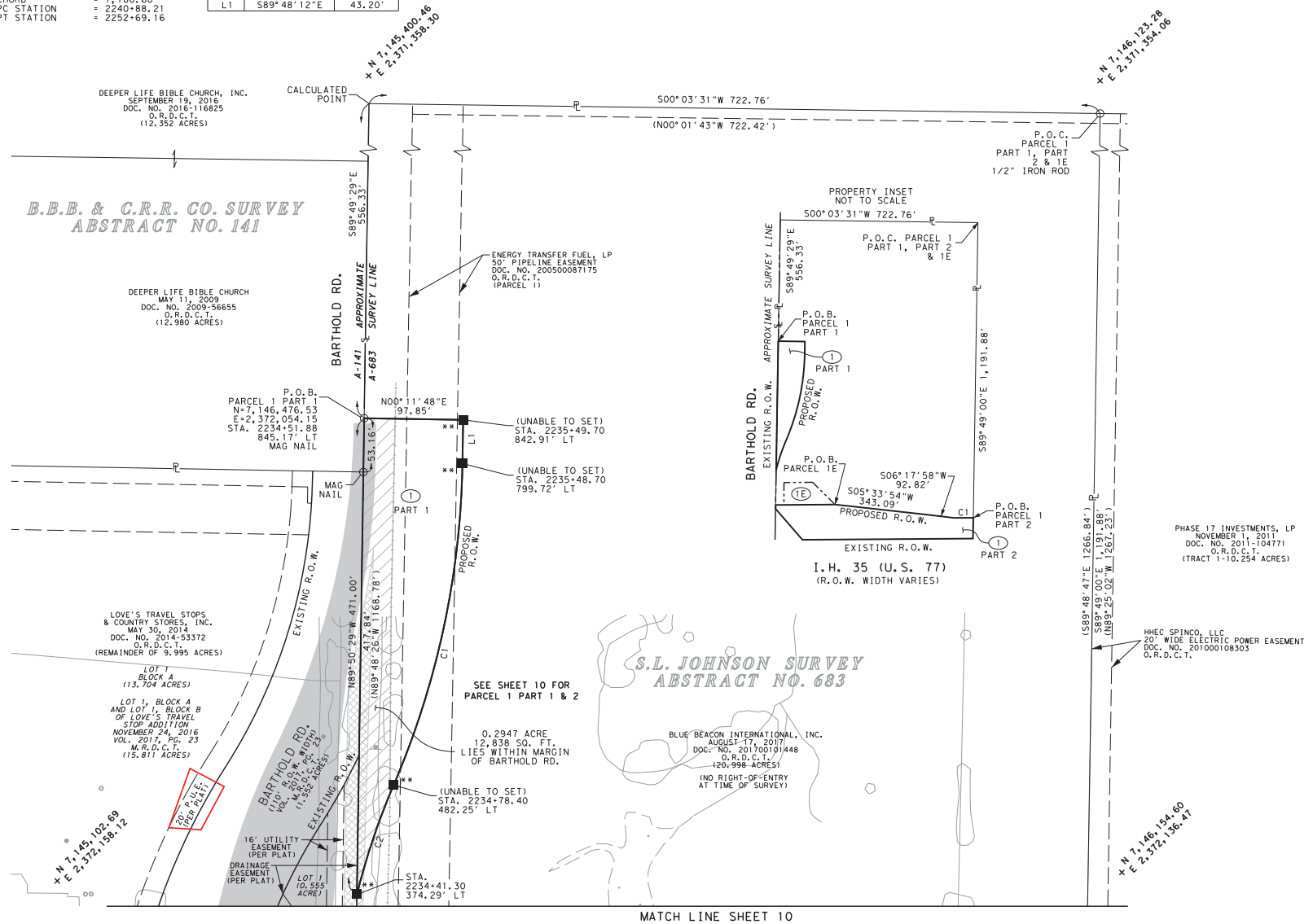
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	10
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 7,147,720.09
PI EASTING = 2,372,874.99
PI STATION = 2246+79.03
DELTA = 04° 47' 56" (RT)
DEGREE OF CURVE = 00° 24' 23"
TANGENT = 590.82'
LENGTH = 1,180.95'
RADIUS = 14,100.00'
CHORD BEARING = N 01° 16' 15" E
CHORD = 1,180.60'
PC STATION = 2240+88.21
PT STATION = 2252+69.16

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	327.23'	840.00'	22°19'12"	S78°38'36"E	325.16'
C2	114.29'	700.00'	09°21'16"	S72°09'39"E	114.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°48'12"E	43.20'



50' 0' 50' 100'
SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

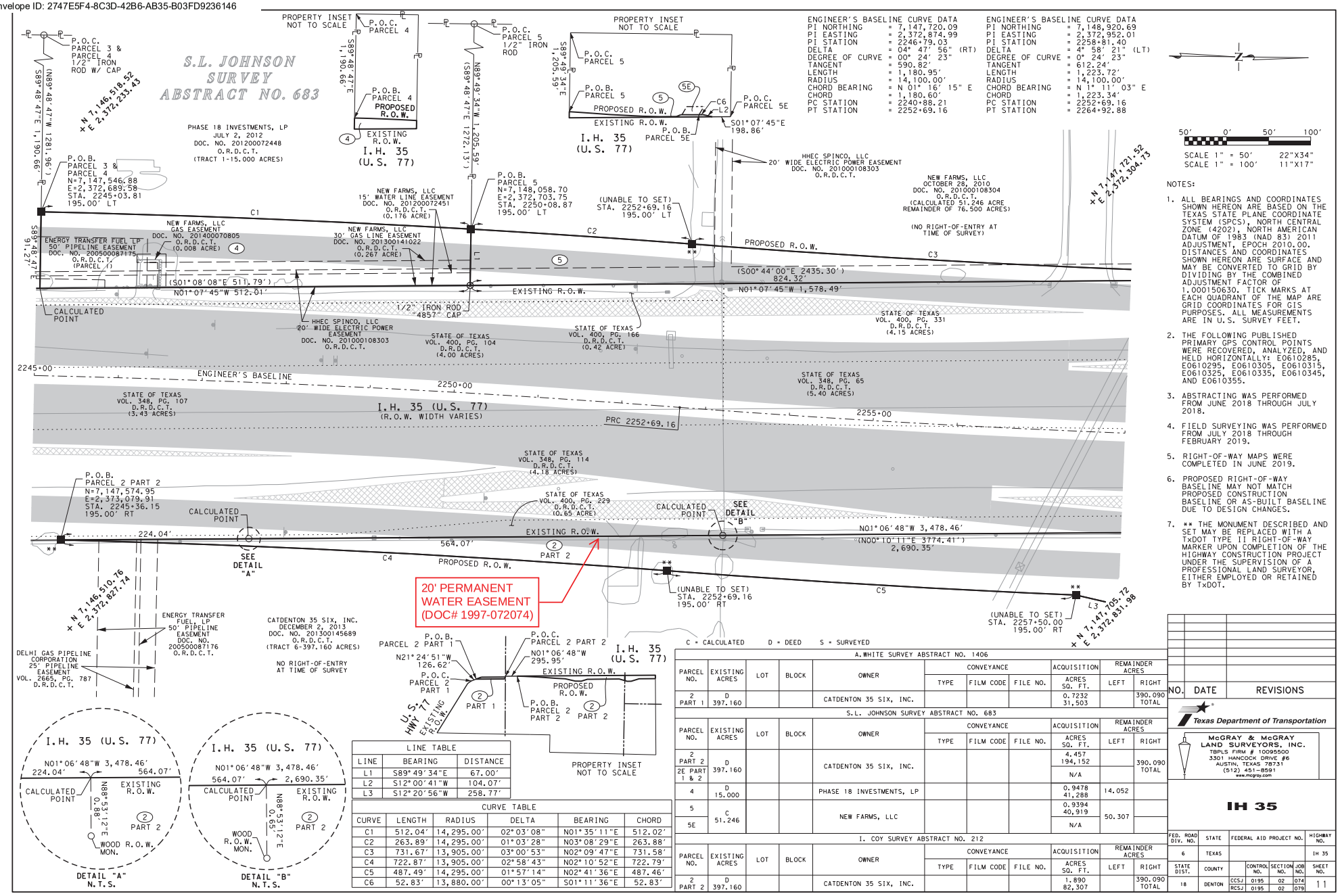
Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	10A
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



ENGINEER'S BASELINE CURVE DATA	
PI NORTHING	= 7,147,720.09
PI EASTING	= 2,372,874.99
PI STATION	= 2246+79.03
DELTA	= 04° 47' 56" (RT)
DEGREE OF CURVE	= 00° 24' 23"
TANGENT	= 590.82'
LENGTH	= 1,180.95'
RADIUS	= 14,100.00'
CHORD BEARING	= N 01° 16' 15" E
CHORD	= 1,180.60'
PC STATION	= 2240+88.21
PT STATION	= 2252+69.16

ENGINEER'S BASELINE CURVE DATA	
PI NORTHING	= 7,148,920.69
PI EASTING	= 2,372,952.01
PI STATION	= 2258+81.40
DELTA	= 4° 58' 21" (LT)
DEGREE OF CURVE	= 0° 24' 23"
TANGENT	= 612.24'
LENGTH	= 1,223.72'
RADIUS	= 14,100.00'
CHORD BEARING	= N 1° 11' 03" E
CHORD	= 1,223.34'
PC STATION	= 2252+69.16
PT STATION	= 2264+92.88

SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: EO610285, EO610295, EO610305, EO610315, EO610325, EO610335, EO610345, AND EO610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°49'34"E	67.00'
L2	S12°00'41"W	104.07'
L3	S12°20'56"W	258.77'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	512.04'	14,295.00'	02°03'08"	N01°35'11"E	512.02'
C2	263.89'	14,295.00'	01°03'28"	N03°08'29"E	263.88'
C3	731.67'	13,905.00'	03°00'53"	N02°09'47"E	731.58'
C4	722.87'	13,905.00'	02°58'43"	N02°10'52"E	722.79'
C5	487.49'	14,295.00'	01°57'14"	N02°41'36"E	487.46'
C6	52.83'	13,880.00'	00°13'05"	S01°11'36"E	52.83'

C = CALCULATED D = DEED S = SURVEYED

A. WHITE SURVEY ABSTRACT NO. 1406

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
2 PART 1	D 397.160			CATDENTON 35 SIX, INC.				0.7232 31,503		390.090 TOTAL

S.L. JOHNSON SURVEY ABSTRACT NO. 683

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
2 PART 2	D 397.160			CATDENTON 35 SIX, INC.				4.457 194,152		390.090 TOTAL
2E PART 1 & 2								N/A		
4	D 15.000			PHASE 18 INVESTMENTS, LP				0.9478 41,288	14.052	
5	C 51.246			NEW FARMS, LLC				0.9394 40,919	50.307	
5E								N/A		

I. COY SURVEY ABSTRACT NO. 212

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
2 PART 2	D 397.160			CATDENTON 35 SIX, INC.				1.890 82,307		390.090 TOTAL

NO.	DATE	REVISIONS

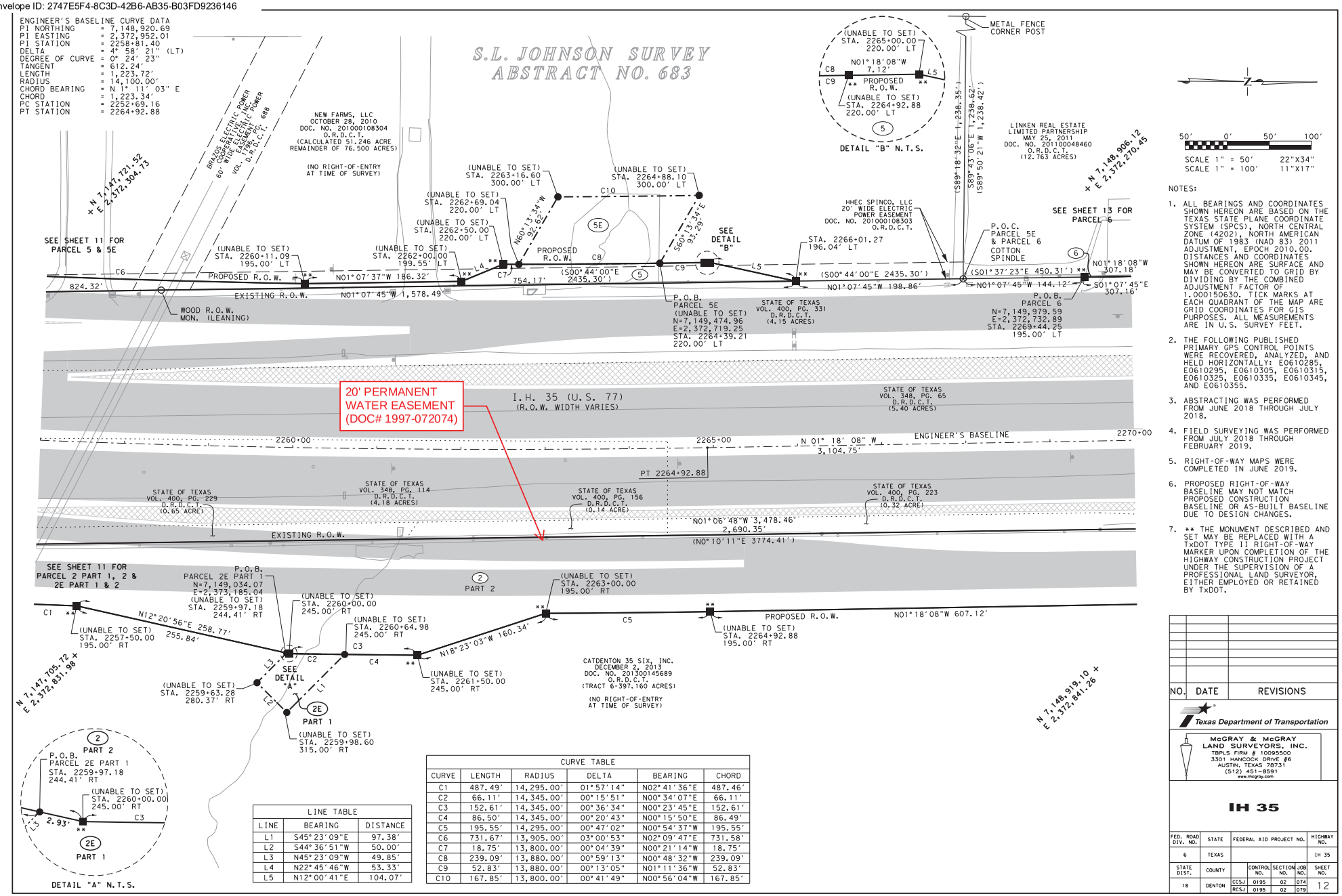
Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	11
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45°23'09"E	97.38'
L2	S44°36'51"W	50.00'
L3	N45°23'09"W	49.85'
L4	N22°45'46"W	53.33'
L5	N12°00'41"E	104.07'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	487.49'	14,295.00'	01°57'14"	N02°41'36"E	487.46'
C2	66.11'	14,345.00'	00°15'51"	N00°34'07"E	66.11'
C3	152.61'	14,345.00'	00°36'34"	N00°23'45"E	152.61'
C4	86.50'	14,345.00'	00°20'43"	N00°15'50"E	86.49'
C5	195.55'	14,295.00'	00°47'02"	N00°54'37"W	195.55'
C6	731.67'	13,905.00'	03°00'53"	N02°09'47"E	731.58'
C7	18.75'	13,800.00'	00°04'39"	N00°21'14"W	18.75'
C8	239.09'	13,880.00'	00°59'13"	N00°48'32"W	239.09'
C9	52.83'	13,880.00'	00°13'05"	N01°11'36"W	52.83'
C10	167.85'	13,800.00'	00°41'49"	N00°56'04"W	167.85'

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

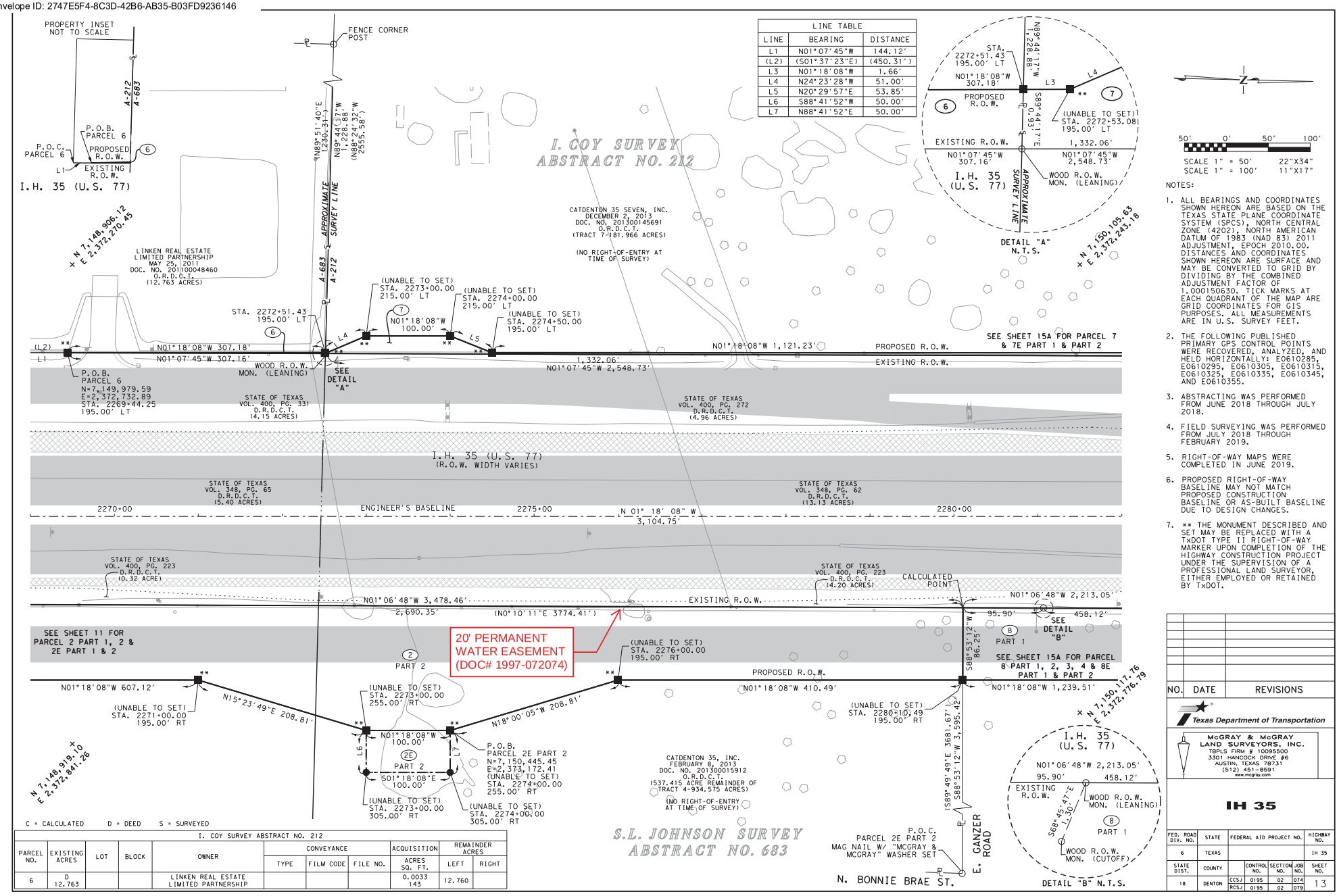
Texas Department of Transportation

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	12
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°07'45"W	144.12'
(L2)	(S01°37'23"E)	(450.31')
L3	N01°18'08"W	1.66'
L4	N24°23'28"W	51.00'
L5	N20°29'57"E	53.85'
L6	S88°41'52"W	50.00'
L7	N88°41'52"E	50.00'

C = CALCULATED D = DEED S = SURVEYED

I. COY SURVEY ABSTRACT NO. 212									
PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE			ACQUISITION	REMAINDER ACRES	
					TYPE	FILM CODE	FILE NO.	ACRES SQ. FT.	LEFT	RIGHT
6	D 12.763			LINKEN REAL ESTATE LIMITED PARTNERSHIP				0.0033 143	12.760	

50' 0' 50' 100'

SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

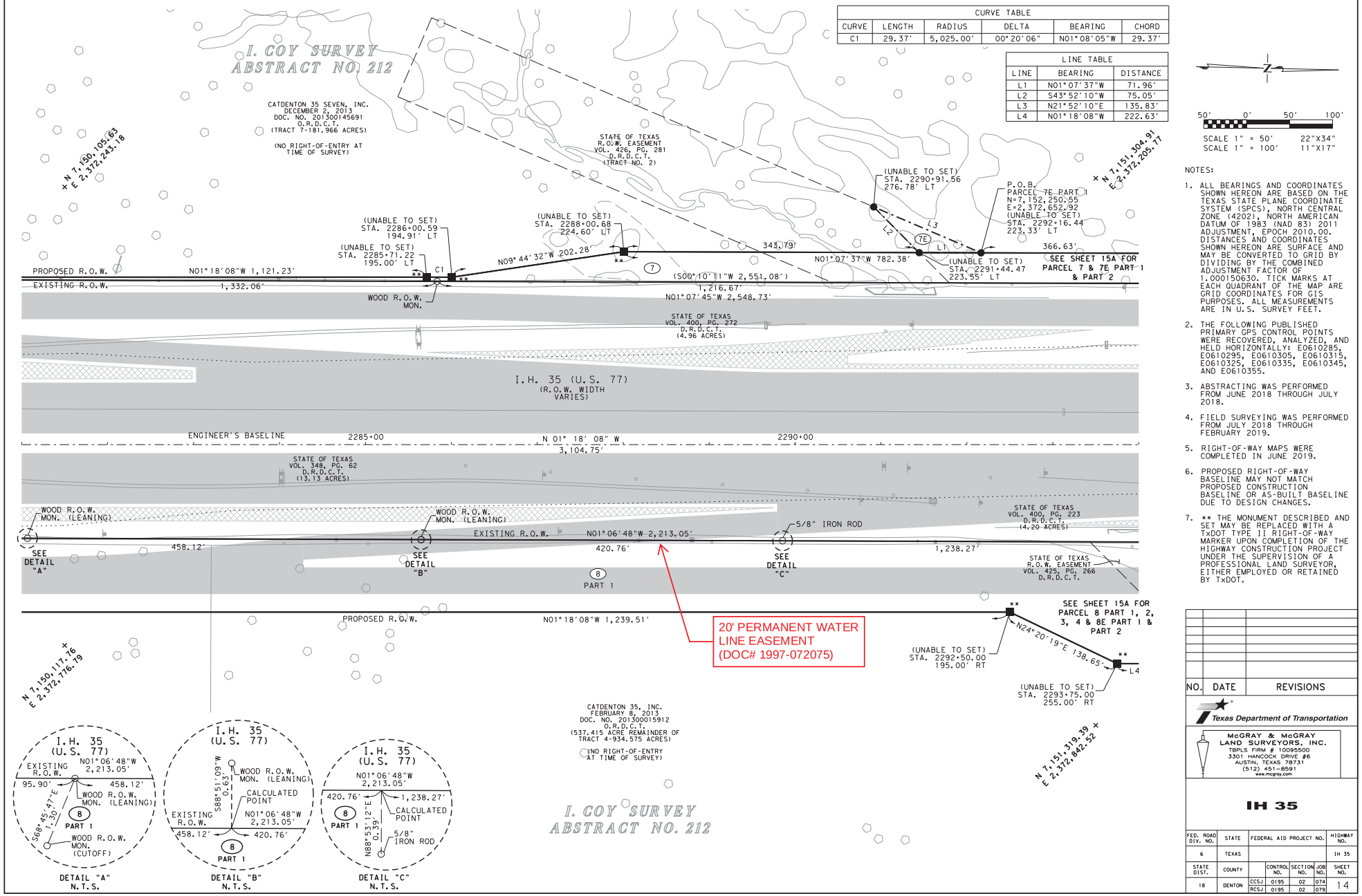
Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	13
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	29.37'	5,025.00'	00°20'06"	N01°08'05"W	29.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°07'37"W	71.96'
L2	S43°52'10"W	75.05'
L3	N21°52'10"E	135.83'
L4	N01°18'08"W	222.63'

SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: EO610285, EO610295, EO610305, EO610315, EO610325, EO610335, EO610345, AND EO610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

Texas Department of Transportation

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

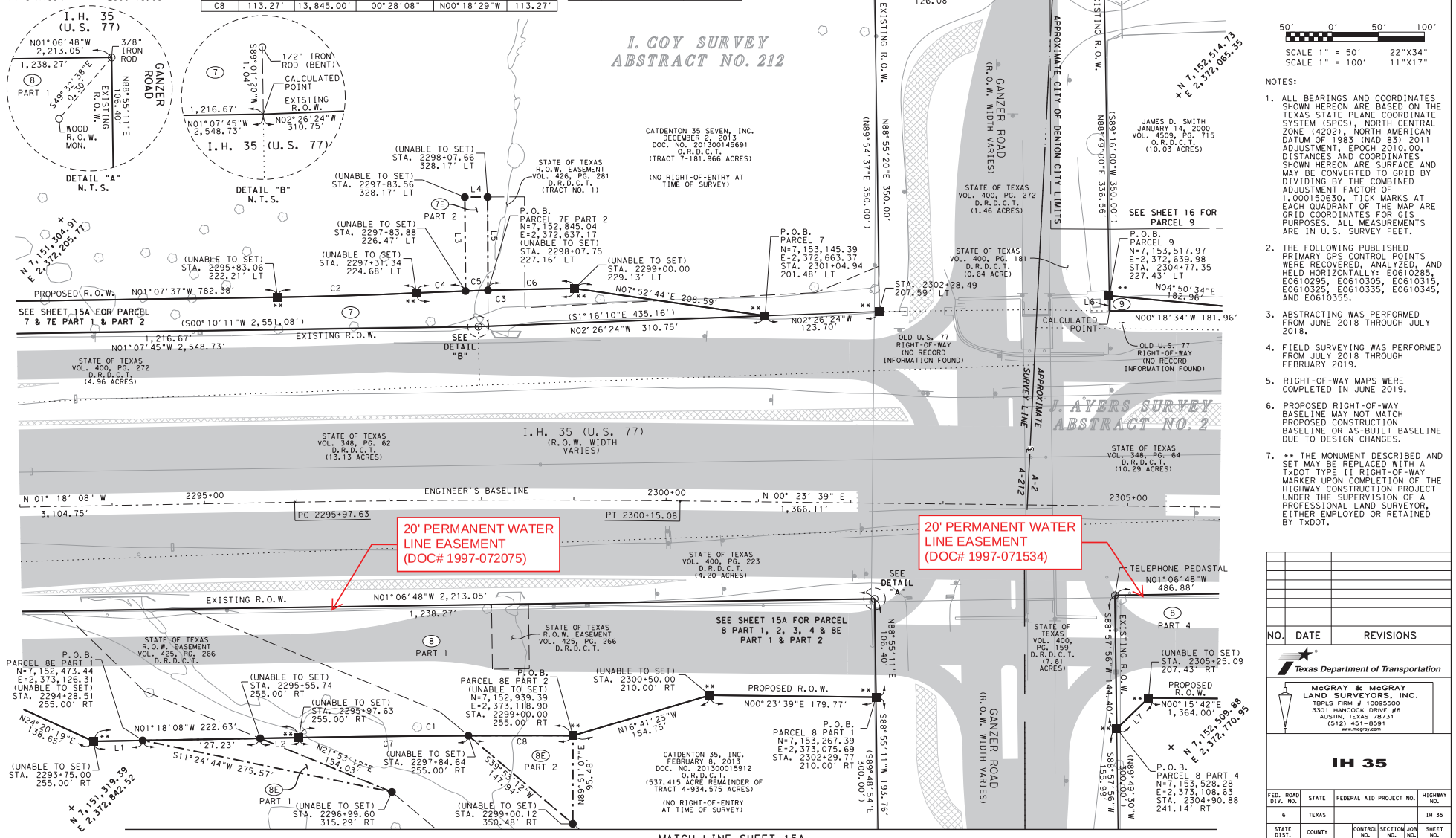
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	14
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 7,152,845.41
PI EASTING = 2,372,862.79
PI STATION = 2298+06.37
DELTA = 1° 41' 47" (RT)
DEGREE OF CURVE = 0° 24' 23"
TANGENT = 208.74'
LENGTH = 417.45'
RADIUS = 14,100.00'
CHORD BEARING = N 0° 27' 15" W
CHORD = 417.44'
PC STATION = 2295+97.63
PT STATION = 2300+15.08

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	296.90'	13,845.00'	01°13'43"	N00°41'16"W	296.89'
C2	150.42'	4,940.00'	01°44'41"	N01°59'57"W	150.41'
C3	171.44'	5,060.00'	01°56'29"	N01°54'04"W	171.43'
C4	53.42'	5,060.00'	00°36'17"	N02°34'09"W	53.42'
C5	24.26'	5,060.00'	00°16'29"	N02°07'46"W	24.26'
C6	93.76'	5,060.00'	01°03'42"	N01°27'40"W	93.76'
C7	296.90'	13,845.00'	01°13'43"	N00°41'16"W	296.89'
C8	113.27'	13,845.00'	00°28'08"	N00°18'29"W	113.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°18'08"W	53.51'
L2	N01°18'08"W	41.89'
L3	S89°16'00"W	101.70'
L4	N00°30'09"W	24.66'
L5	N89°29'51"E	101.01'
L6	S88°49'00"W	16.43'
L7	N44°11'22"W	48.03'



SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: EO610285, EO610295, EO610305, EO610315, EO610325, EO610335, EO610345, AND EO610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

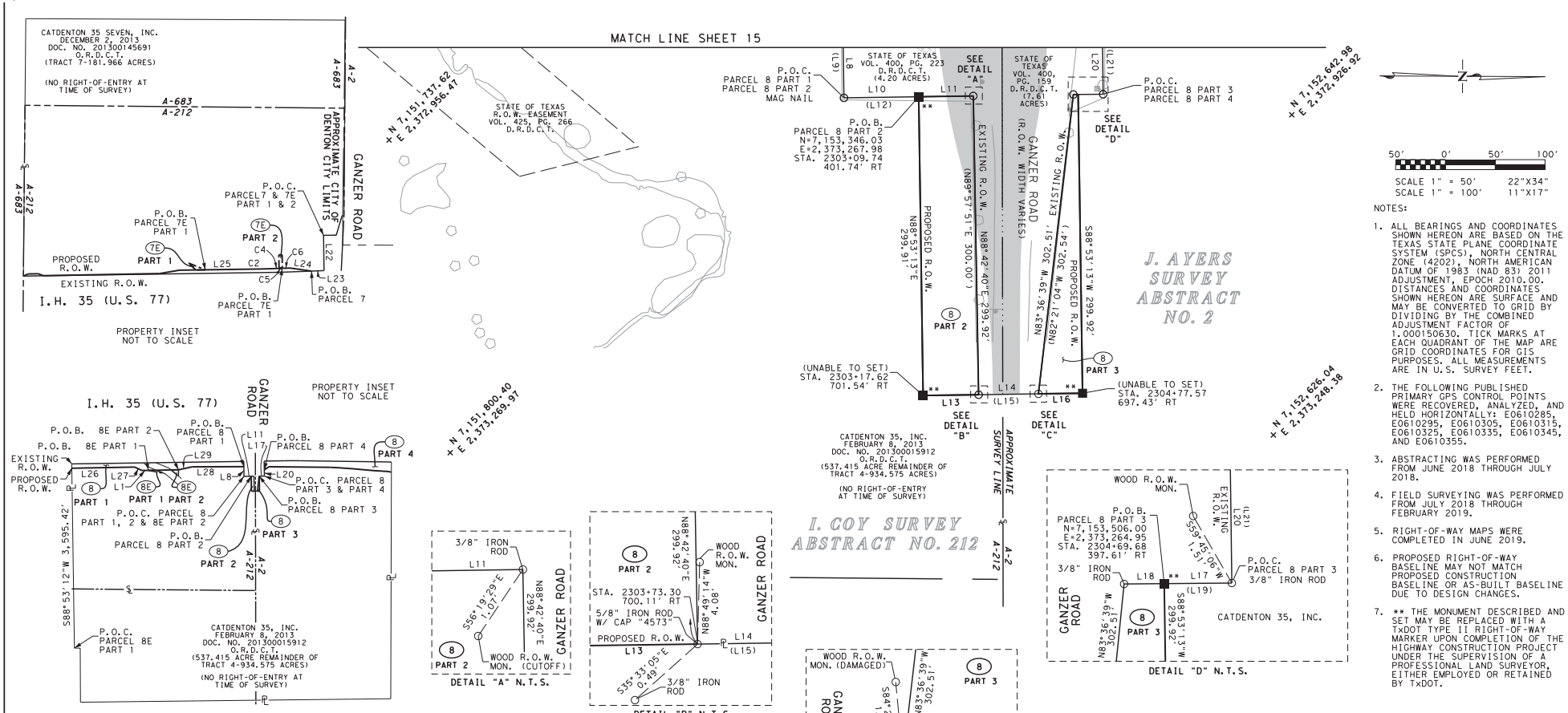
Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	15
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



C = CALCULATED D = DEED S = SURVEYED

I. COY SURVEY ABSTRACT NO. 212

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
7	D 181.966			CATDENTON 35 SEVEN, INC.				1.248 54,359	180.718	
7E PART 1								N/A		
7E PART 2										
8 PART 1	C 537.415			CATDENTON 35, INC.				5.254 228,852		523.230 (TOTAL)
8 PART 2								0.3803 16,564		
8E PART 1								N/A		
8E PART 2										

J. AYERS SURVEY ABSTRACT NO. 2

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
8 PART 3	C 537.415			CATDENTON 35, INC.				8.382 365,107		523.230 (TOTAL)
8 PART 4								14.185 617,890		

LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°18'08"W	53.51'
L8	S88°55'11"W	193.76'
(L9)	(S89°48'54"E)	(300.00')
L10	N01°05'50"W	75.00'
L11	N01°05'50"W	54.77'
(L12)	(N00°09'19"E)	(129.70')
L13	S01°04'49"E	55.69'
L14	N01°04'49"W	60.00'
(L15)	(N00°01'22"E)	(60.00')
L16	N01°04'49"W	44.31'
L17	N00°48'30"W	25.10'
L18	N00°48'30"W	4.81'
(L19)	(N00°31'44"E)	(29.98')
L20	S88°57'56"W	155.99'
(L21)	(N89°49'30"W)	(300.00')
L22	N88°55'20"E	350.00'
L23	S02°26'24"E	123.70'
L24	S07°52'44"W	208.59'
L25	S01°07'37"E	366.63'
L26	N01°18'08"W	1,239.51'
L27	N24°20'19"E	138.65'
L28	S00°23'39"W	179.77'
L29	S16°41'25"E	154.75'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C2	150.42'	4,940.00'	01°44'41"	S01°59'57"E	150.41'
C4	53.42'	5,060.00'	00°36'17"	S02°34'09"E	53.42'
C5	24.26'	5,060.00'	00°16'29"	S02°07'46"E	24.26'
C6	93.76'	5,060.00'	01°03'42"	S01°27'40"E	93.76'

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: EO610285, EO610295, EO610305, EO610315, EO610325, EO610335, EO610345, AND EO610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

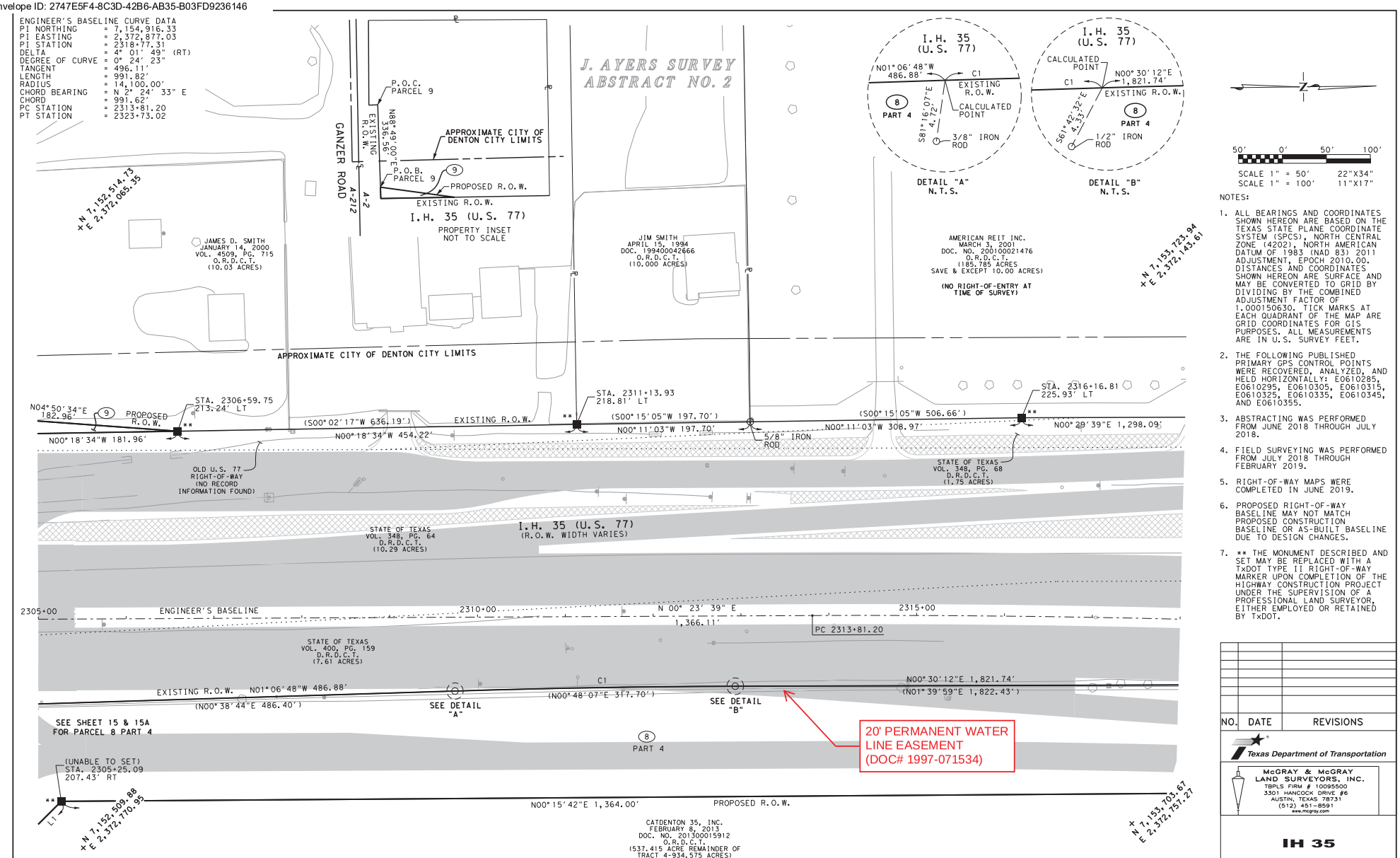
Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	15A
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



C = CALCULATED D = DEED S = SURVEYED

J. AYERS SURVEY ABSTRACT NO. 2

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
9	D 10.03			JAMES D. SMITH				0.0343 1,495	10.00	

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	319.10'	11,309.20'	01°37'00"	N00°18'18"W	319.09'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N44°11'22"W	48.03'

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	16
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 7,154,916.33
PI EASTING = 2,372,877.03
PI STATION = 2318+77.31
DELTA = 4° 01' 49" (RT)
DEGREE OF CURVE = 0° 24' 23"
TANGENT = 496.11'
LENGTH = 991.82'
RADIUS = 14,100.00'
CHORD BEARING = N 2° 24' 33" E
CHORD = 991.62'
PC STATION = 2313+81.20
PT STATION = 2323+73.02

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 7,155,889.08
PI EASTING = 2,372,952.30
PI STATION = 2328+52.56
DELTA = 3° 53' 45" (LT)
DEGREE OF CURVE = 0° 24' 23"
TANGENT = 479.54'
LENGTH = 958.71'
RADIUS = 14,100.00'
CHORD BEARING = N 2° 28' 35" E
CHORD = 958.52'
PC STATION = 2323+73.02
PT STATION = 2333+31.73

J. AYERS SURVEY
ABSTRACT NO. 2

AMERICAN REIT INC.
MARCH 3, 2001
DOC. NO. 200100021476
O.R.D.C.T.
(185.785 ACRES
SAVE & EXCEPT 10.00 ACRES)

(NO RIGHT-OF-ENTRY AT TIME OF SURVEY)

N 7,154,923.09
+ E 2,372,209.30

N 7,153,723.94 +
E 2,372,143.61

APPROXIMATE CITY OF DENTON CITY LIMITS

SEE SHEET 18 FOR PARCEL 10

STA. 2329+11.08
284.24' LT

10

N06° 43' 29"W
187.01'

**

N00° 29' 39"E
476.51'

(S00° 33' 40"W 1774.18')
N00° 29' 39"E 1,298.09'

EXISTING R.O.W.

STATE OF TEXAS
VOL. 348, PG. 68
D.R.D.C.T.
(1.75 ACRES)

STATE OF TEXAS
VOL. 348, PG. 64
D.R.D.C.T.
(10.29 ACRES)

I.H. 35 (U.S. 77)
(R.O.W. WIDTH VARIES)

STATE OF TEXAS
VOL. 400, PG. 159
D.R.D.C.T.
(7.61 ACRES)

2320+00 2325+00 ENGINEER'S BASELINE 2330+00

PRC 2323+73.02

N00° 30' 12"E 1,821.74'
(N01° 39' 59"E 1,822.43')

EXISTING R.O.W.

20' PERMANENT WATER LINE EASEMENT (DOC# 1997-071534)

8
PART 4

SEE SHEET 15 & 15A FOR PARCEL 8 PART 4

DENTON COUNTY ELECTRIC COOPERATIVE, INC., D/B/A/ COSERV ELECTRIC
10' ELECTRIC LINE EASEMENT
DOC. NO. 2007001107666
O.R.D.C.T.

N00° 15' 42"E 1,364.00'

**

(UNABLE TO SET)
STA. 2318+96.32
195.00' RT

C1

**

(UNABLE TO SET)
STA. 2325+12.86
196.43' RT

PROPOSED R.O.W.

C2

N 7,153,703.67 +
E 2,372,757.27

N 7,154,899.24
+ E 2,372,865.92

CATDENTON 35, INC.
FEBRUARY 8, 2013
DOC. NO. 201300015912
O.R.D.C.T.
(537.415 ACRE REMAINDER OF TRACT 4-934.575 ACRES)

(NO RIGHT-OF-ENTRY AT TIME OF SURVEY)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	611.90'	13,905.00'	02° 31' 17"	N03° 44' 53"E	611.85'
C2	544.94'	14,295.00'	02° 11' 03"	N03° 55' 00"E	544.90'

50' 0' 50' 100'

SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

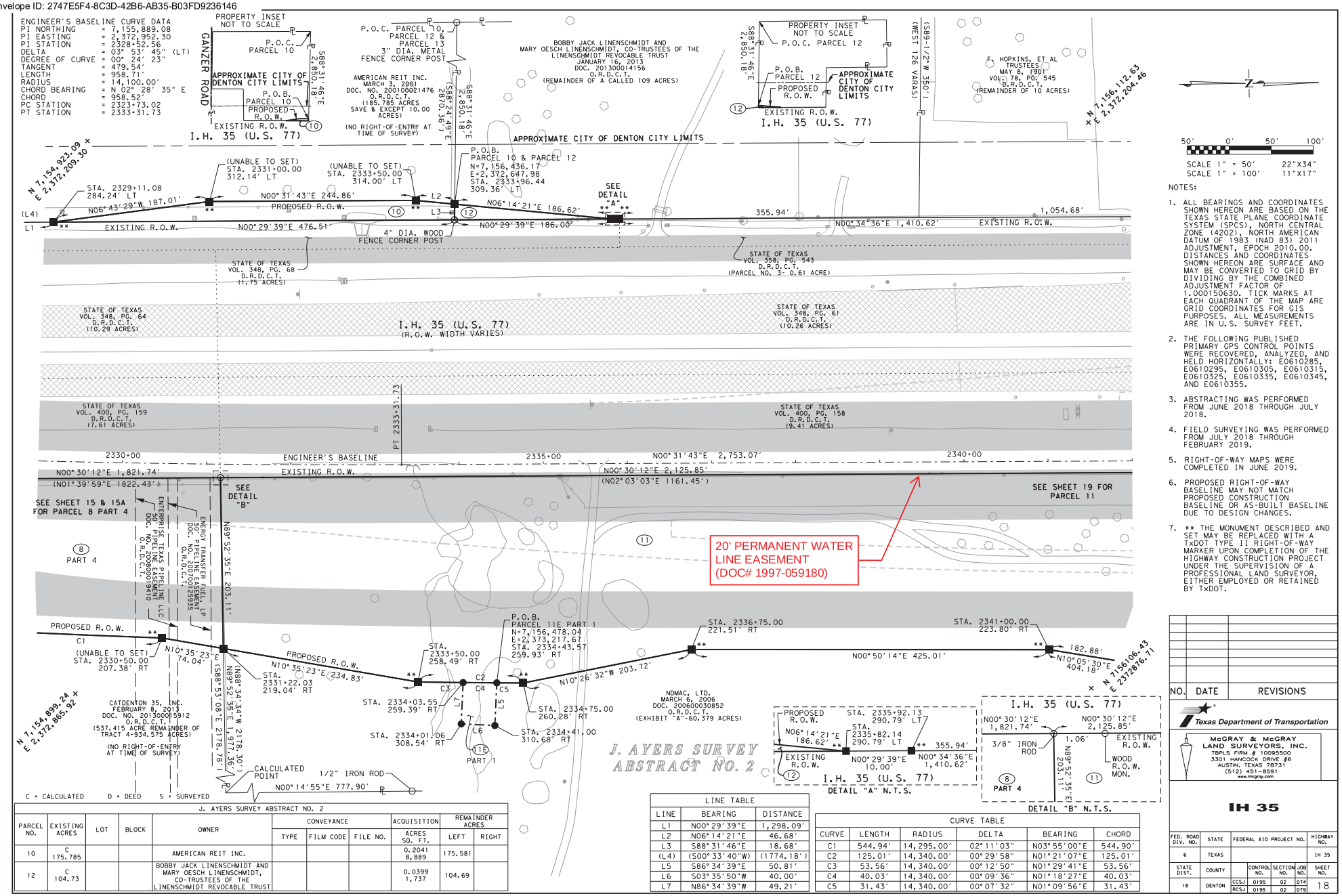
Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	17
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

J. AYERS SURVEY ABSTRACT NO. 2

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
10	C 175.785			AMERICAN REIT INC.				0.2041 8,889	175.581	
12	C 104.73			BOBBY JACK LINENSCHMIDT AND MARY OESCH LINENSCHMIDT, CO-TRUSTEES OF THE LINENSCHMIDT REVOCABLE TRUST				0.0399 1,737	104.69	

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°29'39"E	1,298.09'
L2	N06°14'21"E	46.68'
L3	S88°31'46"E	18.68'
(L4)	(S00°33'40"W)	(1774.18')
L5	S86°34'39"E	50.81'
L6	S03°35'50"W	40.00'
L7	N86°34'39"W	49.21'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	544.94'	14,295.00'	02°11'03"	N03°55'00"E	544.90'
C2	125.01'	14,340.00'	00°29'58"	N01°21'07"E	125.01'
C3	53.56'	14,340.00'	00°12'50"	N01°29'41"E	53.56'
C4	40.03'	14,340.00'	00°09'36"	N01°18'27"E	40.03'
C5	31.43'	14,340.00'	00°07'32"	N01°09'56"E	31.43'

NO.	DATE	REVISIONS

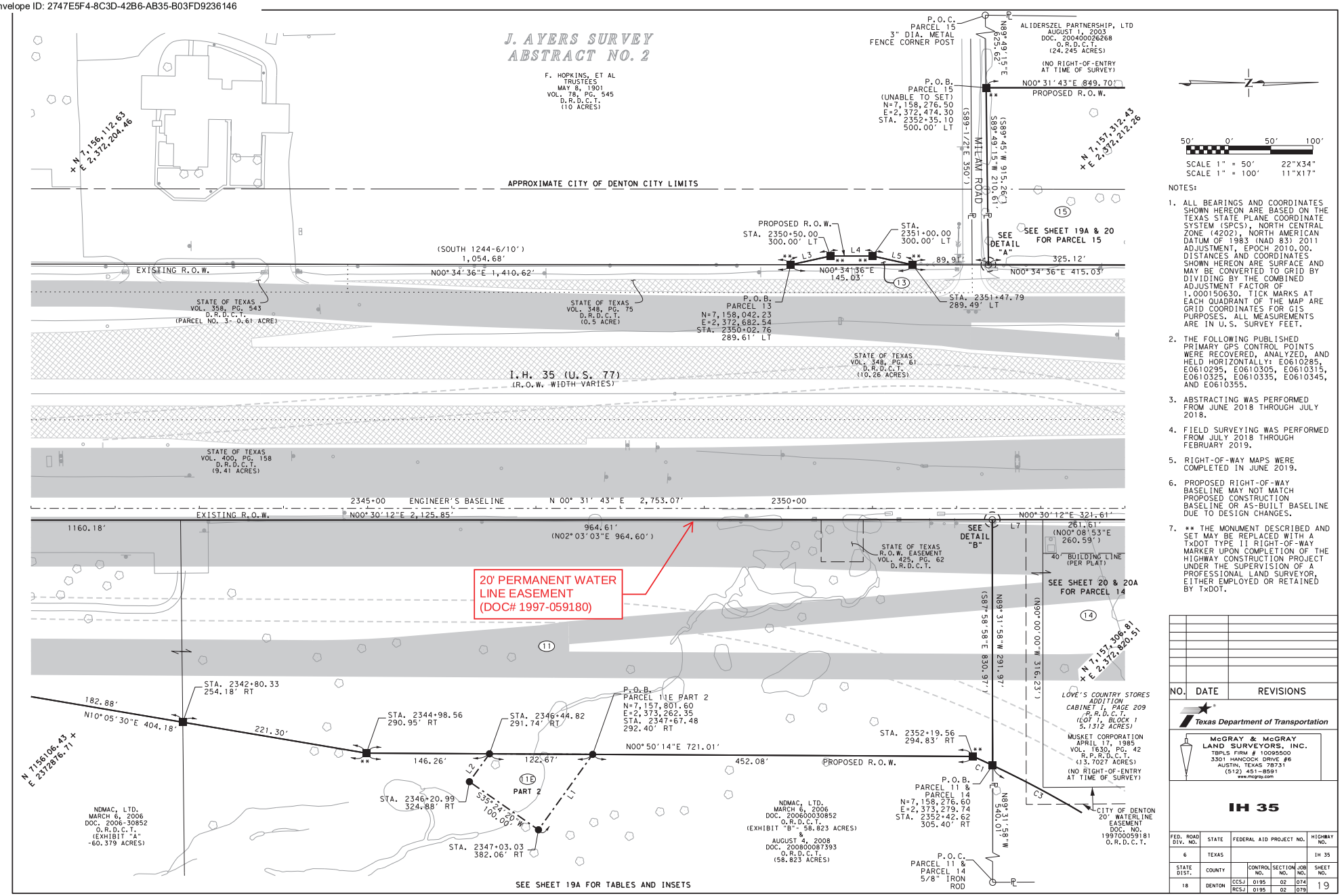
Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	18
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



50' 0' 50' 100'

SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: EO610285, EO610295, EO610305, EO610315, EO610325, EO610335, EO610345, AND EO610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

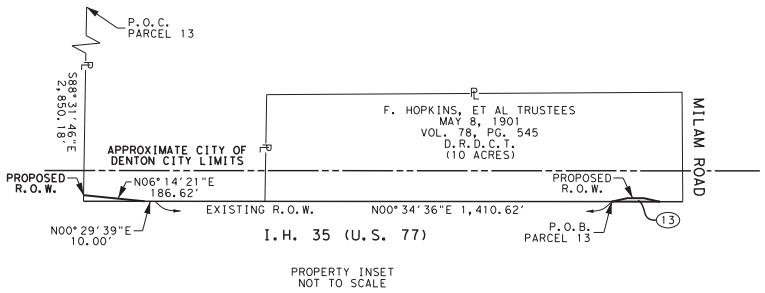
Texas Department of Transportation

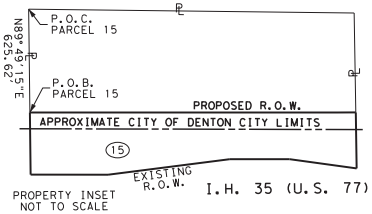
McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

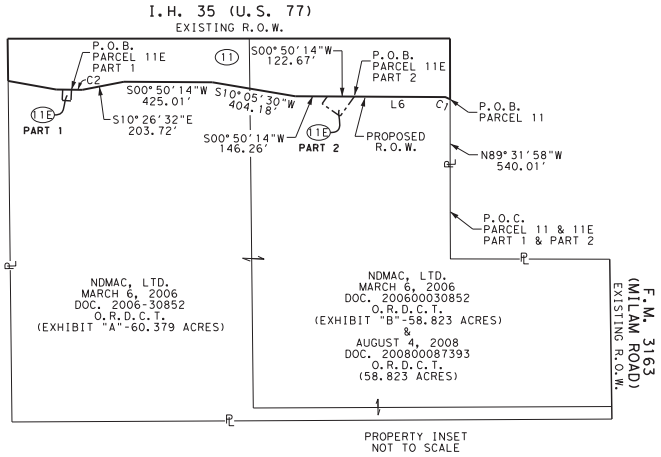
IH 35

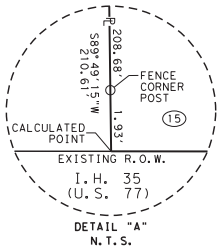
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	19
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

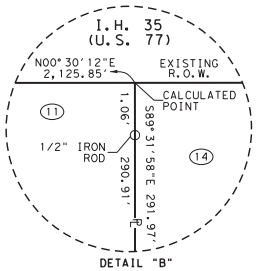








DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

C = CALCULATED D = DEED S = SURVEYED

J. AYERS SURVEY ABSTRACT NO. 2

PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE			ACQUISITION	REMAINDER ACRES	
					TYPE	FILM CODE	FILE NO.	ACRES SQ. FT.	LEFT	RIGHT
11	C 119.202			NDMAC, LTD.				11.975 521,622		107.227
11E PART 1								N/A		
11E PART 2										
13	D 10			F. HOPKINS, ET AL TRUSTEES				0.0234 1,020	9.98	
15	D 24.245			ALIDERSZEL PARTNERSHIP, LTD				5.315 231,530	18.930	

LINE TABLE

LINE	BEARING	DISTANCE
L1	S53°45'43"E	110.43'
L2	N53°45'43"W	40.82'
L3	N11°52'45"W	48.37'
L4	N00°31'43"E	50.00'
L5	N12°56'10"E	48.94'
L6	S00°50'14"W	452.08'
L7	N00°30'12"E	60.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	25.37'	12,242.00'	01°10'13"	N25°09'05"E	25.37'
C2	31.43'	14,340.00'	00°07'32"	S01°09'56"W	31.43'
C3	793.54'	1,242.00'	36°36'27"	N44°02'25"E	780.11'

NO.	DATE	REVISIONS

Texas Department of Transportation

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	19A
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 7,160,429.47
PI EASTING = 2,372,994.19
PI STATION = 2373+92.77
DELTA = 10° 35' 59" (LT)
DEGREE OF CURVE = 00° 24' 23"
TANGENT = 1,307.97'
LENGTH = 2,608.48'
RADIUS = 14,100.00'
CHORD BEARING = N 04° 46' 16" W
CHORD = 2,604.76'
PC STATION = 2360+84.80
PT STATION = 2386+93.28

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	389.46'	13,600.00'	01°38'26"	N00°17'30"W	389.45'
C2	11.02'	13,600.00'	00°02'47"	N01°08'07"W	11.02'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°29'57"E	304.40'
L2	N00°16'55"E	304.01'
(L3)	(N00°01'10"E)	(303.67')

J. AYERS SURVEY
ABSTRACT NO. 2

DETAIL "A" N.T.S.

DETAIL "B" N.T.S.

ALIDERSZEL PARTNERSHIP, LTD
AUGUST 1, 2003
DOC. 200400026268
O.R.D.C.T.
(24.245 ACRES)
(NO RIGHT-OF-ENTRY AT TIME OF SURVEY)

PAUL MARTIN BUILDING
JUNE 21, 1982
VOL. 1150, PG. 223
D.R.D.C.T.
(CALCULATED 34.197 ACRE REMAINDER OF 45.3967 ACRES)
(NO RIGHT-OF-ENTRY AT TIME OF SURVEY)

(UNABLE TO SET)
STA. 2360+84.80
500.00' LT

(UNABLE TO SET)
STA. 2364+88.57
500.00' LT

(UNABLE TO SET)
STA. 2365+00.00
500.00' LT

N00°31'43"E 849.70'
PROPOSED R.O.W.

N 7,157,312.43
+ E 2,372,212.26

N 7,158,496.58
+ E 2,372,122.37

N34°37'41"E 362.32'

S89°36'31"W 206.71'

(N89°04'40"E 797.93')

192.58'

APPROXIMATE CITY OF DENTON CITY LIMITS

SEE SHEET 21 & 21A FOR PARCEL 20

SEE DETAIL "A"

SEE DETAIL "B"

CALCULATED POINT

N00°29'57"E 200.00'

WOOD R.O.W. MONUMENT

N08°22'50"E 310.31'

N08°22'50"E 87.09'

N06°45'13"W 410.61'

EXISTING R.O.W.

325.12'

N00°34'35"E 415.03'

STATE OF TEXAS
VOL. 400, PG. 163
D.R.D.C.T.
(0.61 ACRE)

STATE OF TEXAS
VOL. 400, PG. 251
D.R.D.C.T.
(0.18 ACRE)

STATE OF TEXAS
VOL. 348, PG. 61
D.R.D.C.T.
(10.26 ACRES)

STATE OF TEXAS
VOL. 348, PG. 71
D.R.D.C.T.
(10.08 ACRES)

I.H. 35 (U.S. 77)
(R.O.W. WIDTH VARIES)

STATE OF TEXAS
VOL. 348, PG. 70
D.R.D.C.T.
(1.08 ACRES)

STATE OF TEXAS
VOL. 400, PG. 158
D.R.D.C.T.
(9.41 ACRES)

STATE OF TEXAS
VOL. 400, PG. 167
D.R.D.C.T.
(1.74 ACRES)

WOOD R.O.W. MON. (LEANING)

2355+00

N00°30'12"E 321.61'

(N00°08'53"E 260.59')

261.61'

N03°58'12"E 330.60'

(N03°09'01"E 331.13')

N 00° 31' 43" E
2,753.07'

2360+00

PC 2360+84.80

2365+00

N02°02'08"W 429.14'

(N02°17'35"W 429.22')

EXISTING R.O.W.

L2

(L3)

FENCE CORNER POST

CALCULATED POINT

WOOD R.O.W. MONUMENT

40' BUILDING LINE (PER PLAT)

UPPER TRINITY REGIONAL WATER DISTRICT
20' WATER LINE EASEMENT
DOC. 199700080625
O.R.D.C.T.

city of denton maintains

LOVE'S COUNTRY STORES ADDITION
CABINET I, PAGE 209
P.R.D.C.T.
(LOT 1, BLOCK 1
5.1312 ACRES)

MUSKET CORPORATION
APRIL 17, 1985
VOL. 1630, PG. 42
R.P.R.D.C.T.
(13.7027 ACRES)
(NO RIGHT-OF-ENTRY AT TIME OF SURVEY)

(N89°00'00"W 316.23')

N 7,157,306.81
+ E 2,372,620.51

S89°28'06"E 299.44'

(S89°54'31"E 299.63')

EXISTING R.O.W.

F.M. 3163 (MILAM ROAD)

N89°10'44"W 298.92'

(N89°20'09"W 298.79')

EXISTING R.O.W.

APPROXIMATE CITY OF DENTON CITY LIMITS

WHOLISTIC FARMS, LLC
OCTOBER 1, 2007
DOC. 200700118767
O.R.D.C.T.
(8.968 ACRES)
(NO RIGHT-OF-ENTRY AT TIME OF SURVEY)

N 7,158,510.03
+ E 2,372,688.22

MATCH LINE SHEET 20A

MATCH LINE SHEET 20B

50' 0' 50' 100'

SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgry.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	20
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

C = CALCULATED D = DEED S = SURVEYED

J. AYERS SURVEY ABSTRACT NO. 2

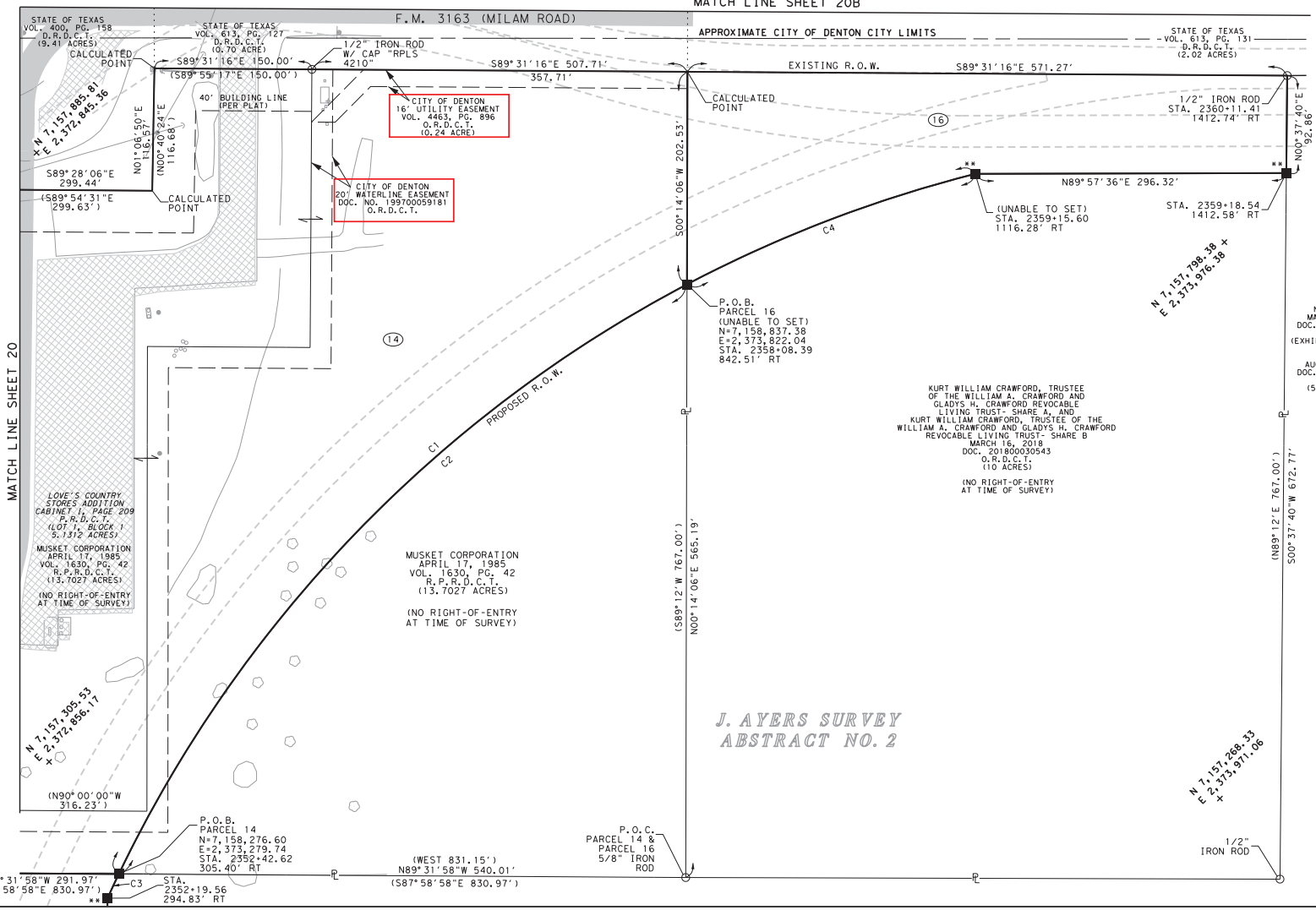
PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE TYPE	CONVEYANCE FILM CODE	CONVEYANCE FILE NO.	ACQUISITION ACRES SQ. FT.	REMAINDER ACRES LEFT	REMAINDER ACRES RIGHT
14	D 13.7027			MUSKET CORPORATION				9.445 411,403		4.258
16	D 10			KURT WILLIAM CRAWFORD, TRUSTEE OF THE WILLIAM A. CRAWFORD AND GLADYS H. CRAWFORD REVOCABLE LIVING TRUST- SHARE A, AND KURT WILLIAM CRAWFORD, TRUSTEE OF THE WILLIAM A. CRAWFORD AND GLADYS H. CRAWFORD REVOCABLE LIVING TRUST- SHARE B				1.541 67,112		8.459

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	793.54'	1,242.00'	36°36'27"	N44°02'25"E	780.11'
C2	1,113.62	1,242.00'	51°22'24"	N50°15'10"E	1,076.69'
C3	25.37'	12,242.00'	01°10'13"	N25°09'05"E	25.37'
C4	294.71'	1,242.00'	13°35'44"	N69°08'30"E	294.02'

50' 0' 50' 100'

SCALE 1" = 50' 22"X34"
SCALE 1" = 100' 11"X17"



NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (SPCS), NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000150630. TICK MARKS AT EACH QUADRANT OF THE MAP ARE GRID COORDINATES FOR GIS PURPOSES. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
2. THE FOLLOWING PUBLISHED PRIMARY GPS CONTROL POINTS WERE RECOVERED, ANALYZED, AND HELD HORIZONTALLY: E0610285, E0610295, E0610305, E0610315, E0610325, E0610335, E0610345, AND E0610355.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2018 THROUGH JULY 2018.
4. FIELD SURVEYING WAS PERFORMED FROM JULY 2018 THROUGH FEBRUARY 2019.
5. RIGHT-OF-WAY MAPS WERE COMPLETED IN JUNE 2019.
6. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
7. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

NO.	DATE	REVISIONS

Texas Department of Transportation

McGRAY & McGRAY LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

IH 35

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
6	TEXAS					IH 35
STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
18	DENTON	CCSJ	0195	02	074	20A
		RCSJ	0195	02	079	

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

U00017637

TxDOT Highway Project Number: 0195-02-074
TxDOT Parcel 01

RCSJ 0195-02-079
From: US77/Barthold Dr.
To: Milam Rd

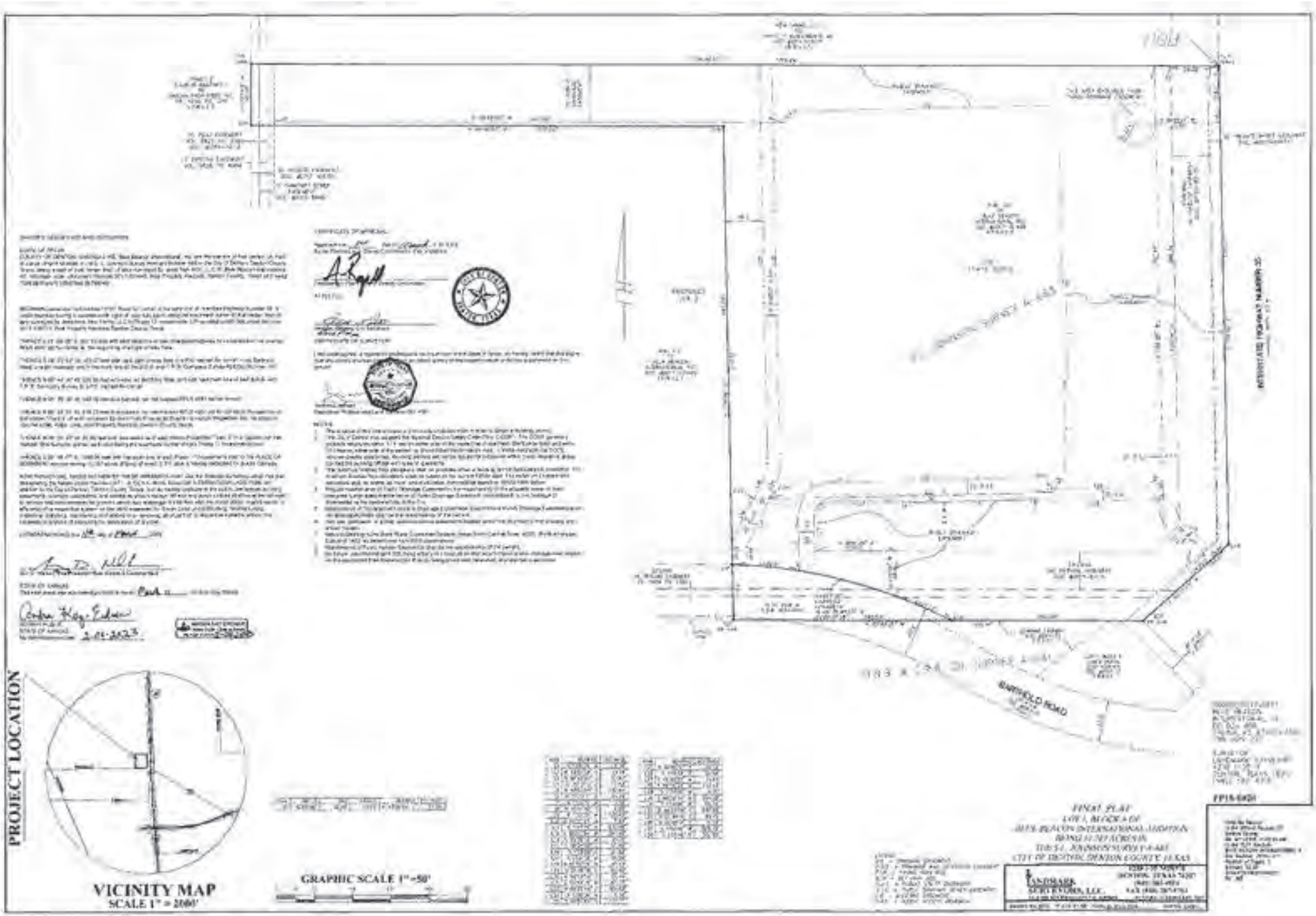
Utility Longitudinal Stations:
Sta 2234+38 LT to Sta 2241+57 LT

Existing Easement

Instrument Number
2019-171 & 2010-84664

LOT 1, BLOCK A OF
BLUE BEACON INTERNATIONAL ADDITION
BEING 11.787 ACRES IN
THE S.L. JOHNSON SURVEY A-683
CITY OF DENTON, DENTON COUNTY, TEXAS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

MICHELLE FRENCH
DENTON COUNTY TAX ASSESSOR/COLLECTOR
P O BOX 90223
DENTON, TX 76202
(940) 349-3500

Tax Certificate

Property Account Number:
315333DEN

Statement Date:	03/21/2019
Owner:	BLUE BEACON INTERNATIONAL INC
Mailing Address:	ATTN GUY WALKER, 500 GRAVES
Property Location:	I35/BARTHOLD RD
Legal:	A0683A S L JOHNSON|TR 8A|21 ACRES|OLD DCAD TR 3B(1)|6A

TAX CERTIFICATE FOR ACCOUNT 315333DEN
AD NUMBER A0683A-000-0008-0004
GF NUMBER
CERTIFICATE NO 35884666

DATE 3/21/2019 PAGE 1 OF 1
FEE $10.00

PROPERTY DESCRIPTION
A0683A S L JOHNSON|TR 8A|21 ACRES|OLD DCAD TR 3B(1)|6A

I35/BARTHOLD RD
21 ACRES

COLLECTING AGENCY
DENTON COUNTY
P O BOX 90223
DENTON TX 76202

REQUESTED BY
LANDMARK SURVEYORS LLC

4238 I 35 NORTH
DENTON TX 76207

PROPERTY OWNER
BLUE BEACON INTERNATIONAL INC

ATTN: GUY WALKER, 500 GRAVES BLVD
SALINA KS 67402

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE DENTON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL (IF APPLICABLE)

✓ TAXES FOR 2019 HAVE NOT BEEN BILLED OR CALCULATED.
____ 26.11 GOVERNMENT AQUISITION - PLEASE SEE ATTACHED WORKSHEET

CURRENT VALUES

LAND MKT VALUE	289,770	IMPROVEMENT	0
AG LAND VALUE	317,130	DEF HOMESTEAD	0
APPRAISED VALUE	606,900	LIMITED VALUE	0

EXEMPTIONS: Ag 1D1
LAWSUITS:

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2018	CITY OF DENTON	0.00	0.00	0.00	0.00	0.00	0.00
2018	CLEAR CREEK WATERSHED	0.00	0.00	0.00	0.00	0.00	0.00
2018	DENTON COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2018	DENTON ISD	0.00	0.00	0.00	0.00	0.00	0.00
						2018 SUB TOTAL	$0.00

TOTAL CERTIFIED TAX DUE 3/2019 : $ 0.00

ISSUED TO : LANDMARK SURVEYORS LLC
ACCOUNT NUMBER: 315333DEN

CERTIFIED BY: Michelle French
AUTHORIZED AGENT OF DENTON COUNTY

1 pages attached

COUNTY TAX OFFICE ★ TEXAS

Filed for Record
in the Official Records Of:
Denton County
On: 4/11/2019 11:03:53 AM
In the PLAT Records
BLUE BEACON INTERNATIONAL A
Doc Number: 2019 – 171
Number of Pages: 1
Amount: 50.00
Order#:20190411000227
By: MB

MA

Doc-84664
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2010-84664
Recorded As : ERX-EASEMENT

Recorded On:	August 27, 2010
Recorded At:	02:16:14 pm
Number of Pages:	9
Recording Fee:	$43.00

Parties:

Direct- HAROLDSON L HUNT JR TRUST ESTATE

Indirect-

Receipt Number:	716856
Processed By:	Carmen Robinson

********** THIS PAGE IS PART OF THE INSTRUMENT **********

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

THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

Doc-84564
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

WATER LINE EASEMENT

EFFECTIVE DATE: As of August 24, 2010.

GRANTOR: HAROLDSON L. HUNT, JR. TRUST ESTATE
1601 Elm Street, Suite 4900
Dallas, Texas 75201

GRANTEE: HHEC SPINCO, LLC
1601 Elm Street, Suite 4900
Dallas, Texas 75201

GRANTOR PROPERTY: The GRANTOR PROPERTY is the real property located in Denton County, Texas and described on Exhibit A attached to and made a part of this Water Line Easement for all purposes.

GRANTEE PROPERTY: The GRANTEE PROPERTY is the real property located in Denton County, Texas and described on Exhibit B attached to and made a part of this Water Line Easement for all purposes.

EASEMENT PROPERTY: The EASEMENT PROPERTY is the real property located in Denton County, Texas and described on Exhibit C attached to and made a part of this Water Line Easement for all purposes.

PROJECT: The PROJECT(s) means one (1) underground water line, together with all necessary appurtenances (all of which shall be underground).

CONSIDERATION: The right in favor of GRANTOR, and its successor(s) as the owner(s) of the GRANTOR PROPERTY, which is hereby granted by GRANTEE, as the owner of the GRANTEE PROPERTY and on behalf of itself and its successor owner(s) of the GRANTEE PROPERTY, to tie into and use the PROJECT at any time located within the EASEMENT PROPERTY solely for the benefit of the GRANTOR PROPERTY, and/or Ten and No/100's dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement ("EASEMENT") in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging according to the terms and provisions of this Water Line Easement, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever.

PURPOSE: The EASEMENT, rights, and privileges herein granted shall be used for the purpose of providing water service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading and expanding (but not beyond one line), removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections therewith. GRANTEE shall have the right to place temporary equipment and supporting structures on the EASEMENT PROPERTY for use in constructing, placing, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, and/or repairing the PROJECT as provided above (collectively, "WORKING" or the "WORK"), but only for such time as is reasonably necessary to complete such WORK. GRANTEE shall have the right to temporarily use such portions of the property owned by GRANTOR along and adjacent to the EASEMENT PROPERTY and within twenty (20) feet of the EASEMENT PROPERTY as may be reasonably necessary in connection with the WORK (it is expressly agrees that no portion of the PROJECT shall be installed outside the EASEMENT PROPERTY).

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress upon and across the EASEMENT PROPERTY at all times necessary for the above stated PURPOSE.

TERM: (a) The EASEMENT and other rights, privileges and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, and covenants running with the land, with respect to the GRANTOR PROPERTY, the GRANTEE PROPERTY, and the EASEMENT PROPERTY, until and unless the EASEMENT is abandoned by GRANTEE for a continuous period of two (2) years.

(b) Notwithstanding anything to the contrary contained herein or otherwise, GRANTOR and GRANTEE acknowledge and agree that it is their intention that this Water Line Easement provides the EASEMENT and other rights granted herein until such time as GRANTEE develops the GRANTEE PROPERTY and seeks a public easement across the EASEMENT PROPERTY for the same PURPOSE as defined in this Water Line Easement in favor of the City of Denton, Texas. GRANTEE agrees that at such time as GRANTEE seeks such a public easement for the PURPOSE that will affect the GRANTOR PROPERTY, GRANTEE shall pursue such public easement in the same location as the

Doc-84564
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EASEMENT PROPERTY. Subject to the terms and provisions of this Water Line Easement, GRANTOR agrees to cooperate with GRANTEE in pursuing such public easement, provided such cooperation shall not require GRANTOR to incur any cost or expense or to grant or consent to any interests in the GRANTOR PROPERTY other than easement rights as described in this Water Line Easement affecting the EASEMENT PROPERTY. Upon the imposition of any public easement for the PURPOSE as contemplated in this paragraph that also permits GRANTOR and other users of the GRANTOR PROPERTY to tie into the water facilities located in such public easement, this Water Line Easement and the EASEMENT and other rights and privileges granted to GRANTEE pursuant to this Water Line Easement automatically shall terminate and be of no further force or effect, and GRANTEE agrees to execute a release and/or termination of this Water Line Easement which can be recorded in the Real Property Records of Denton County, Texas further evidencing and effecting such release and termination (although such document shall not be necessary to effect such release and termination).

TREES: GRANTEE shall have the right to cut, trim, and/or remove trees, shrubs, bushes, brush and vegetation within the EASEMENT PROPERTY as is necessary to realize the PURPOSE herein stated; provided, however, that if crops are being grown on the EASEMENT PROPERTY, GRANTEE shall be responsible to, and agrees to, pay the owner of such crops all damages suffered as a result of any activities of GRANTEE pursuant to this paragraph.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY any item(s) that do not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE, specifically including, without limitation, paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping (collectively, the "PERMITTED IMPROVEMENTS").

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for the grant of the EASEMENT and other rights, privileges and appurtenances contained in this instrument. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and the surface of GRANTOR's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is caused by GRANTEE's exercise of its rights hereunder; provided, however, that in no event shall GRANTEE have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the EASEMENT PROPERTY that is not permitted to be located thereon in this instrument.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land benefiting and burdening the GRANTOR PROPERTY and the GRANTEE PROPERTY, as applicable. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, authorized agents, licensees and permitees of GRANTEE. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part. This Water Line Easement may be executed in any number of counterparts, each of which shall be deemed an original and all of which considered together shall be deemed one and the same document. This Water Line Easement contains the entire agreement between GRANTOR and GRANTEE with respect to all matters contemplated hereby, and supersedes and replaces all other agreements, discussions or understandings.

[Remainder of page intentionally left blank.]

Doc-54564
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXECUTED as of the EFFECTIVE DATE.

GRANTOR:

HAROLDSON L. HUNT, JR. TRUST ESTATE

By: John H. Creecy, Trustee
John W. Creecy,
Trustee

By: Margaret Reliher
Name:
Title: Member of Advisory Board

GRANTEE:

HHEC SPINCO, LLC

By: Ellen Hunt Flowers, Manager
Ellen Hunt Flowers,
Manager and Chairman of the Board

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 26, 2010, by John W. Creecy, Trustee of the Haroldson L. Hunt, Jr. Trust Estate, and Margaret Reliher, Member of the Advisory Board of the Haroldson L. Hunt, Jr. Trust Estate, an irrevocable trust created under the laws of the State of Texas, in such capacities on behalf of said trust.

DEANNA L. WILSON
Notary Public, State of Texas
My Commission Exp. 10-26-2011

Deanna L. Wilson
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 25, 2010, by Ellen Hunt Flowers, Manager and Chairman of the Board of HHEC SpinCo, LLC, a Delaware limited liability company, in such capacity on behalf of said limited liability company.

DEANNA L. WILSON
Notary Public, State of Texas
My Commission Exp. 10-26-2011

Deanna L. Wilson
Notary Public, State of Texas

Doc #24664
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A

Description of Grantor Property

BEING a tract of land situated in the S. L. Johnson Survey, Abstract No. 683, Denton County, Texas, and being a portion of a called 97.500 acre tract of land conveyed to HREC SpinCo, LLC as evidenced in a Special Warranty Deed recorded in County Clerk's Document No. 2008-97810 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 97.500 acre tract, same being in Barthold Road (no record found), said corner also being on the called south line of said S. L. Johnson Survey, said corner also being the northeast corner of a called 9.9777 acre tract of land conveyed to Anjum Investments LP as evidenced in a deed recorded in Document No. 2006-44715 R.P.R.D.C.T., said corner also being on the west right of way line of Interstate Highway No. 35E (a variable width right of way);

THENCE North 89°25'02" West, along the south line of said 97.500 acre tract, the north line of said 9.9777 acre tract, the north line of a called 12.980 acre tract of land conveyed to County 20 Storage and Transfer, Inc., as evidenced in a deed recorded in Volume 5278, Page 3247, R.P.R.D.C.T., and the north line of a called 12.324 acre tract of land conveyed to Willard E. Simpson as evidenced in a deed recorded in Volume 1092, Page 68, R.P.R.D.C.T., and with Barthold Road, a distance of 1166.78 feet to the southwest corner of said 97.500 acre tract;

THENCE North 00°21'56" East, along the west line of said 97.500 acre tract, the east line of a called Tract 3 conveyed to Harlan Properties, Inc., as evidenced in a deed recorded in Volume 4296, Page 1246, R.P.R.D.C.T., and generally along a barbed wire fence, passing at a distance of 32.1 feet, a fence corner post marking the southwest corner of said barbed wire fence, and continuing for a total distance of 722.42 feet to a corner;

THENCE South 89°25'02" East, departing the west line of said 97.500 acre tract, the east line of said Tract 3 and along a line that is 722.41 feet north of and parallel with the south line of said 97.500 acre tract, a distance of 1267.23 feet to a corner on the east line of said 97.500 acre tract, same being on the west right of way line of aforementioned Interstate Highway No. 35E;

THENCE in a southerly direction, along the east line of said 97.500 acre tract and the west right of way line of said Interstate Highway No. 35E, the following:

South 00°44'00" East, a distance of 622.70 feet to a north corner of a visibility clip at the intersection of the west right of way line of said Interstate Highway No. 35E and aforementioned Barthold Road;

South 48°51'52" West (called South 44°55'00" West), along said visibility clip, a distance of 150.07 feet (called 153.79 feet) to the POINT OF BEGINNING and containing 21.000 acres (914,758 square feet) of land, more or less.

Doc-84664
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B

Description of Grantee Property

BEING a tract of land situated in the S. L. Johnson Survey, Abstract No. 683, Denton County, Texas, and being all of a called 97.756 acre tract of land conveyed to Hassie Hunt Exploration Company as evidenced in a Special Warranty Deed recorded in Volume 1789, Page 671 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 97.756 acre tract, same being in Barthold Road (no record found), said corner also being on the called south line of said S. L. Johnson Survey, said corner also being the northeast corner of a called 9.9777 acre tract of land conveyed to Anjum Investments LP as evidenced in a deed recorded in Document No. 2006-44715 R.P.R.D.C.T., said corner also being on the west right of way line of Interstate Highway No. 35E (a variable width right of way);

THENCE North 89°25'02" West (called North 89°26'00" West), along the south line of said 97.756 acre tract, the north line of said 9.9777 acre tract, the north line of a called 12.960 acre tract of land conveyed to County 20 Storage and Transfer, Inc., as evidenced in a deed recorded in Volume 5278, Page 3247, R.P.R.D.C.T., and the north line of a called 12.324 acre tract of land conveyed to Willard E. Simpson as evidenced in a deed recorded in Volume 1092, Page 68, R.P.R.D.C.T., and with Barthold Road, a distance of 1166.78 feet (called 1172.01 feet) to the southwest corner of said 97.756 acre tract;

THENCE North 00°21'56" East (called North 00°23'03" East), along the west line of said 97.756 acre tract, the east line of a called Tract 3 conveyed to Harlan Properties, Inc., as evidenced in a deed recorded in Volume 4296, Page 1246, R.P.R.D.C.T., and generally along a barbed wire fence, passing at a distance of 32.1 feet, a fence corner post marking the southwest corner of said barbed wire fence, and continuing for a total distance of 3363.31 feet (called 3372.97 feet) to a 6-inch pipe fence corner post found for the northwest corner of said 97.756 acre tract, same being the southwest corner of a called 12.763 acre tract of land conveyed to Hilltop Dreams, LLC as evidenced in a deed recorded in Document No. 2006-9985, R.P.R.D.C.T.;

THENCE South 89°18'32" East (called South 89°19'58" East), along the north line of said 97.756 acre tract and the south line of said 12.763 acre tract and generally along a barbed wire fence, a distance of 1239.35 feet (called 1237.34 feet) to the east common corner of said 97.756 acre tract and said 12.763 acre tract, same being on the west right of way line of aforementioned Interstate Highway No. 35E;

THENCE in a southerly direction, along the east line of said 97.756 acre tract and the west right of way line of said Interstate Highway No. 35E, the following:

South 00°44'00" East, passing at a distance of 46.0 feet, a wooden right of way monument, passing at a distance of 953.0 feet, a wooden right of way monument, continuing for a total distance of 2436.30 feet to a corner;

South 10°54'09" West (called South 10°35'40" West), a distance of 107.66 feet (called 107.23 feet) to a wooden right of way monument found for a corner;

South 00°44'00" East, a distance of 720.67 feet to a north corner of a visibility clip at the intersection of the west right of way line of said Interstate Highway No. 35E and aforementioned Barthold Road;

South 45°51'52" West (called South 44°55'00" West), along said visibility clip, a distance of 150.07 feet (called 153.79 feet) to the POINT OF BEGINNING and containing 97.500 acres (4,247,095 square feet) of land, more or less.

SAVE AND EXCEPT THE FOLLOWING 21 ACRE TRACT:

Doc #24564
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

BEING a tract of land situated in the S. L. Johnson Survey, Abstract No. 683, Denton County, Texas, and being a portion of a called 97.500 acre tract of land conveyed to HHEC SpinCo, LLC as evidenced in a Special Warranty Deed recorded in County Clerk's Document No. 2008-97810 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 97.500 acre tract, same being in Barthold Road (no record found), said corner also being on the called south line of said S. L. Johnson Survey, said corner also being the northeast corner of a called 9.9777 acre tract of land conveyed to Anjum Investments LP as evidenced in a deed recorded in Document No. 2006-44715 R.P.R.D.C.T., said corner also being on the west right of way line of Interstate Highway No. 35E (a variable width right of way);

THENCE North 89°25'02" West, along the south line of said 97.500 acre tract, the north line of said 9.9777 acre tract, the north line of a called 12.980 acre tract of land conveyed to County 20 Storage and Transfer, Inc., as evidenced in a deed recorded in Volume 5278, Page 3247, R.P.R.D.C.T., and the north line of a called 12.324 acre tract of land conveyed to Willard E. Simpson as evidenced in a deed recorded in Volume 1092, Page 68, R.P.R.D.C.T., and with Barthold Road, a distance of 1166.78 feet to the southwest corner of said 97.500 acre tract;

THENCE North 00°21'56" East, along the west line of said 97.500 acre tract, the east line of a called Tract 3 conveyed to Harlan Properties, Inc., as evidenced in a deed recorded in Volume 4296, Page 1246, R.P.R.D.C.T., and generally along a barbed wire fence, passing at a distance of 32.1 feet, a fence corner post marking the southwest corner of said barbed wire fence, and continuing for a total distance of 722.42 feet to a corner;

THENCE South 89°25'02" East, departing the west line of said 97.500 acre tract, the east line of said Tract 3 and along a line that is 722.41 feet north of and parallel with the south line of said 97.500 acre tract, a distance of 1267.23 feet to a corner on the east line of said 97.500 acre tract, same being on the west right of way line of aforementioned Interstate Highway No. 35E;

THENCE in a southerly direction, along the east line of said 97.500 acre tract and the west right of way line of said Interstate Highway No. 35E, the following:

South 00°44'00" East, a distance of 622.70 feet to a north corner of a visiblity clip at the intersection of the west right of way line of said Interstate Highway No. 35E and aforementioned Barthold Road;

South 48°51'52" West (called South 44°55'00" West), along said visibility clip, a distance of 150.07 feet (called 153.79 feet) to the POINT OF BEGINNING and containing 21.000 acres (914,758 square feet) of land, more or less.

Doc-84664
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT C

15' WIDE WATER EASEMENT
0.267 ACRE
S. L. JOHNSON SURVEY, ABSTRACT NO. 683
CITY OF DENTON
DENTON COUNTY, TEXAS

BEING a 15-foot wide tract of land situated in the S. L. Johnson Survey, Abstract No. 683, City of Denton, Denton County, Texas, and being situated in a called 21.000 acre tract of land conveyed to Haroldson L. Hunt, Jr. Trust Estate, as evidenced in a Special Warranty Deed recorded in Document No. 2009-75411 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 21.000 acre tract, same being at the intersection of the west right-of-way line of Interstate Highway No. 35E (a variable width right-of-way) with an asphalt road known as Barthold Road (no record found);

THENCE North 89°25'02" West, along the south line of said 21.000 acre tract and with said Barthold Road, a distance of 22.54 feet to a corner;

THENCE North 48°51'52" East, departing the south line of said 21.000 acre tract and said Barthold Road and along a line that is 15 feet west of and parallel with the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 159.97 feet to a corner;

THENCE North 00°44'00" West, continuing along a line that is 15 feet west of and parallel with the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 616.11 feet to a corner on the north line of said 21.000 acre tract;

THENCE South 89°25'02" East, along the north line of said 21.000 acre tract, a distance of 15.00 feet to a 5/8-inch "KHA" capped iron rod set for the northeast corner of said 21.000 acre tract, same being on the west right-of-way line of said Interstate Highway No. 35E;

THENCE South 00°44'00" East, along the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 622.70 feet to a corner;

THENCE South 48°51'52" West, continuing along the east line of said 21.000 acre tract and the west right-of-way line of said Interstate Highway No. 35E, a distance of 150.07 feet to the **POINT OF BEGINNING** and containing 0.267 of an acre (11,616 square feet) of land, more or less.

NOTE:
Bearings based upon the east line of a called 21.000 acre tract of land as described in a deed recorded in Document No. 2009-75411, Real Property Records of Denton County, Texas, said bearing being South 00°44'00" East. (CM) indicates controlling monument.

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

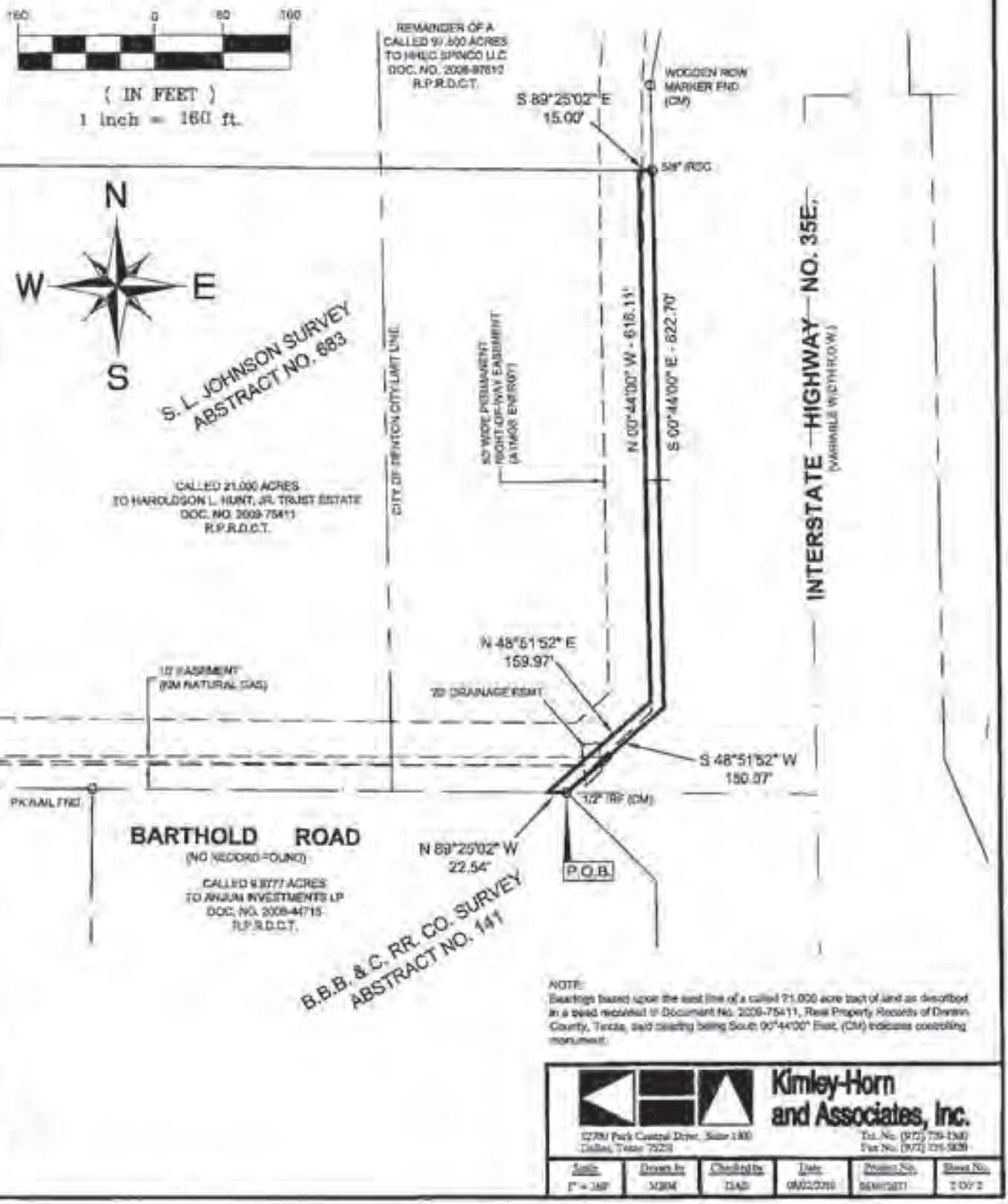
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	MMM	DAB	04/02/2019	063612017	1 OF 2

Doc-84664
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT C

(Page 2 of 2)

15' WIDE WATER EASEMENT
0.267 ACRE
S. L. JOHNSON SURVEY, ABSTRACT NO. 683
CITY OF DENTON
DENTON COUNTY, TEXAS



NOTE:
Bearings based upon the east line of a called 21.000 acre tract of land as described in a deed recorded in Document No. 2009-75411, Real Property Records of Denton County, Texas, said casting being South 00°44'00" East. (CM) indicates controlling monument.

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1400
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 160'	MBM	DAD	08/02/2019	069613201	2 OF 2

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

METES & BOUNDS DESCRIPTION
WATER AND WASTEWATER AND ELECTRIC EASEMENT

EXHIBIT A
PARCEL 074-1 WWEE

BEING a 16,359 square foot (0.3755 acre) tract of land situated in the BBB & C RR CO Survey, Abstract No. 141, Denton County, Texas, and being part of Lot 1, Block A, Blue Beacon International Addition, an addition to the City of Denton according to the plat recorded in Instrument No. 2019-171, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of Parcel 1, Part 2 described in Special Warranty Deed to The State of Texas recorded in Instrument No. 2021-148586, said Official Public Records, and being the northeast corner of said Lot 1, from which a 5/8-inch iron rod with cap stamped "KHA" found bears North 89°49'00" West, a distance of 0.23 feet;

THENCE North 89°49'00" West, along the north line of said Parcel 1, Part 2, a distance of 75.87 feet to the **POINT OF BEGINNING**, being the northwest corner of said Parcel 1, Part 2, and being at the beginning of a non-tangent curve to the left having a central angle of 0°17'11", a radius of 14295.00 feet, a chord bearing and distance of South 0°59'07" East, 71.48 feet;

THENCE along the west line of said Parcel 1 and along the west right-of-way line of Interstate Highway No. 35, a variable width right-of-way, the following three (3) calls:

in a southeasterly direction, with said curve to the left, an arc distance of 71.48 feet to a point for corner;
South 6°17'58" West, a distance of 92.82 feet to a point for corner;
South 5°33'54" West, a distance of 343.09 feet to a point for corner, from which a 5/8-inch iron rod with cap stamped "TXDOT" found for the southwest corner of said Parcel 1, Part 2, bears South 1°07'42" East, a distance of 216.98 feet;

THENCE South 49°34'40" West, departing the said west line and the said west right-of-way line, a distance of 69.45 feet to a point for corner;

THENCE South 86°52'15" West, a distance of 25.46 feet to a point for corner;
THENCE North 49°39'30" East, a distance of 62.57 feet to a point for corner;
THENCE North 5°33'57" East, a distance of 351.26 feet to a point for corner;
THENCE North 6°17'58" East, a distance of 91.07 feet to a point for corner;

THENCE North 0°58'54" West, a distance of 70.22 feet to a point for corner in the north line of said Lot 1;

THENCE South 89°49'00" East, along the said north line, a distance of 30.01 feet to the **POINT OF BEGINNING** and containing 16,359 square feet or 0.3755 acres of land, more or less.

NOTES
Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

3/23/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

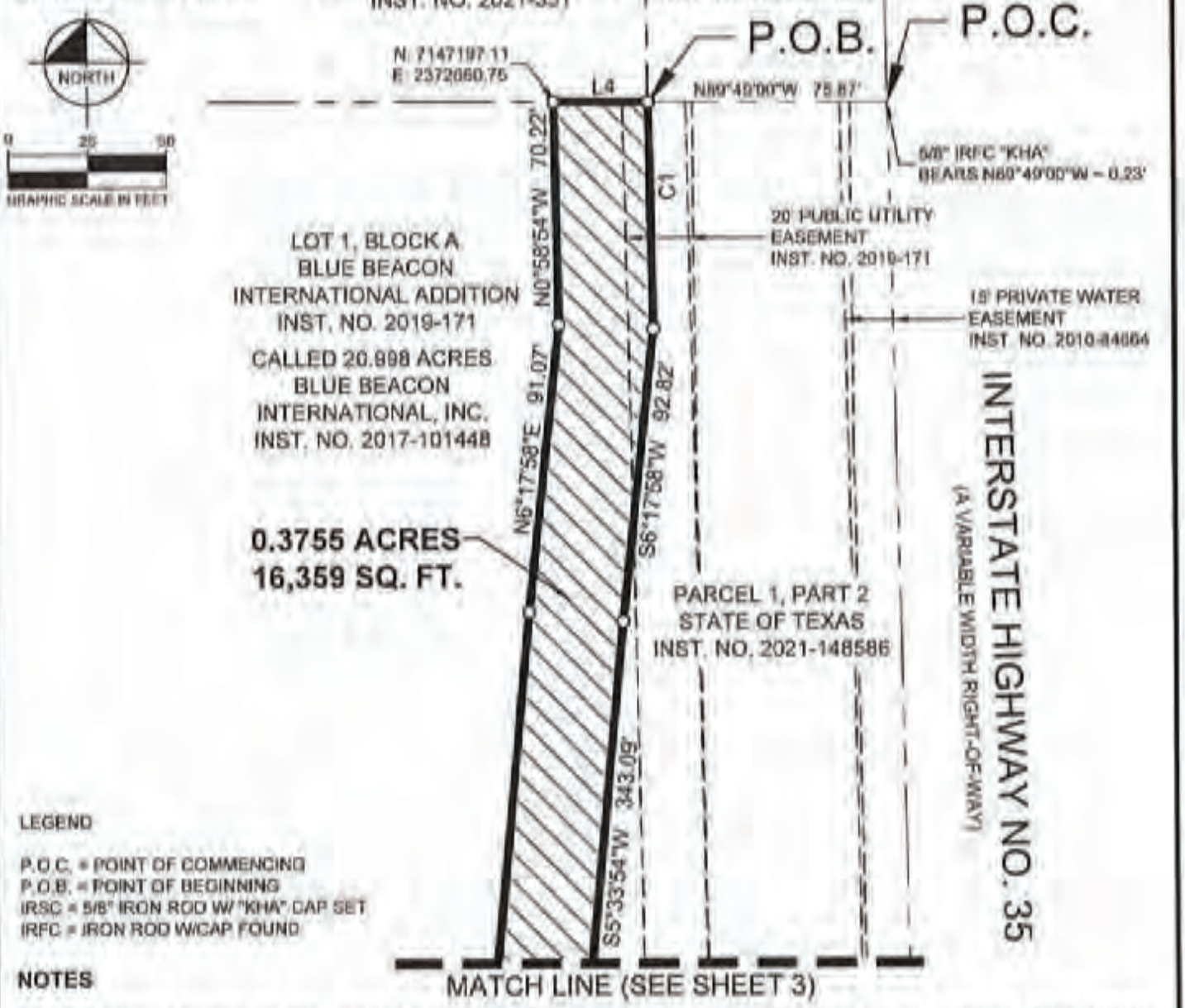
WATER AND WASTEWATER
AND ELECTRIC EASEMENT
BBB & C RR CO SURVEY
ABSTRACT NO. 141
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194096
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DM3	JDW	3/23/2022	061034643	1 OF 3

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-1 WWEE



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

3/23/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

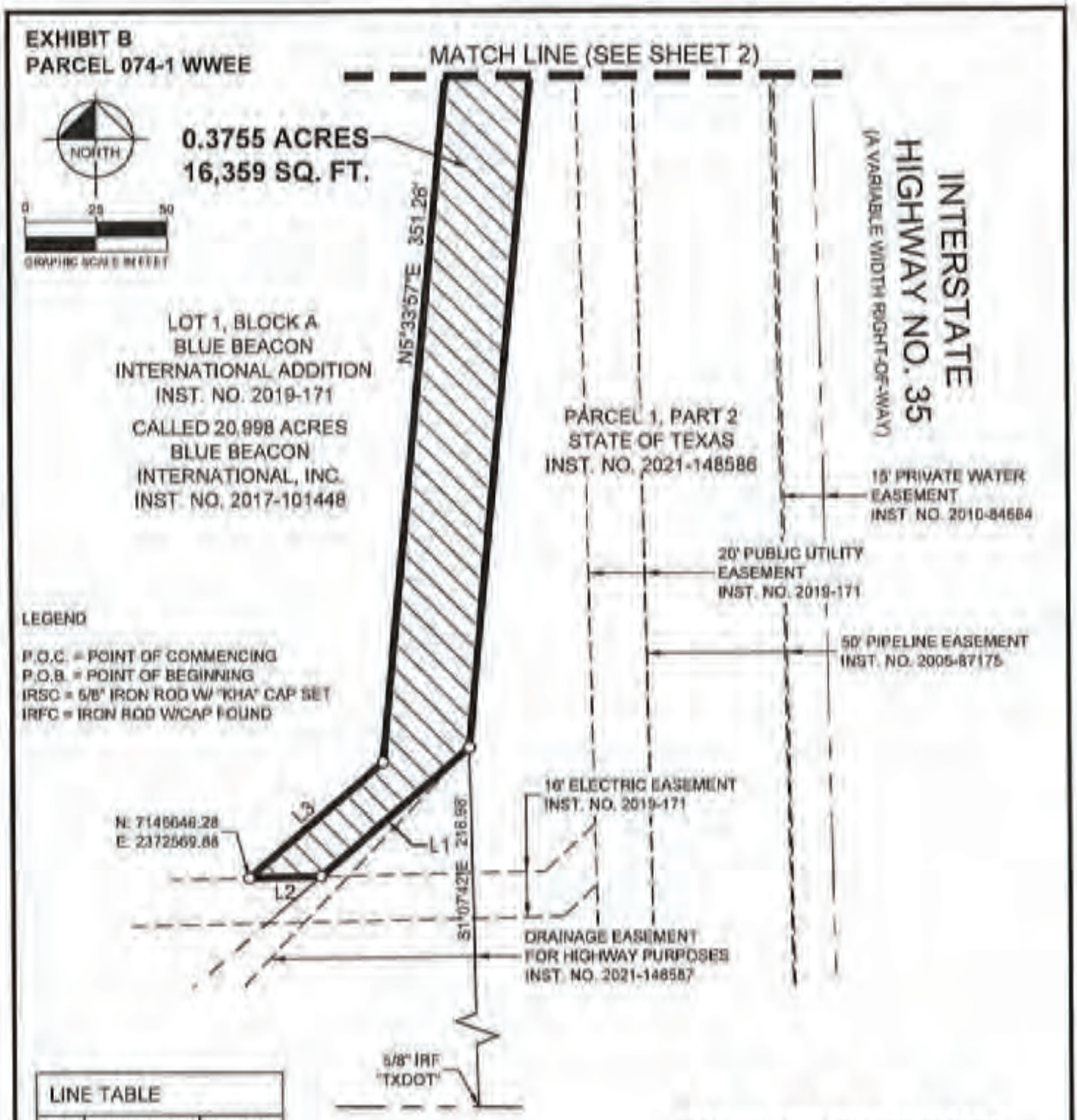
WATER AND WASTEWATER
AND ELECTRIC EASEMENT
BBB & C RR CO SURVEY
ABSTRACT NO. 141
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194840
Tel No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	DMD	JDW	3/23/2022	061924043	2 OF 5

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-1 WWEE



LINE TABLE		
NO.	BEARING	LENGTH
L1	S40°34'40"W	69.45'
L2	S86°52'15"W	25.46'
L3	N49°39'30"E	62.57'
L4	S89°49'00"E	30.01'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	0°17'11"	14295.00'	71.48'	S90°59'07"E	71.48'

WATER AND WASTEWATER
AND ELECTRIC EASEMENT
BBB & C RR CO SURVEY
ABSTRACT NO. 141
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	DMD	JDW	03/30/2022	061034043	3 OF 3

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

U00017637

TxDOT Highway Project Number: 0195-02-074
TxDOT Parcel 02

RCSJ 0195-02-079
From: US77/Barthold Dr.
To: Milam Rd

Utility Longitudinal Stations:
Sta 2226+58 RT to Sta 2280+10 RT

Existing Easement

Instrument Number
DOC# 1997-069142 & DOC# 1997-072074

BEING 4.2005 ACRES IN THE
IGNACIO DE-LOS-SANTOS COY SURVEY A-212,
S.L. JOHNSON SURVEY A-683,
ALEXANDER WHITE SURVEY A-1406
BEING PART OF A 397.160 ACRE TRACT
CATDENTON 35 SIX, INC.
CITY OF DENTON, DENTON COUNTY, TEXAS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

WATER LINE EASEMENT 069142

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

That FUF, INC., a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by the CITY OF DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, Texas, A. White Survey, Abstract No. 1406, to wit:

SEE ATTACHED "EXHIBIT A" FOR A METES AND BOUNDS DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND "EXHIBIT C" FOR A DRAWING OF "EXHIBIT A."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT B" FOR A METES AND BOUNDS DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND "EXHIBIT C" FOR A DRAWING OF "EXHIBIT B."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of September, 1997.

Grantor: FUF, INC.

By: Donald D. Dillard

Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: Roger N. Wilkinson

Roger N. Wilkinson, Right-of-Way Agent

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of FUF, Inc., a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

Sherri Williamson

Notary Public in and for
The State of Texas

SHERRI WILLIAMSON
MY COMMISSION EXPIRES
January 2, 1998

After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

h:\lib-179-2.wrn\9709.23

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 179
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "A"
PERMANENT WATER LINE EASEMENT
A. WHITE SURVEY, A-1406
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the A. White Survey, Abstract No. 1406, said strip being out of a 9.803 acre tract of land conveyed to FUF, Inc. by deed as recorded in Deed Book I.D. No. 94-R0053805 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed variable width Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the northwest property corner of the said FUF tract, said point also being the southwest property corner of a tract of land conveyed to Rancho Vista as described on Page 481 of the deed recorded in Volume 2095, Page 465 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 59 degrees 59 minutes 07 seconds East, along the northerly property line of the said FUF tract and along the southerly property line of the said Rancho Vista tract, 22.68 feet to a point;

THENCE, South 04 degree 52 minutes 32 seconds East 234.45 feet to a point;

THENCE, South 21 degrees 55 minutes 50 seconds East 247.51 feet to a point;

THENCE, South 36 degrees 03 minutes 37 seconds East 99.45 feet to a point;

THENCE, South 57 degrees 37 minutes 57 seconds East 79.68 feet to a point;

THENCE, South 30 degrees 49 minutes 13 seconds West 39.14 feet to a point on the southwesterly property line of the said FUF tract and on the northeasterly right-of-way line of the said I-35 Highway, said point being at the beginning of a curve to the right whose center bears North 36 degrees 58 minutes 35 seconds East 513.00 feet;

THENCE, in a northwesterly direction along the said property line and the said right-of-way line and along the said curve, through a central angle of 20 degrees 37 minutes 26 seconds and an arc length of 184.66 feet to a point;

THENCE, North 20 degrees 43 minutes 44 seconds West, continuing along the said property line and the said right-of-way line, 264.23 feet to a point;

THENCE, North 01 degree 52 minutes 32 seconds West, along the westerly property line of the said FUF tract and along the said easterly right-of-way line of the I-35 Highway, 227.29 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 0.3663 acres (15,958 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

Date of Survey: 8-09-96
Revised 03-12-97
Revised 03-13-97

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 179
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
A. WHITE SURVEY, A-1406
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the A. White Survey, Abstract No. 1406, said strip being out of a 9.603 acre tract of land conveyed to FUF, Inc. by deed as recorded in Deed Book I.D. No. 94-R0063805 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the northerly property line of the said FUF tract, said point being located North 59 degrees 59 minutes 07 seconds East 22.68 from it's northwest property corner;

THENCE, North 59 degrees 59 minutes 07 seconds East, along the said northerly property line, 22.68 feet to a point;

THENCE, South 01 degree 52 minutes 32 seconds East 241.61 feet to a point;

THENCE, South 21 degrees 55 minutes 50 seconds East 241.50 feet to a point;

THENCE, South 36 degrees 03 minutes 37 seconds East 93.16 feet to a point;

THENCE, South 57 degrees 37 minutes 57 seconds East 98.33 feet to a point;

THENCE, South 30 degrees 49 minutes 13 seconds West, 60.37 feet to a point on the southwesterly property line of the said FUF tract, said point being at the beginning of a curve to the right whose center bears North 34 degrees 44 minutes 02 seconds East 513.00 feet;

THENCE, in a northwesterly direction along the said property line and along said curve, through a central angle of 02 degrees 14 minutes 33 seconds and an arc length of 20.08 feet to a point;

THENCE, North 30 degrees 49 minutes 13 seconds East 39.14 feet to a point;

THENCE, North 57 degrees 37 minutes 57 seconds West 79.68 feet to a point;

THENCE, North 36 degrees 03 minutes 37 seconds West 99.45 feet to a point;

THENCE, North 21 degrees 55 minutes 50 seconds West 247.51 feet to a point;

THENCE, North 01 degree 52 minutes 32 seconds West 234.45 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 0.3288 acres (14,323 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183



Date of Survey 8-09-96
Revised 03-12-97
Revised 03-13-97

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SURVEY: A. WHITE SURVEY, A-1406
LOCATION : DENTON COUNTY, TEXAS
WHOLE PROPERTY AREA: 9.603 AC.
PERMANENT WATER LINE ESMT.: 0.3663 AC.
TEMPORARY CONSTRUCTION ESMT.: 0.3288 AC.

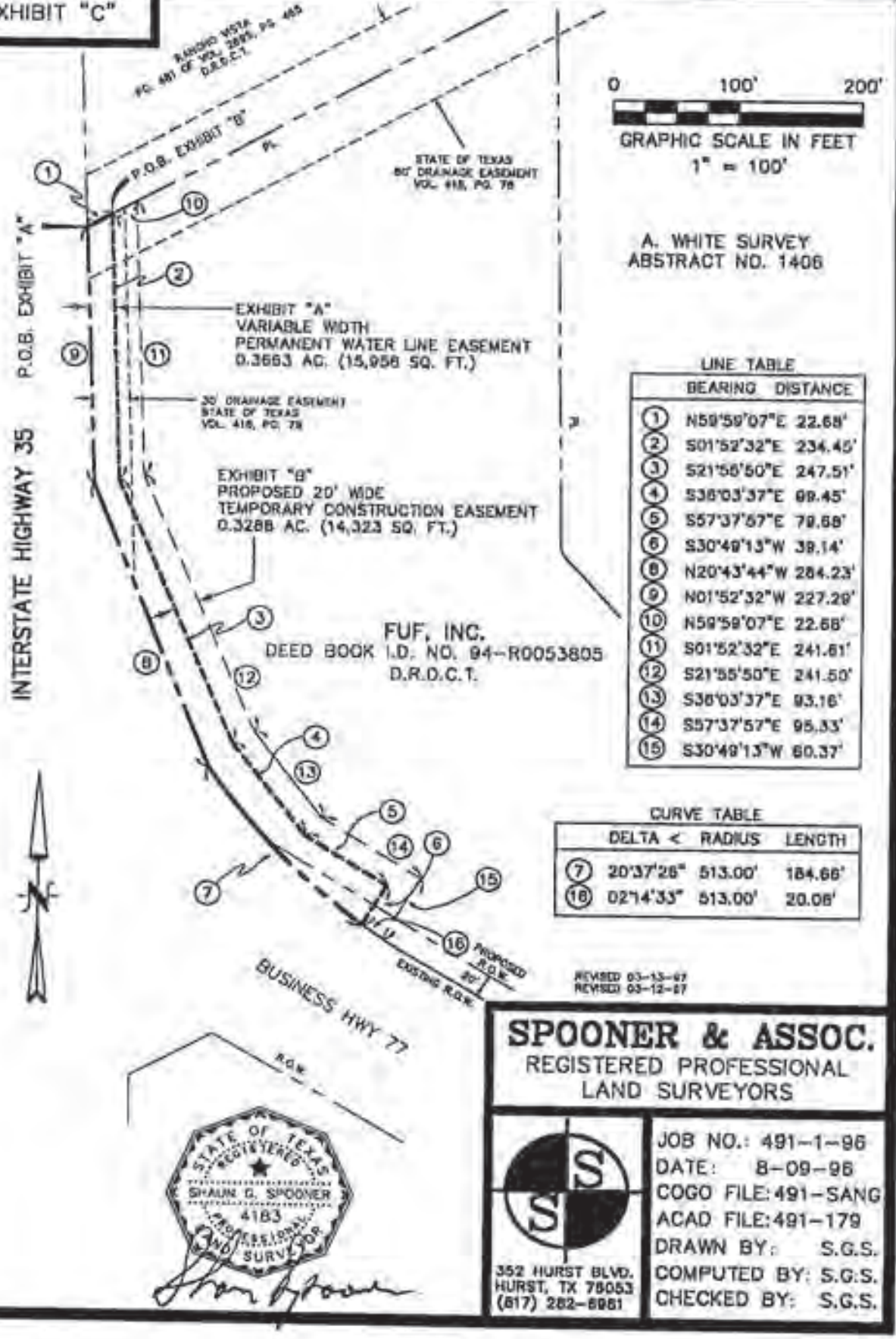
PARCEL 179 FOR ALAN PLUMMER

SANGER WATER LINE
DENTON TO SANGER, TEXAS

UPPER TRINITY
REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "A" & "B"

EXHIBIT "C"



LINE TABLE

	BEARING	DISTANCE
1	N59°59'07"E	22.68'
2	S01°52'32"E	234.45'
3	S21°55'50"E	247.51'
4	S36°03'37"E	99.45'
5	S57°37'57"E	79.68'
6	S30°49'13"W	39.14'
8	N20°43'44"W	284.23'
9	N01°52'32"W	227.29'
10	N59°59'07"E	22.68'
11	S01°52'32"E	241.81'
12	S21°55'50"E	241.50'
13	S36°03'37"E	93.16'
14	S57°37'57"E	95.33'
15	S30°49'13"W	60.37'

CURVE TABLE

	DELTA <	RADIUS	LENGTH
7	20°37'26"	513.00'	184.66'
16	02°14'33"	513.00'	20.06'

REVISED 03-13-97
REVISED 03-12-97

SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS

352 HURST BLVD.
HURST, TX 76053
(817) 282-6981

JOB NO.: 491-1-96
DATE: 8-09-96
COGO FILE: 491-SANG
ACAD FILE: 491-179
DRAWN BY: S.G.S.
COMPUTED BY: S.G.S.
CHECKED BY: S.G.S.

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Return To:

City Of Denton
Engineering & Transportation Dep.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE JIM HODGES/COUNTY CLERK

On Oct 01 1997
At 3:32pm

Doc/Num : 97-R0069142
Doc/Type : LOS
Recording: 16.00
Doc/Mgmt : 6.00
Receipt #: 31814
Deputy - BRANDIE

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

072074

WATER LINE EASEMENT

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

That RANCHO VISTA DEVELOPMENT COMPANY, a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by the CITY OF DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, Texas, S. L. Johnson Survey, Abstract No. 683, to wit:

SEE ATTACHED "EXHIBIT A" FOR A METES AND BOUNDS DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND "EXHIBIT C" FOR A DRAWING OF "EXHIBIT A."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT B" FOR A METES AND BOUNDS DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND "EXHIBIT C" FOR A DRAWING OF "EXHIBIT B."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of September, 1997.

Grantor: RANCHO VISTA DEVELOPMENT COMPANY

By: Donald D. Dillard
Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: Roger N. Wilkinson
Roger N. Wilkinson, Right-of-Way Agent

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of Rancho Vista Development Company, a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

Sherri Williamson
Notary Public in and for
The State of Texas

SHERRI WILLIAMSON
MY COMMISSION EXPIRES
January 2, 1998

After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

h:\rvdc-181A-2.asm\9709.23

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 181
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "A"
PERMANENT WATER LINE EASEMENT
S. L. JOHNSON SURVEY, A-683
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the S. L. Johnson Survey, Abstract No. 683, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the southwest property corner of the said Rancho Vista tract;

THENCE, North 01 degree 30 minutes 11 seconds West, along the westerly property line of the said Rancho Vista tract and along the existing easterly right-of-way line of Interstate Highway No. 35, 3075.72 feet to a point on the survey line between the said S. L. Johnson Survey and the I. Coy Survey, Abstract No. 212;

THENCE, East, along the said survey line, 20.01 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 3037.06 feet to a point;

THENCE, South 46 degrees 52 minutes 32 seconds East 26.26 feet to a point;

THENCE, South 01 degree 52 minutes 32 seconds East 20.00 feet to a point on the southerly property line of the said Rancho Vista tract;

THENCE, South 88 degrees 58 minutes 32 seconds West, along the said southerly property line, 38.83 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 1.4246 acres (62,057 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96
Revised 8-12-96



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 181A
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
S. L. JOHNSON SURVEY, A-683
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the S. L. Johnson Survey, Abstract No. 683, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the survey line between the S.L. Johnson survey and the J. Coy Survey, Abstract No. 212, said point being located East 20.01 feet from the westerly property line of the said Rancho Vista tract;

THENCE, East, along the said survey line, 20.01 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 3028.18 feet to a point;

THENCE, South 46 degrees 52 minutes 32 seconds East 26.20 feet to a point;

THENCE, South 01 degree 52 minutes 32 seconds East 28.58 feet to a point on the southerly property line of the said Rancho Vista tract;

THENCE, South 88 degrees 58 minutes 32 seconds West, along the said southerly property line, 20.00 feet to a point;

THENCE, North 01 degree 52 minutes 32 seconds West 20.00 feet to a point;

THENCE, North 46 degrees 52 minutes 32 seconds West 26.28 feet to a point;

THENCE, North 01 degree 30 minutes 11 seconds West 3037.06 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 1.4166 acres (61,665 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: _____
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96
Revised on 8-12-96



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SURVEY: S. L. JOHNSON, A-683
LOCATION: DENTON COUNTY, TEXAS
WHOLE PROPERTY AREA: 572.09 AC.
PERMANENT WATER LINE ESMT.: 1.4246 AC.
TEMPORARY CONSTRUCTION ESMT.: 1.4156 AC.

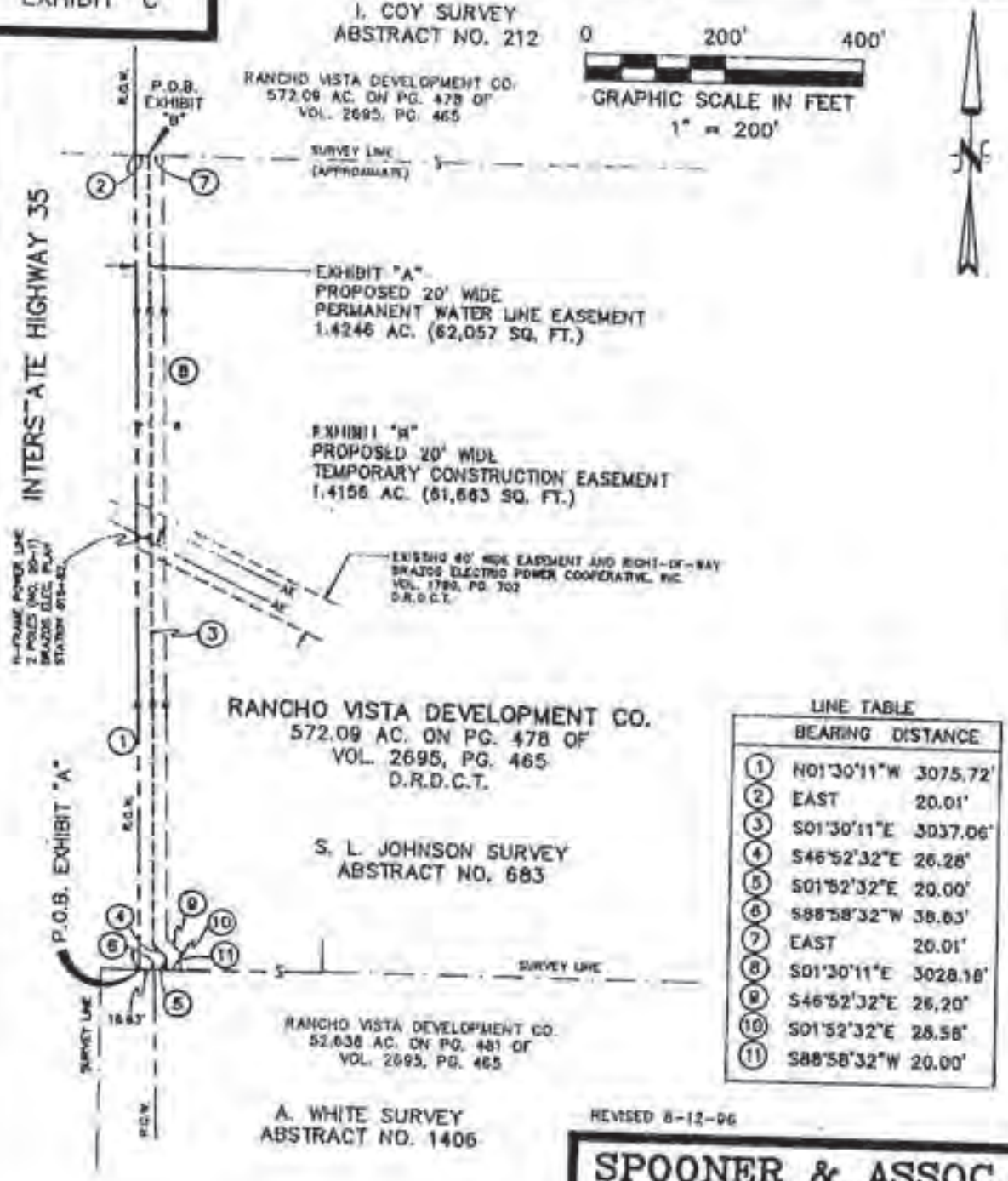
PARCEL 181A FOR ALAN PLUMMER

SANGER WATER LINE
DENTON TO SANGER, TEXAS

UPPER TRINITY
REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "A" & "B"

EXHIBIT "C"



LINE TABLE

	BEARING	DISTANCE
(1)	N01°30'11"W	3075.72'
(2)	EAST	20.01'
(3)	S01°30'11"E	3037.06'
(4)	S46°52'32"E	26.28'
(5)	S01°52'32"E	20.00'
(6)	S88°58'32"W	38.63'
(7)	EAST	20.01'
(8)	S01°30'11"E	3028.18'
(9)	S46°52'32"E	26.20'
(10)	S01°52'32"E	28.58'
(11)	S88°58'32"W	20.00'

REVISED 8-12-96

SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS

352 HURST BLVD.
HURST, TX 76053
(817) 282-8981

STATE OF TEXAS
REGISTERED
SHAUN Q. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

JOB NO.: 491-1-96
DATE: 8-09-96
COGO FILE: 491-SANG
ACAD FILE: 491-181
DRAWN BY: S.G.S.
COMPUTED BY: S.G.S.
CHECKED BY: S.G.S.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Return to:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE JIM HODGES/COUNTY CLERK

On: Oct 10 1997
At: 2:59pm

Doc/Num : 97-R0072074
Doc/Type : EAS
Recording: 15.00
Doc/Copy : 6.00
Receipt #: 32939
By: Deputy - SHELLEY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-2 WWE

LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT

BEING a 182,976 square foot (4.2005 acre) tract of land situated in the Ignacio De-Los-Santos Coy Survey, Abstract No. 212, the S. Johnson Survey, Abstract No. 683, the Alexander White Survey, Abstract No. 1406, Denton County, Texas, and being part of a called 397.160 acre tract of land described in the General Warranty Deed to Caldenton 35 Six, Inc., recorded in Instrument No. 2013-145689, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the northwest corner of the said called 397.160 acre tract of land, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way);

THENCE North 88°53'12" East, along the north line of the said called 397.160 acre tract of land, a distance of 86.25 feet to the **POINT OF BEGINNING**;

THENCE North 88°53'12" East, continuing along the said north line, a distance of 30.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 1°18'08" East, departing the said north line, a distance of 405.99 feet to a point for corner;

THENCE South 18°00'05" East, a distance of 208.81 feet to a point for corner;
THENCE South 1°18'08" East, a distance of 108.81 feet to a point for corner;
THENCE South 15°23'49" West, a distance of 208.81 feet to a point for corner;
THENCE South 1°18'08" East, a distance of 602.72 feet to a point at the beginning of a tangent curve to the right having a central angle of 0°45'54", a radius of 14325.02 feet, a chord bearing and distance of South 0°55'11" East, 191.24 feet;
THENCE in a southeasterly direction, with said curve to the right, an arc distance of 191.24 feet to a point for corner;
THENCE South 18°23'02" East, a distance of 160.50 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 0°38'28", a radius of 14375.00 feet, a chord bearing and distance of South 0°23'32" West, 160.87 feet
THENCE in a southwesterly direction, with said curve to the right, an arc distance of 160.87 feet to a point for corner;
THENCE South 12°20'56" West, a distance of 259.04 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 1°56'34", a radius of 14325.00 feet, a chord bearing and distance of South 2°41'56" West, 485.70 feet;
THENCE in a southwesterly direction, with said curve to the right, an arc distance of 485.72 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°58'43", a radius of 4569.78 feet, a chord bearing and distance of South 3°10'48" West, 237.54 feet;

CONTINUED ON SHEET 2

WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194050
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JDW	5/31/2022	061024043	1 OF 12

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-2 WWE

LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT

THENCE in a southwesterly direction, with said curve to the left, an arc distance of 237.57 feet to a point for corner;
THENCE South 1°07'51" East, a distance of 697.10 feet to a point for corner;
THENCE South 36°11'37" East, a distance of 76.90 feet to a point for corner;
THENCE South 1°09'36" East, a distance of 150.97 feet to a point for corner;
THENCE South 44°33'16" East, a distance of 21.70 feet to a point for corner;
THENCE South 1°07'44" East, a distance of 66.92 feet to a point for corner;
THENCE South 42°18'43" West, a distance of 21.91 feet to a point for corner;
THENCE South 1°08'13" East, a distance of 442.32 feet to a point for corner;
THENCE South 21°10'06" East, a distance of 157.40 feet to a point for corner;
THENCE South 35°17'53" East, a distance of 90.02 feet to a point for corner;
THENCE South 56°52'13" East, a distance of 95.33 feet to a point for corner;
THENCE South 13°51'05" East, a distance of 53.76 feet to a point for corner;
THENCE South 58°54'35" East, a distance of 1054.24 feet to a point for corner;

THENCE South 31°05'25" West, a distance of 20.00 feet to a point for corner in the northeast right-of-way line of U.S. Highway No. 77 (North Elm Street) (a variable width right-of-way);

THENCE North 58°54'35" West, along the said northeast right-of-way line, a distance of 1114.88 to a point for corner, from which a 1-inch iron rod found for a point in the intersection of the said northeast right-of-way line, and the aforementioned east right-of-way line of Interstate Highway No. 35 bears North 58°54'35" West, a distance of 57.33 feet;

THENCE North 31°34'57" East, departing the said northeast right-of-way line, a distance of 28.84 feet to a point for corner;

THENCE North 56°52'13" West, a distance of 79.68 feet to a point for corner;

THENCE North 35°17'53" West, a distance of 99.45 feet to a point for corner;

THENCE North 21°10'06" West, a distance of 166.42 feet to a point for corner;

THENCE North 1°07'42" West, a distance of 667.77 feet to a point for corner;

CONTINUED ON SHEET 3

WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY ABSTRACT NO. 683
ALEXANDER WHITE SURVEY ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JBW	10/11/2023	061024043	3 OF 12

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-2 WWE

LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT

THENCE North 90°00'00" West, a distance of 47.64 feet to a point for corner in the said east right-of-way line of Interstate Highway No. 35;

THENCE North 1°06'48" West, along the said east right-of-way line, a distance of 10.09 feet to a point for corner;

THENCE South 89°37'12" West, continuing along the said east right-of-way line, a distance of 20.43 feet to a point for corner;

THENCE North 1°06'48" West, continuing along the said east right-of-way line, a distance of 295.98 feet to a point for corner;

THENCE North 2°23'15" East, departing the said east right-of-way line, a distance of 1210.25 feet to a point for corner;

THENCE North 12°20'56" East, a distance of 258.77 feet to a point for corner;
THENCE North 0°23'45" East, a distance of 152.61 feet to a point for corner;
THENCE North 18°23'03" West, a distance of 160.34 feet to a point for corner;
THENCE North 1°12'24" West, a distance of 802.66 feet to a point for corner;
THENCE North 15°23'49" East, a distance of 208.81 feet to a point for corner;
THENCE North 1°18'08" West, a distance of 100.00 feet to a point for corner;
THENCE North 18°00'05" West, a distance of 208.81 feet to a point for corner;

THENCE North 1°18'08" West, a distance of 410.49 feet to the **POINT OF BEGINNING** and containing 182,976 square feet or 4.2005 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

2/15/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



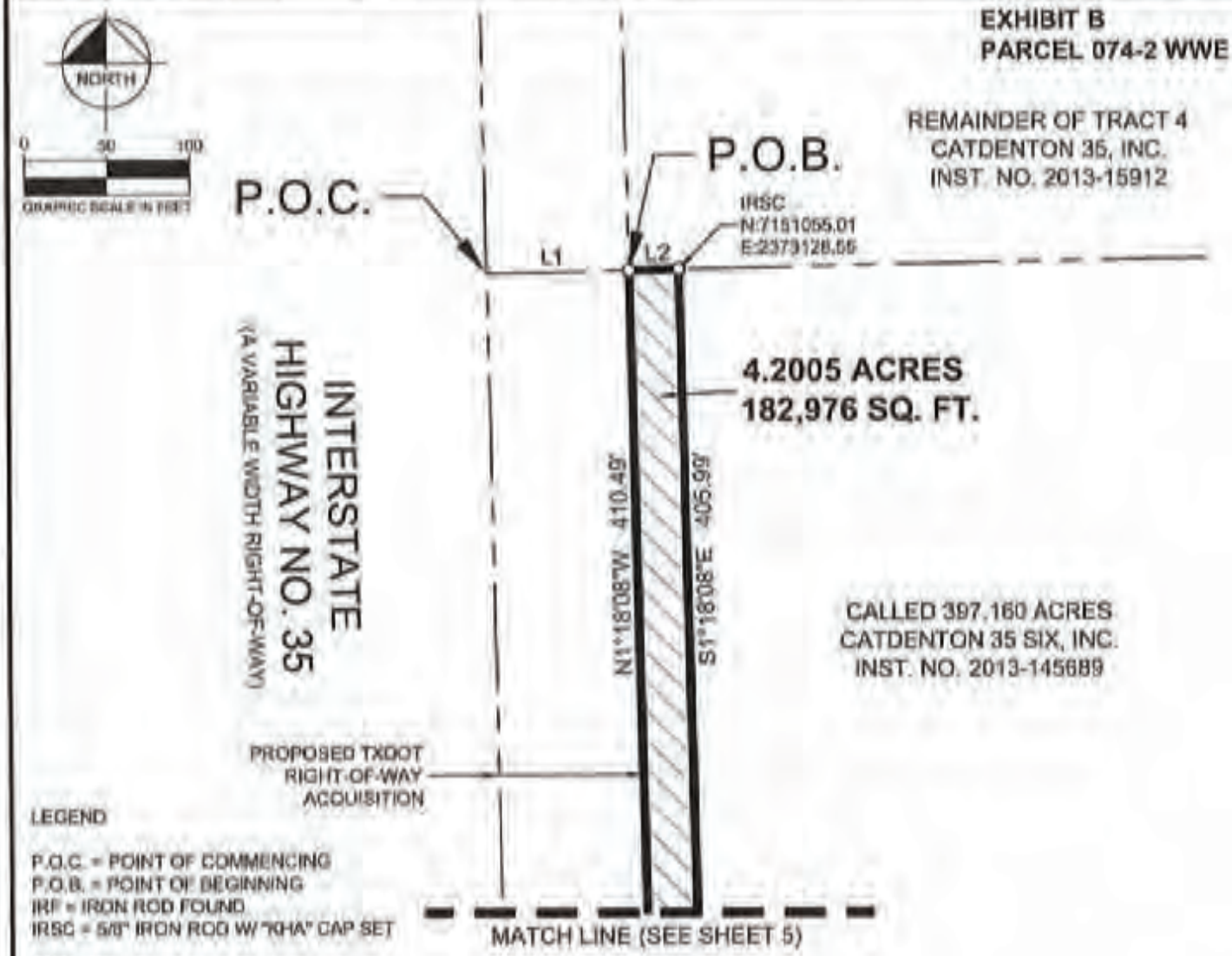
WATER AND WASTEWATER
EASEMENT
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10193960
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRO	JDW	10/7/2021	061034049	9 OF 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-2 WWE



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY ABSTRACT NO. 683
ALEXANDER WHITE SURVEY ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

2/15/22

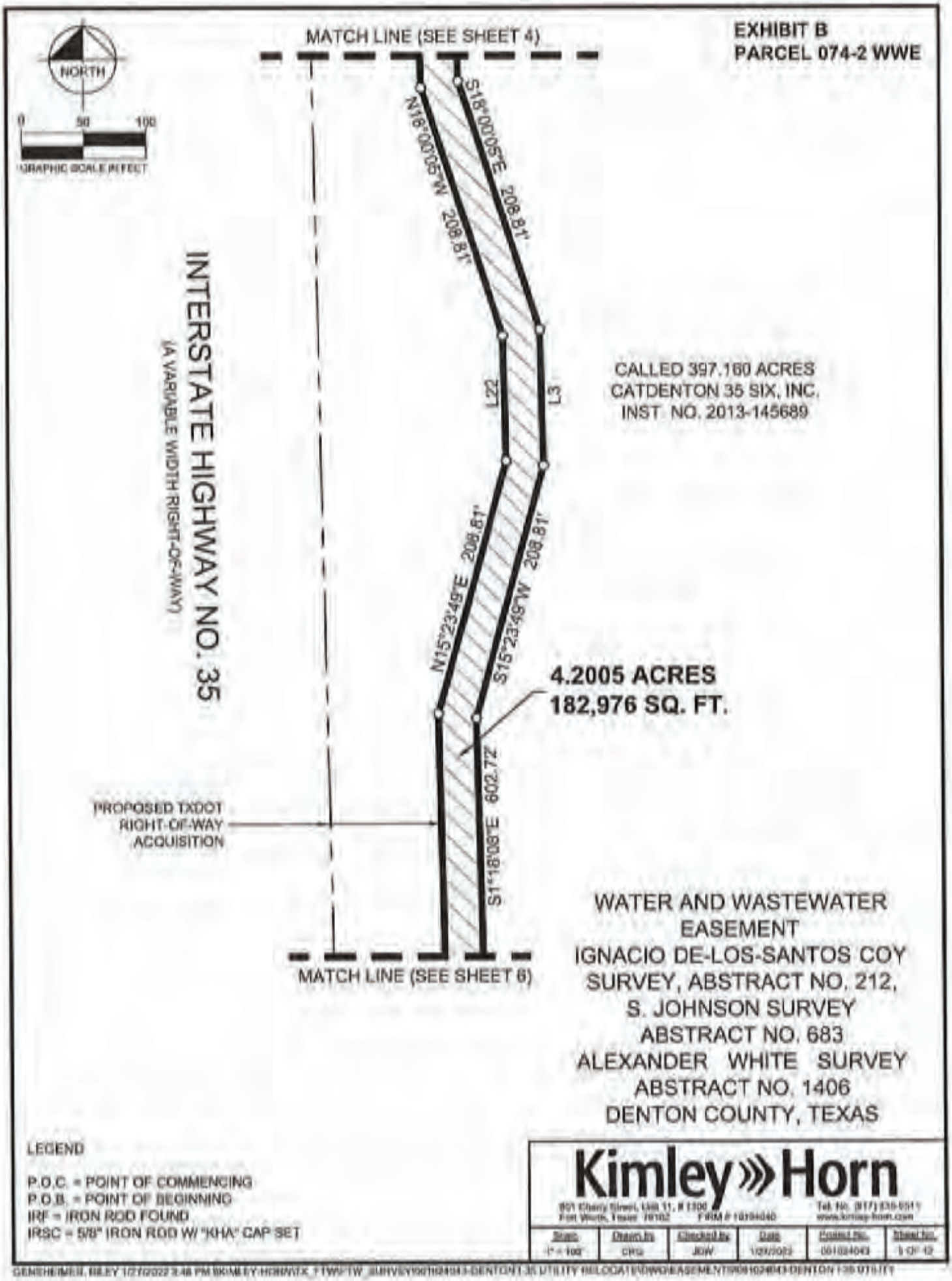
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	12/1/2021	061034043	4 OF 6

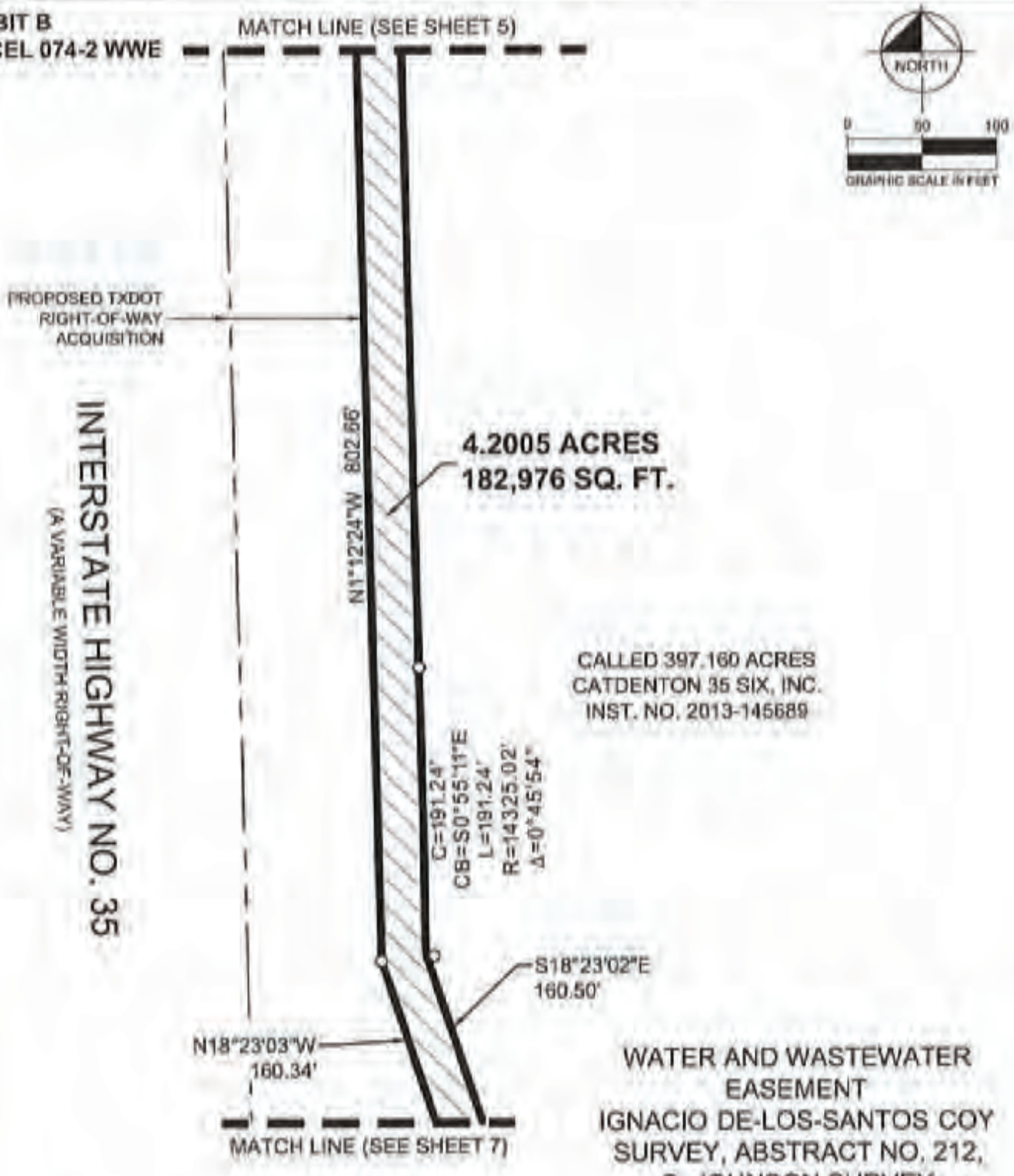
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



GENEHEIMER, RILEY 1/27/2023 3:48 PM S:\KIMLEY-HORN\TX_FTW\FTW_SURVEY\061094043-DENTON I-35 UTILITY RELOCATE\DWG\EASEMENT\061094043-DENTON I-35 UTILITY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-2 WWE



WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

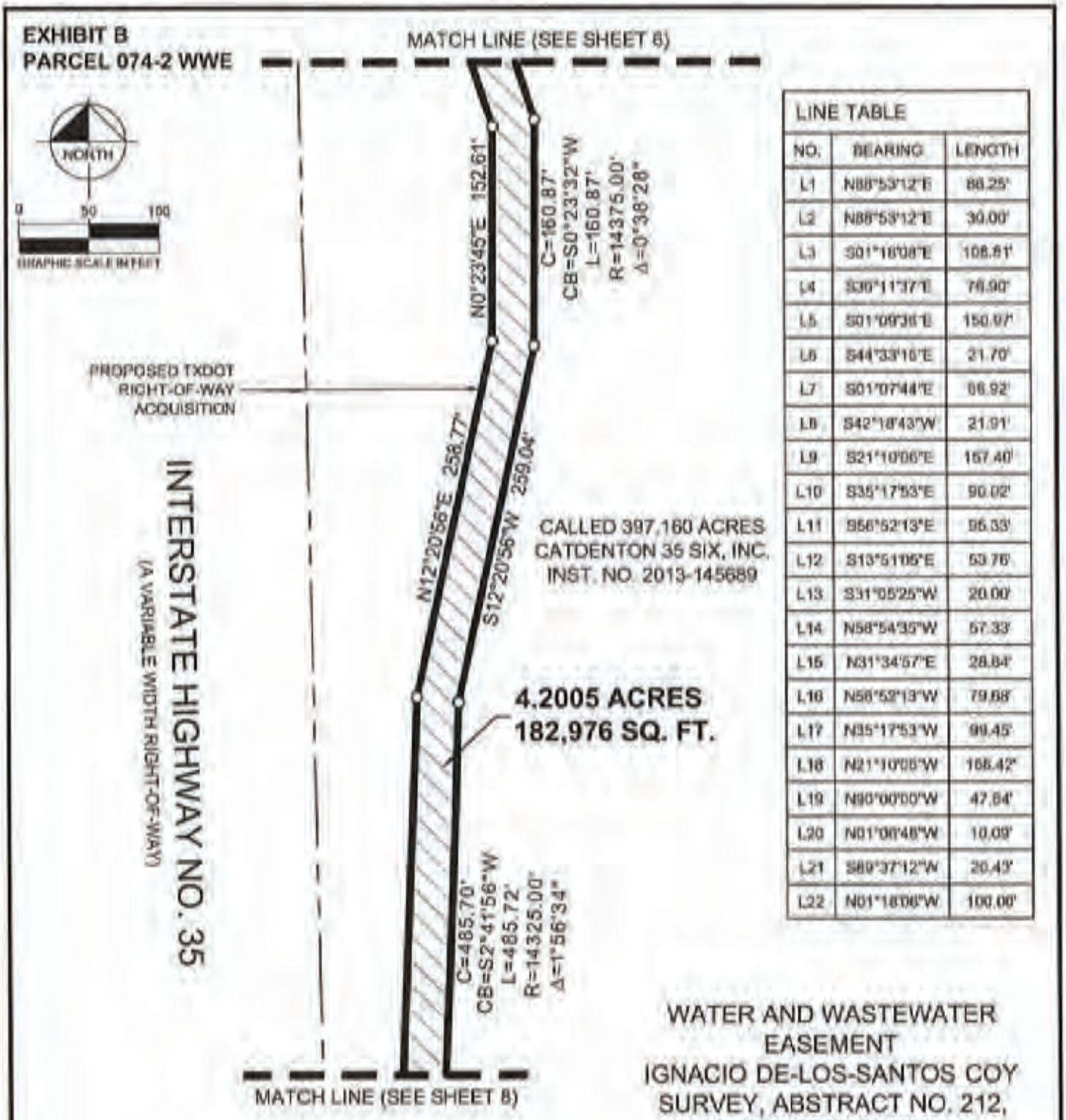
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Design By	Checked By	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	1/27/2023	061094043	6 OF 12

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-2 WWE



LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°53'12"E	88.25'
L2	N88°53'12"E	30.00'
L3	S01°16'08"E	108.81'
L4	S39°11'37"E	76.90'
L5	S01°09'36"E	150.97'
L6	S44°33'16"E	21.70'
L7	S01°07'44"E	66.92'
L8	S42°18'43"W	21.91'
L9	S21°10'06"E	157.40'
L10	S35°17'53"E	90.02'
L11	S56°52'13"E	95.33'
L12	S13°51'05"E	53.76'
L13	S31°05'25"W	20.00'
L14	N58°54'35"W	57.33'
L15	N31°34'57"E	28.84'
L16	N56°52'13"W	79.68'
L17	N35°17'53"W	99.45'
L18	N21°10'06"W	166.42'
L19	N90°00'00"W	47.84'
L20	N01°08'48"W	10.09'
L21	S89°37'12"W	20.43'
L22	N01°18'06"W	100.00'

WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212, S. JOHNSON SURVEY ABSTRACT NO. 683 ALEXANDER WHITE SURVEY ABSTRACT NO. 1406 DENTON COUNTY, TEXAS

LEGEND

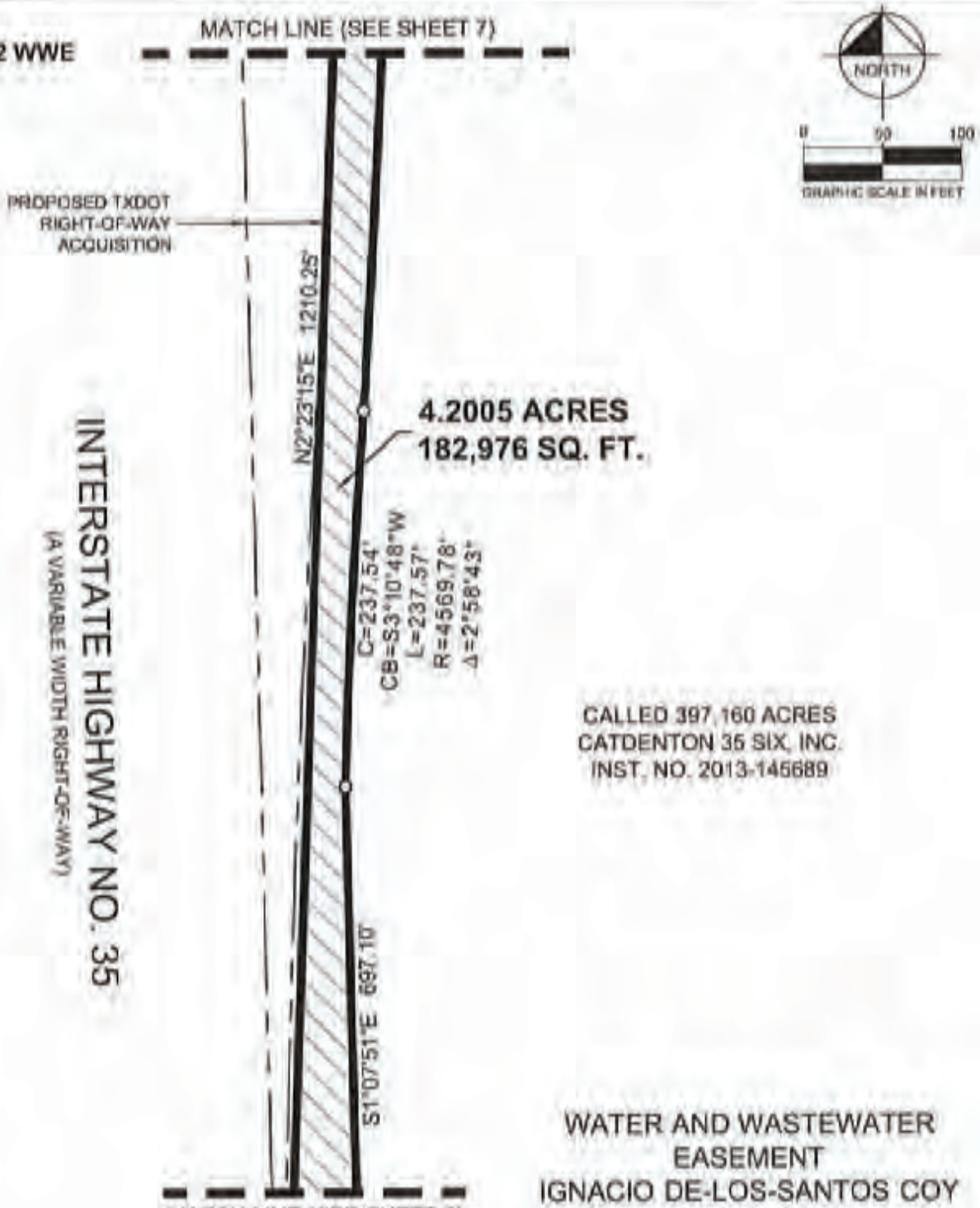
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194640
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	10/7/2022	061924043	7 OF 12

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-2 WWE



WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

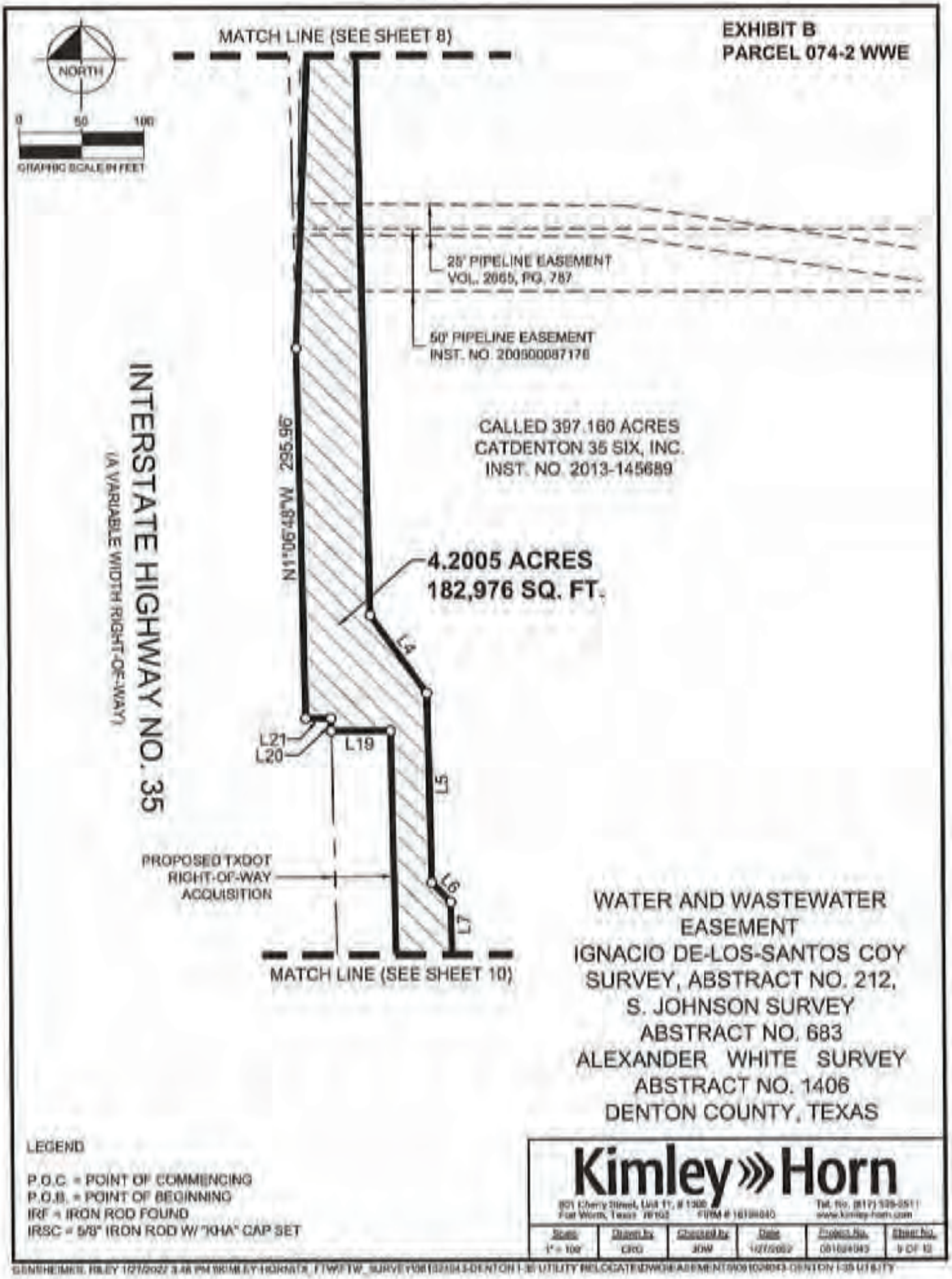
LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194080
Tel. No. (817) 335-6511
www.kimley-horn.com

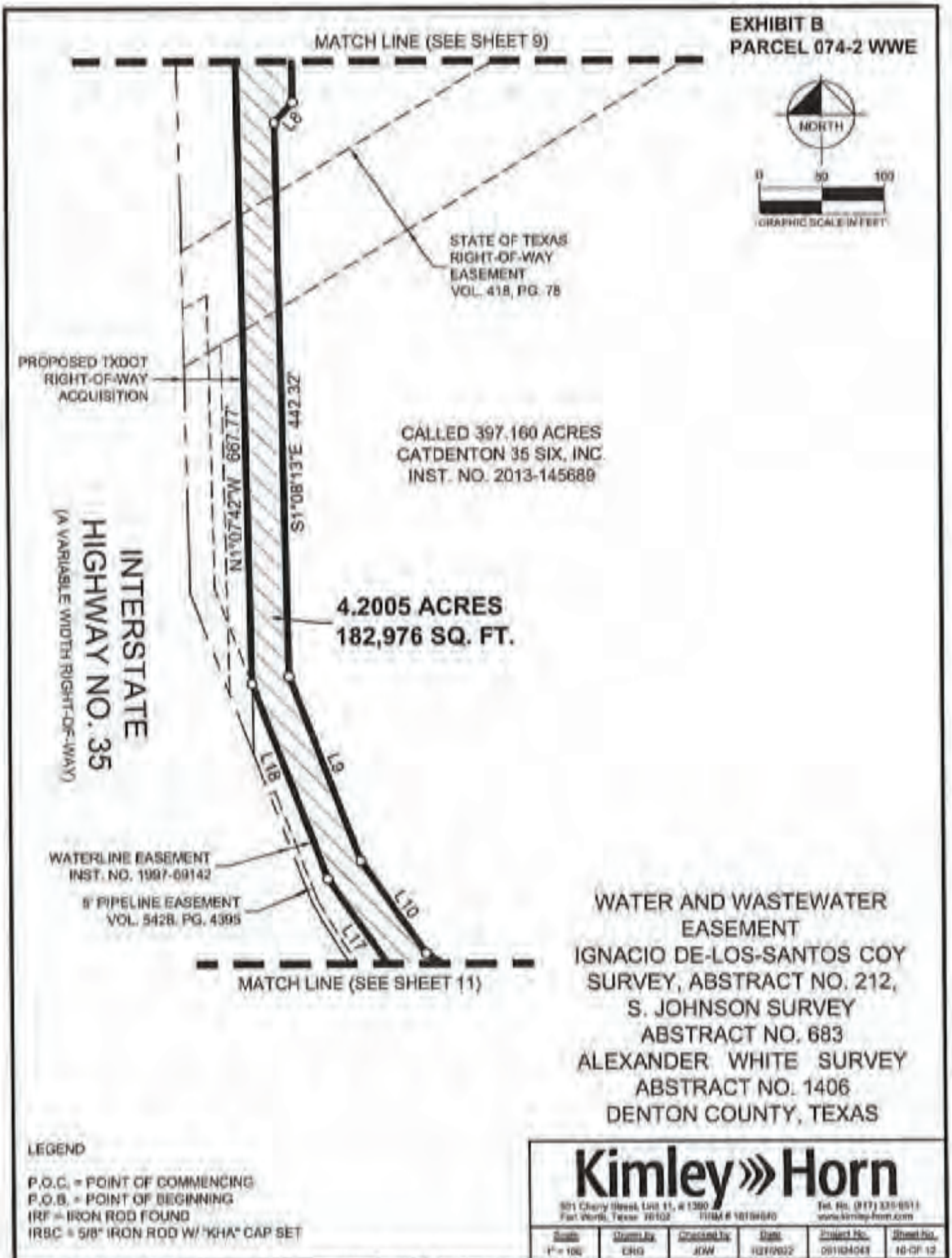
Scale	Design by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CHG	JDW	10/7/2022	061034043	8 OF 12

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-2 WWE



WATER AND WASTEWATER
EASEMENT
IGNACIO DE-LOS-SANTOS COY
SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

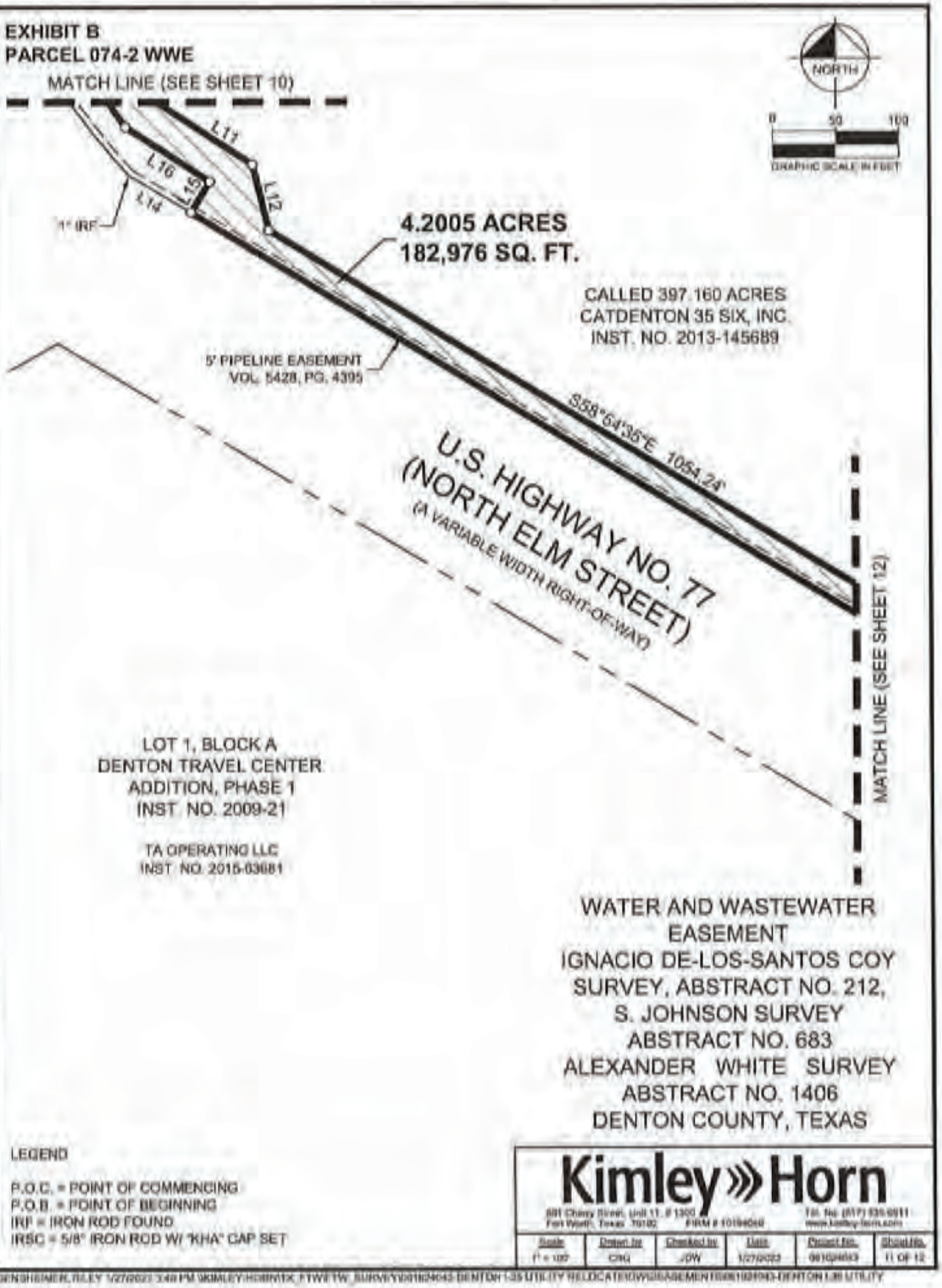
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
501 Cherry Street, Unit 11, # 1380
Fort Worth, Texas 76102
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	02/16/2022	061924043	10 OF 12

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-2 WWE



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

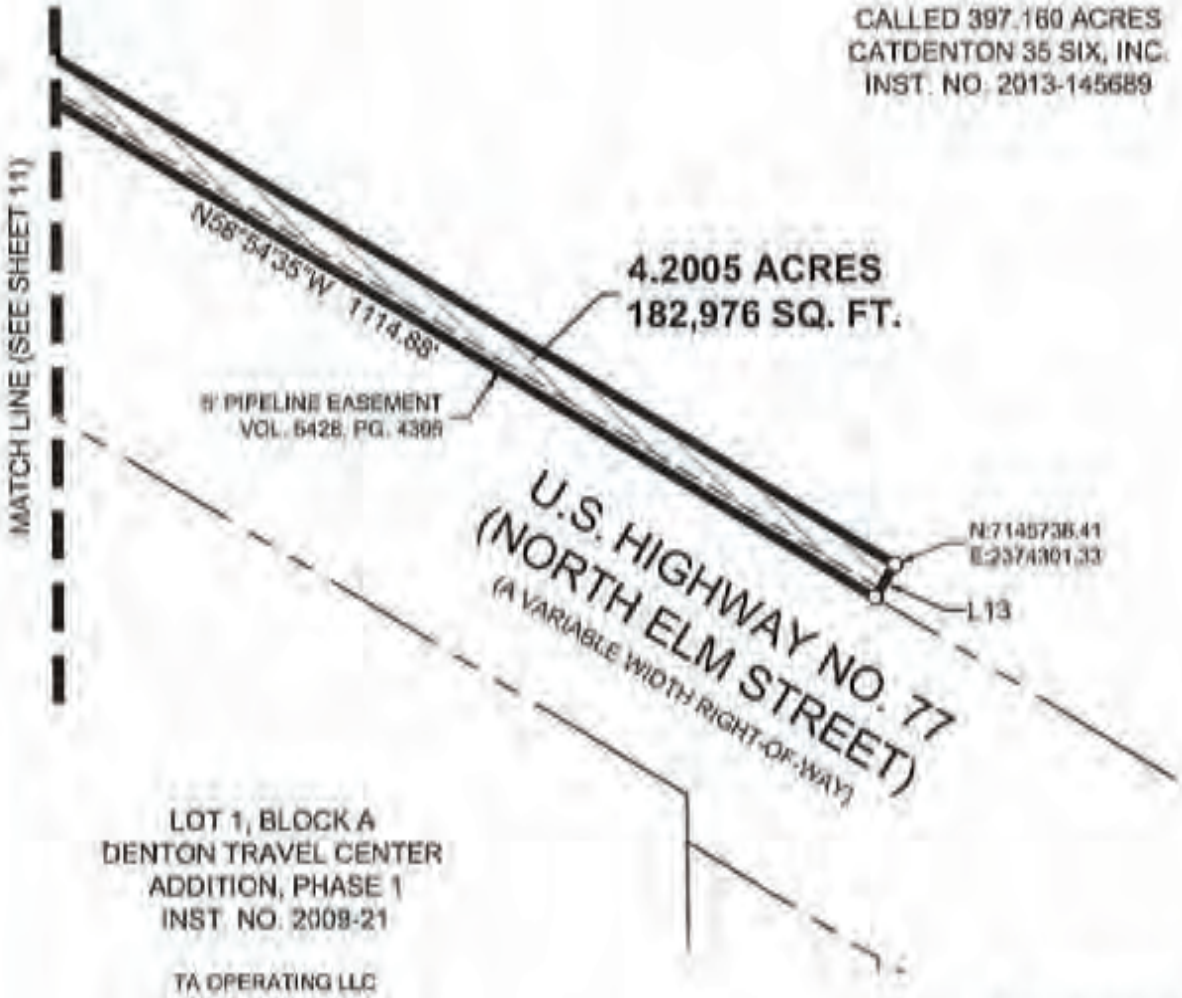
Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194050
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	1/27/2023	069624043	11 OF 12

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-2 WWE





WATER AND WASTEWATER EASEMENT
IGNACIO DE-LOS-SANTOS COY SURVEY, ABSTRACT NO. 212,
S. JOHNSON SURVEY
ABSTRACT NO. 683
ALEXANDER WHITE SURVEY
ABSTRACT NO. 1406
DENTON COUNTY, TEXAS

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194010
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	10/10/2022	069034015	12 OF 12

GENSHEIMER, RILEY 10/27/2022 3:48 PM S:\KIMLEY-HORN\TX_FTWF\TW_SURVEY\069034015-DENTON I-35 UTILITY RELOCATE\DWG\R-EASEMENTS\069034015-DENTON I-35 UTILITY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

U00017637

TxDOT Highway Project Number: 0195-02-074 TxDOT Parcel 08

RCSJ 0195-02-079
From: US77/Barthold Dr.
To: Milam Rd

Utility Longitudinal Stations:
Sta 2280+10 RT to Sta 2331+22 RT

Existing Easement

Instrument Number
DOC# 1997-072075 & DOC# 1997-071534

BEING 1.2399 & 1.6080 ACRES IN
THE JOHN AYERS SURVEY A-2,
THE IGNACIO DE-LOS-SANTOS COY SURVEY A-212
BEING PART OF A 934.575 ACRE TRACT
CATDENTON 35, INC.
CITY OF DENTON, DENTON COUNTY, TEXAS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

WATER LINE EASEMENT

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

That RANCHO VISTA DEVELOPMENT COMPANY, a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by the CITY OF DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, TEXAS, I. Coy Survey, Abstract No. 212, to wit:

SEE ATTACHED "EXHIBIT D" FOR A METES AND BOUNDS DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND "EXHIBIT F" FOR A DRAWING OF "EXHIBIT D."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT E" FOR A METES AND BOUNDS DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND "EXHIBIT F" FOR A DRAWING OF "EXHIBIT E."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of September, 1997.

Grantor: RANCHO VISTA DEVELOPMENT COMPANY

By: Donald D. Dillard

Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: Roger N. Wilkinson

Roger N. Wilkinson, Right-of-Way Agent

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of Rancho Vista Development Company, a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

Sherri Williamson
Notary Public in and for
The State of Texas

SHERRI WILLIAMSON
MY COMMISSION EXPIRES
January 2, 1998

After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

f:\ryvdv-1818-2.wpd\9706.20

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 181
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "1"
PERMANENT WATER LINE EASEMENT
I. COY SURVEY, A-212
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the I. Coy Survey, Abstract No. 212, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the westerly property line of the said Rancho Vista tract and on the existing easterly right-of-way line of Interstate Highway No. 35 at the survey line between the S. L. Johnson Survey, Abstract No. 683 and the said I. Coy Survey;

THENCE, North 01 degree 30 minutes 11 seconds West, along the westerly property line of the said Rancho Vista tract and along the said existing easterly right-of-way line of Interstate Highway No. 35, 2911.68 feet to a point;

THENCE, North 88 degrees 27 minutes 14 seconds East, along a northerly property line of the said Rancho Vista tract and along a southerly right-of-way line of the said Highway I-35, 300.00 feet to a point;

THENCE, North 01 degree 31 minutes 10 seconds West, along the westerly property line of the said Rancho Vista tract and along the easterly right-of-way line of the said Highway I-35, 129.70 feet to a point;

THENCE, North 88 degrees 21 minutes 40 seconds East, along a northerly property line of the said Rancho Vista tract and along a southerly right-of-way line of the said Highway I-35 at Ganzer Road, 20.00 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 149.73 feet to a point;

THENCE, South 88 degrees 27 minutes 14 seconds West 300.00 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 2892.22 feet to a point on the survey line between the said I. Coy Survey and the S. L. Johnson Survey, Abstract No. 683;

THENCE, West, along the said survey line, 20.01 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 1.6343 acres (66,833 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 181
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "E"
TEMPORARY CONSTRUCTION EASEMENT
I. COY SURVEY, A-212
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the I. Coy Survey, Abstract No. 212, said strip being out of a 672.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 476 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the survey line between the S. L. Johnson Survey, Abstract No. 683 and the said I. Coy Survey, said point being located East 20.01 feet from the westerly property line of the said Rancho Vista tract;

THENCE, North 01 degree 30 minutes 11 seconds West 2892.22 feet to a point;

THENCE, North 88 degrees 27 minutes 14 seconds East 300.00 feet to a point;

THENCE, North 01 degree 31 minutes 10 seconds West 149.73 feet to a point on a northerly property line of the said Rancho Vista tract at Ganzer Road;

THENCE, North 88 degrees 21 minutes 40 seconds East, along the said northerly property line, 20.00 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 169.76 feet to a point;

THENCE, South 88 degrees 27 minutes 14 seconds West 300.01 feet to a point;

THENCE, South 01 degree 30 minutes 11 seconds East 2872.76 feet to a point on the said survey line between the I. Coy Survey and the S. L. Johnson Survey;

THENCE, West, along the said survey line, 20.01 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 1.5346 acres (66,845 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SURVEY: I. COY, A-212
LOCATION: DENTON COUNTY, TEXAS
WHOLE PROPERTY AREA: 572.09 AC.
PERMANENT WATER LINE ESMT.: 1.5343 AC.
TEMPORARY CONSTRUCTION ESMT.: 1.5346 AC.

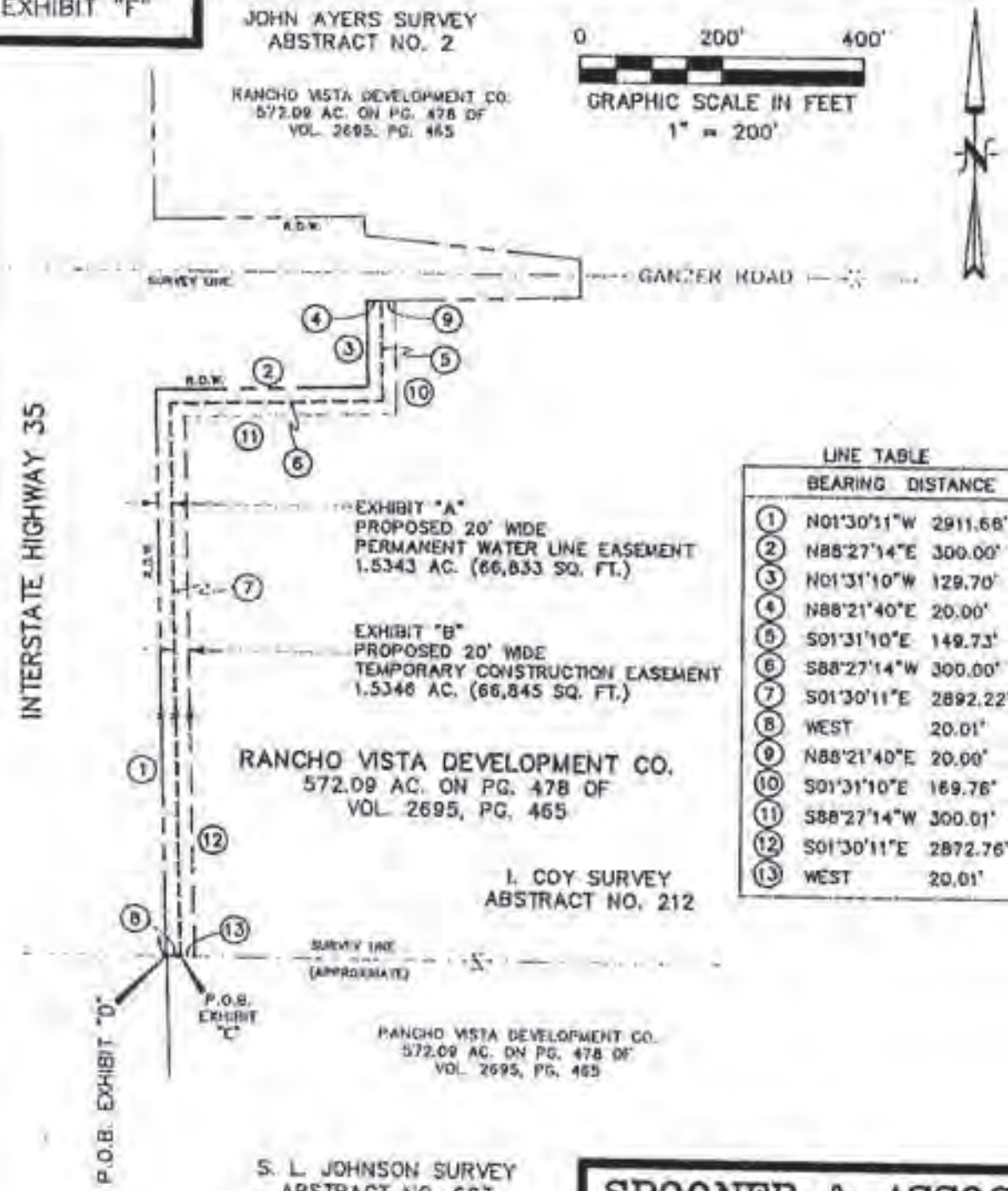
PARCEL 1818 FOR ALAN PLUMMER

SANGER WATER LINE
DENTON TO SANGER, TEXAS

UPPER TRINITY
REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "D" & "E"

EXHIBIT "F"



LINE TABLE

	BEARING	DISTANCE
1	N01°30'11"W	2911.68'
2	N88°27'14"E	300.00'
3	N01°31'10"W	129.70'
4	N88°21'40"E	20.00'
5	S01°31'10"E	149.73'
6	S88°27'14"W	300.00'
7	S01°30'11"E	2892.22'
8	WEST	20.01'
9	N88°21'40"E	20.00'
10	S01°31'10"E	169.76'
11	S88°27'14"W	300.01'
12	S01°30'11"E	2872.76'
13	WEST	20.01'

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
SURVEYOR

SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS

352 HURST BLVD.
HURST, TX 76053
(817) 282-6981

JOB NO.: 491-1-96
DATE: 8-09-96
COGO FILE: 491-SANG
ACAD FILE: 491-181
DRAWN BY: S.G.S.
COMPUTED BY: S.G.S.
CHECKED BY: S.G.S.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Return To:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE JIM HODGES/COUNTY CLERK

On: Oct 10 1997
At: 2:59pm

Doc/Num : 97-R0072075
Doc/Type : EAS
Recording: 15.00
Doc/Mgmt : 6.00
Receipt #: 32939
Deputy : SHELLEY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

WATER LINE EASEMENT

071534

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

That RANCHO VISTA DEVELOPMENT COMPANY, a Delaware corporation, of 1601 Elm Street, Suite 3400, Dallas, Dallas County, Texas 75201 ("Grantor"), in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by the CITY OF DENTON, TEXAS ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee an easement and right-of-way for the purposes of operating, repairing, and maintaining one underground water transmission line for the transportation of water ("Water Line") in, upon, and across the following described property of Grantor situated in Denton County, Texas, J. Ayers Survey, Abstract No. 2, to wit:

SEE ATTACHED "EXHIBIT G" FOR A METES AND BOUNDS DESCRIPTION OF PERMANENT WATER LINE EASEMENT AND "EXHIBIT I" FOR A DRAWING OF "EXHIBIT G."

In addition to the Water Line easement set forth on Exhibit "A", Grantee is hereby granted a temporary construction easement for the initial construction of said Water Line described as follows:

SEE ATTACHED "EXHIBIT H" FOR A METES AND BOUNDS DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AND "EXHIBIT I" FOR A DRAWING OF "EXHIBIT H."

Upon conclusion of said Water Line installation, the temporary construction easement shall terminate.

Grantee shall have the right to remove trees and brush located upon the right-of-way which will interfere with Grantee's Water Line thereon (but only if necessary for construction or maintenance of the Water Line). Grantee, its successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the Water Line easement. The initial construction of the Water Line will be handled pursuant to a letter agreement to be entered into by Grantor and Grantee prior to such construction. If Grantee must cut a fence, Grantee must, prior to such cutting, install a temporary fence so as to secure Grantor's property and prevent the escape of cattle or stock through the fence cut. Upon termination of the work which necessitated the fence cut, Grantee shall remove the temporary fences, and, at its option, either restore the fences to their original condition or install gates on those locations where fences cross the Water Line. Further,

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Grantee shall promptly close and lock (if applicable) all gates which Grantee uses in its operations hereunder, to prevent the escape of cattle or stock through any open gate.

This Water Line easement is granted upon the condition, and Grantee, for itself and on behalf of its successors and assigns, agrees that it will at all times during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said Water Line, restore and repair the said premises and appurtenances of Grantor including any lands, roads, structures, fences, pastures, terraces, contours, streams, ponds or drainage ditches, now or hereinafter located on the above described property to the condition in which same were found before such work was undertaken, and to immediately pay Grantor for injuries to or death of livestock caused by Grantee's activities conducted hereunder. Grantee hereby agrees that in the use of the rights and privileges herein granted, the Grantee will not create a nuisance.

Grantor shall bury the Water Line at least four feet (4') beneath the surface of the earth. Grantee shall place signs on all fence crossings to indicate the presence of and direction of the Water Line.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interest or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee hereby agrees to include a provision in all its contracts with contractors performing work as contemplated hereby, whereby such contractors shall indemnify and hold harmless Grantor, and its affiliates, from any loss which is due to or arises from any cause and is associated in whole or in part with any operations performed by such contractor, its agents, contractors, officers, employees, representatives and subcontractors, under the contract, a breach of the contract, or any activity or omission arising out of performance or non-performance of the contract. As used in this paragraph, "loss" includes any and all losses, damages, liabilities, claims, demands, actions, suits, judgments, causes of action, penalties, fines, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs, which may result from injury to or death of any person and/or damage to or loss or destruction of any property whatsoever.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the easement described in Exhibit "A" is used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes or the provisions have not been met for a period of one hundred eighty (180) days, then and thereupon this grant shall terminate. Upon termination of this easement, all facilities, appurtenances or improvements remaining upon Grantor's property shall, upon request of Grantor, be removed by and at the expense of Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, this the 25th day of September, 1997.

Grantor: RANCHO VISTA DEVELOPMENT COMPANY

By: _____
Donald D. Dillard
Title: Vice President

ACCEPTED this 29th day of September, 1997, for the City of Denton, Texas (Resolution No. 91-073).

By: _____
Roger N. Wilkinson, Right-of-Way Agent

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on September 25, 1997, by Donald D. Dillard, Vice President of Rancho Vista Development Company, a Delaware corporation, on behalf of said corporation.

My commission expires: 1-2-98

_____
Notary Public in and for
The State of Texas

SHERRI WILLIAMSON
MY COMMISSION EXPIRES
January 2, 1998

After recording return to:
Attn: Roger N. Wilkinson
City of Denton, Texas
221 N. Elm
Denton, TX 76201

h:\rvdc-1810-2.eas\9709.29

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 181
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "G"
PERMANENT WATER LINE EASEMENT
JOHN AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the John Ayers Survey, Abstract No. 2, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 476 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the northwest property corner of the said Rancho Vista tract, said point also being the southwest property corner of a tract of land conveyed to Emma Jo Harris by deed as recorded in Volume 3912, Page 588 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 89 degrees 22 minutes 54 seconds East, along the northerly property line of the said Rancho Vista tract and along the southerly property line of the said Harris tract, 20.00 feet to a point;

THENCE, South 00 degrees 00 minutes 51 seconds East 1825.02 feet to a point at the beginning of a curve to the left whose center bears North 89 degrees 58 minutes 45 seconds East 11290.76 feet;

THENCE, in a southerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 318.64 feet to a point;

THENCE, South 01 degree 17 minutes 36 seconds East 466.37 feet to a point;

THENCE, North 88 degrees 23 minutes 09 seconds East 297.07 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 62.75 feet to a point on a southerly property line of the said Rancho Vista tract and on a northerly right-of-way line of the said Interstate Highway No. 35 at Ganzer Road;

THENCE, North 84 degrees 11 minutes 25 seconds West, along the said property line and along the said right-of-way line, 21.46 feet to a point;

THENCE, the following courses along the general westerly property line of the said Rancho Vista tract and along the general easterly right-of-way line of the said Highway I-35;

THENCE, North 01 degree 08 minutes 00 seconds West 29.98 feet to a point;

THENCE, South 88 degrees 23 minutes 09 seconds West 296.07 feet to a point;

THENCE, North 01 degree 17 minutes 36 seconds West 486.40 feet to a point at the beginning of a curve to the right whose center bears North 89 degrees 15 minutes 44 seconds East 11310.76 feet;

THENCE, in a northerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 319.20 feet to a point;

THENCE, North 00 degrees 00 minutes 51 seconds West 1824.82 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 1.3593 acres (59,212 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor, Texas No. 4183 Date of Survey 8-09-96

STATE OF TEXAS
REGISTERED
SHAUN O. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 181
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "H"
TEMPORARY CONSTRUCTION EASEMENT
JOHN AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the John Ayers Survey, Abstract No. 2, said strip being out of a 572.09 acre tract of land conveyed to Rancho Vista Development Co. as described on Page 478 of the deed as recorded in Volume 2695, Page 465 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the northerly property line of the said Rancho Vista tract, said point being located North 89 degrees 22 minutes 54 seconds East 20.00 feet from it's northwest property corner;

THENCE, North 89 degrees 22 minutes 54 seconds East, along the northerly property line of the said Rancho Vista tract, 20.00 feet to a point;

THENCE, South 00 degrees 00 minutes 51 seconds East 1825.21 feet to a point at the beginning of a curve to the left whose center bears North 89 degrees 52 minutes 45 seconds East 11270.76 feet;

THENCE, in a southerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 318.07 feet to a point;

THENCE, South 01 degree 17 minutes 36 seconds East 446.33 feet to a point;

THENCE, North 88 degrees 23 minutes 09 seconds East 296.98 feet to a point;

THENCE, South 01 degree 31 minutes 10 seconds East 75.36 feet to a point on a southerly property line of the said Rancho Vista tract at Gunzer Road;

THENCE, North 84 degrees 11 minutes 39 seconds West, along the said property line, 20.16 feet to a point;

THENCE, North 01 degree 31 minutes 10 seconds West 52.75 feet to a point;

THENCE, South 88 degrees 23 minutes 09 seconds West 297.07 feet to a point;

THENCE, North 01 degree 17 minutes 36 seconds West 466.37 feet to a point at the beginning of a curve to the right whose center bears North 88 degrees 15 minutes 44 seconds East 11290.76 feet;

THENCE, in a northerly direction along the said curve, through a central angle of 01 degree 37 minutes 01 second and an arc length of 318.64 feet to a point;

THENCE, North 00 degrees 00 minutes 51 seconds West 1825.02 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 1.3596 acres (59,220 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183

Date of Survey 8-09-96

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SURVEY: J. AYERS, A-2
LOCATION: DENTON COUNTY, TEXAS
WHOLE PROPERTY AREA: 572.09 AC.
PERMANENT WATER LINE ESMT.: 1.3593 AC.
TEMPORARY CONSTRUCTION ESMT.: 1.3595 AC.

DRAWING OF EXHIBITS "G" & "H"

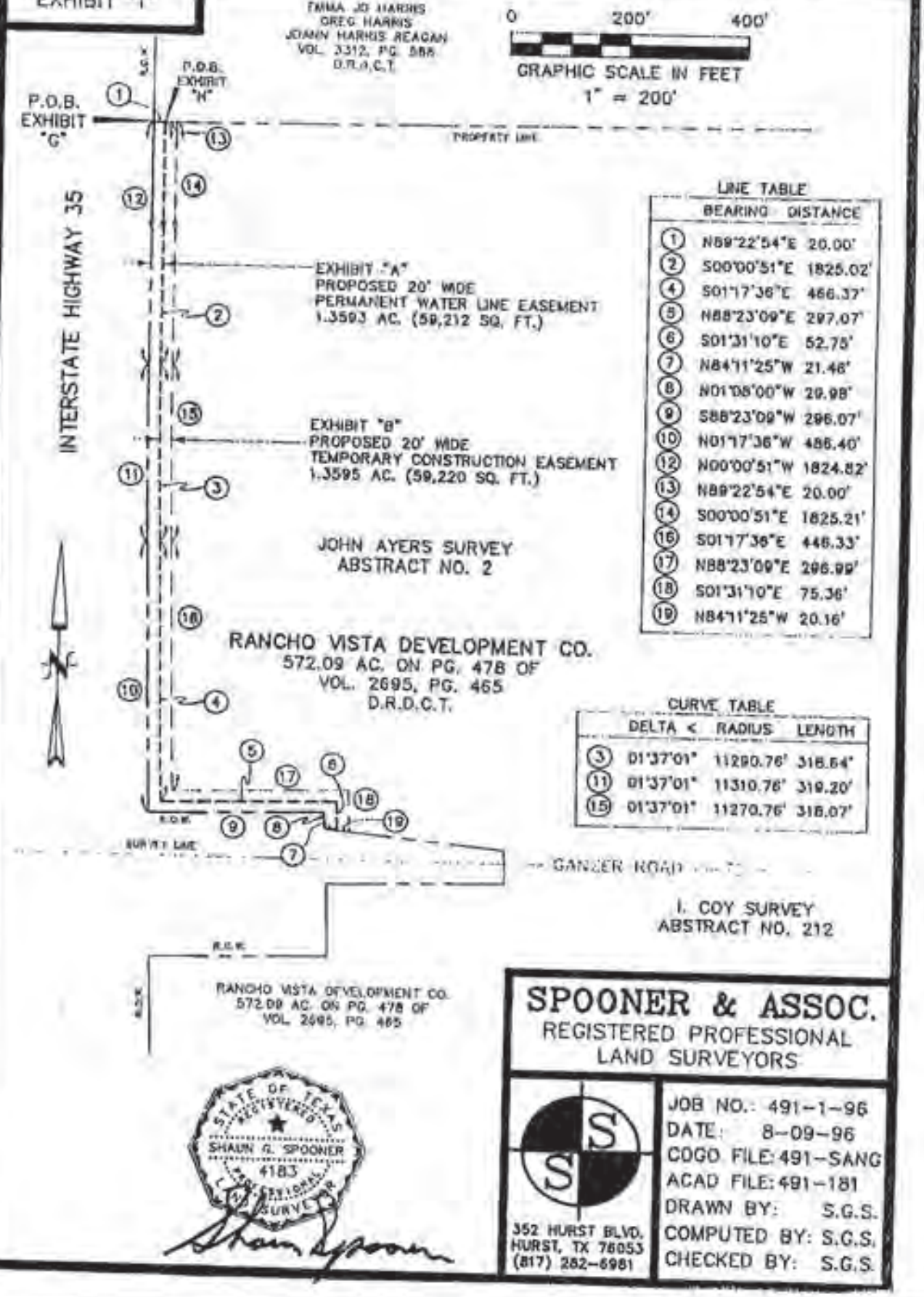
PARCEL 181C FOR ALAN PLUMMER

SANGER WATER LINE

DENTON TO SANGER, TEXAS

UPPER TRINITY
REGIONAL WATER DISTRICT

EXHIBIT "I"



LINE TABLE

	BEARING	DISTANCE
1	N89°22'54"E	20.00'
2	S00°00'51"E	1825.02'
4	S01°17'36"E	466.37'
5	N88°23'09"E	297.07'
6	S01°31'10"E	52.75'
7	N84°11'25"W	21.46'
8	N01°08'00"W	29.98'
9	S88°23'09"W	296.07'
10	N01°17'36"W	486.40'
12	N00°00'51"W	1824.82'
13	N89°22'54"E	20.00'
14	S00°00'51"E	1825.21'
16	S01°17'36"E	446.33'
17	N88°23'09"E	296.99'
18	S01°31'10"E	75.36'
19	N84°11'25"W	20.16'

CURVE TABLE

	DELTA <	RADIUS	LENGTH
3	01°37'01"	11290.76'	318.64'
11	01°37'01"	11310.76'	319.20'
15	01°37'01"	11270.76'	318.07'

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS
352 HURST BLVD.
HURST, TX 76053
(817) 282-6981

JOB NO.: 491-1-96
DATE: 8-09-96
COGO FILE: 491-SANG
ACAD FILE: 491-181
DRAWN BY: S.G.S.
COMPUTED BY: S.G.S.
CHECKED BY: S.G.S.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Return To:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY CLERK

On Oct 08 1997
At 4:02pm

Doc/Num : 97-R0071534
Doc/Type : EAS
Recording: 15.00
Doc/Mgmt : 6.00
Receipt #: 32686
Deputy - SHELLEY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-8 WWE

LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT

BEING a 54,008 square foot (1.2399 acre) tract of land (Tract 1) and a 70,043 square foot (1.6080 acre) tract of land (Tract 2) situated in the John Ayers Survey, Abstract No. 2, and the Ignacio De-Los-Santos Coy Survey, Abstract No. 212, Denton County, Texas, and being part of a called 934.575 acre tract of land (Tract 4) described in the Special Warranty Deed to Catdenton 35, Inc., recorded in Instrument No. 2013-15912, Official Public Records, Denton County, Texas, and being more particularly described as follows:

TRACT 1

COMMENCING at the northwest corner of the said called 934.575 acre tract of land, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way);

THENCE North 89°52'35" East, along the north line of the said called 934.575 acre tract of land, a distance of 203.11 feet to the **POINT OF BEGINNING**;

THENCE North 89°52'35" East, along the said north line, a distance of 20.35 feet to a point for corner;

THENCE South 10°35'23" West, departing the said north line, a distance of 76.47 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 2°10'43", a radius of 14315.00 feet, a chord bearing and distance of South 3°55'09" West, 544.31 feet;

THENCE in a southwesterly direction, with said curve to the right, an arc distance of 544.34 feet to a point at the beginning of a reverse curve to the left having a central angle of 2°31'11", a radius of 13885.00 feet, a chord bearing and distance of South 3°44'56" West, 610.58 feet;

THENCE in a southwesterly direction, with said curve to the left, an arc distance of 610.63 feet to a point for corner;

THENCE South 0°15'42" West, a distance of 1300.68 feet to a point for corner;

THENCE South 22°45'56" East, a distance of 104.95 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the north right-of-way line of Ganzer Road (a variable width right-of-way);

THENCE South 88°57'56" West, along the said north right-of-way line, a distance of 27.43 feet to a point for corner;

THENCE North 44°11'22" West, departing the said north right-of-way line, a distance of 48.03 feet to a point for corner;

CONTINUED ON SHEET 2

WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FRN # 10194040
Tel No. (817) 335-651
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DRG	JDW	1/28/2022	061024043	1 OF 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-8 WWE

LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT

THENCE North 0°15'42" East, a distance of 1364.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 2°31'17", a radius of 13905.00 feet, a chord bearing and distance of North 3°44'53" East, 611.85 feet;

THENCE in a northeasterly direction, with said curve to the right, an arc distance of 611.90 feet to a point at the beginning of a reverse curve to the left having a central angle of 2°11'03", a radius of 14295.00 feet, a chord bearing and distance of North 3°55'00" East, 544.90 feet;

THENCE in a northeasterly direction, with said curve to the left, an arc distance of 544.94 feet to a point for corner;

THENCE North 10°35'23" East, a distance of 74.04 feet to the **POINT OF BEGINNING** and containing 54,008 square feet or 1.2399 acres of land, more or less.

TRACT 2

COMMENCING at the northwest corner of a called 397.160 acre tract described in the General Warranty Deed to Caldenton 35 Six, Inc., recorded in Instrument No. 2013-145689 Official Public Records, Denton County, Texas and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way);

THENCE North 88°53'12" East, along the north line of the said called 397.160 acre tract, a distance of 86.25 feet, to the **POINT OF BEGINNING**;

THENCE North 1°18'08" West, departing the said north line, a distance of 1239.51 feet to a point for corner;

THENCE North 24°20'19" East, a distance of 138.65 feet to a point for corner;

THENCE North 0°57'04" West, a distance of 519.52 feet to a point for corner;

THENCE North 16°41'25" West, a distance of 154.75 feet to a point for corner;

THENCE North 0°23'39" East, a distance of 179.77 feet to a point for corner, being in the south right-of-way line of Ganzer Road (a variable width right-of-way);

THENCE North 88°56'11" East, along the said south right-of-way line, a distance of 39.99 feet to a 5/8-inch iron rod with "KHA" cap set for corner.

CONTINUED ON SHEET 3

WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194096
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Design by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JBW	10/6/2022	061024043	3 OF 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-8 WWE

LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT

THENCE South 0°23'14" West, departing the said south right-of-way line, a distance of 174.80 feet to a point for corner;

THENCE South 16°41'25" East, a distance of 154.58 feet to a point for corner;
THENCE South 0°21'47" East, a distance of 5.79 feet to a point for corner;
THENCE South 23°14'17" West, a distance of 25.30 feet to a point for corner;
THENCE South 0°44'10" East, a distance of 273.07 feet to a point for corner;
THENCE South 1°18'08" East, a distance of 229.46 feet to a point for corner;
THENCE South 24°20'19" West, a distance of 138.65 feet to a point for corner;

THENCE South 1°18'08" East, a distance of 1232.78 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the said north line of the called 397.160 acre tract;

THENCE South 88°53'12" West, along the said north line, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 70,043 square feet or 1.6080 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

2/15/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



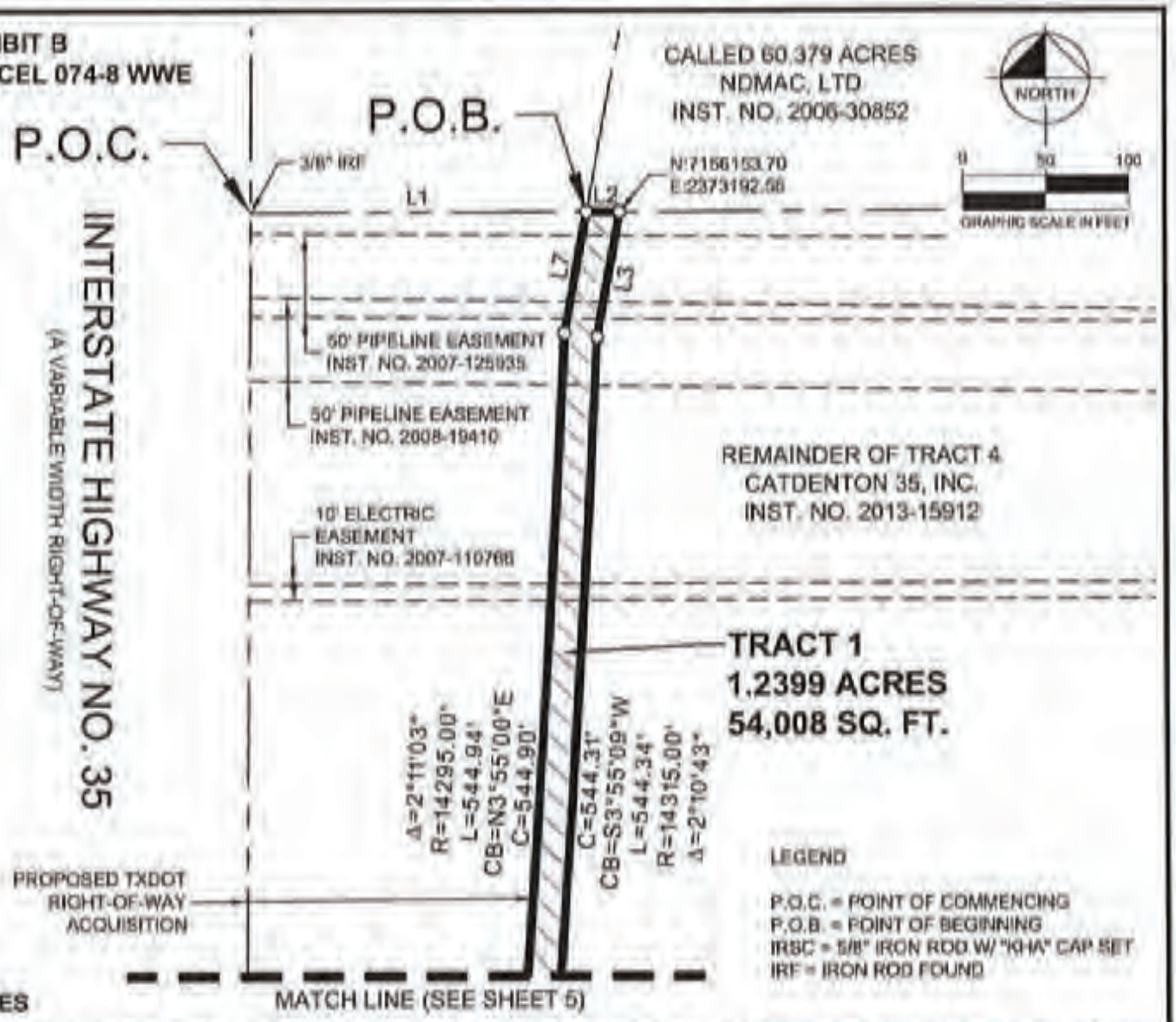
WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	JDW	1/28/2022	061024043	3 of 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-8 WWE



NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

2/15/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

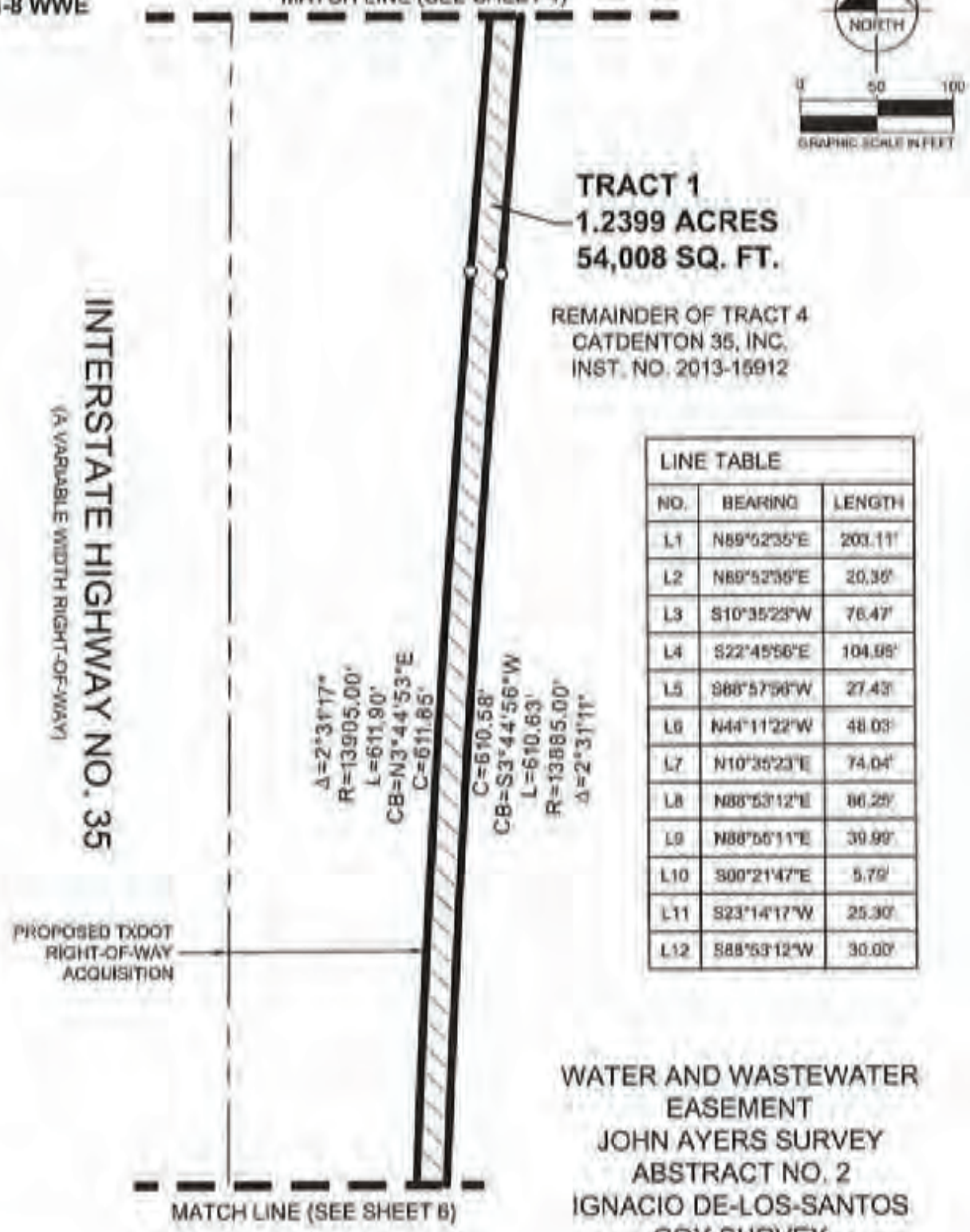
STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194810
Tel No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	1/28/2022	069324043	4 of 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-8 WWE



LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°52'35"E	203.11'
L2	N89°52'35"E	20.35'
L3	S10°35'23"W	76.47'
L4	S22°45'56"E	104.95'
L5	S88°57'56"W	27.43'
L6	N44°11'22"W	48.03'
L7	N10°35'23"E	74.04'
L8	N88°53'12"E	86.25'
L9	N88°56'11"E	39.99'
L10	S00°21'47"E	5.79'
L11	S23°14'17"W	25.30'
L12	S88°53'12"W	30.00'

WATER AND WASTEWATER EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

LEGEND

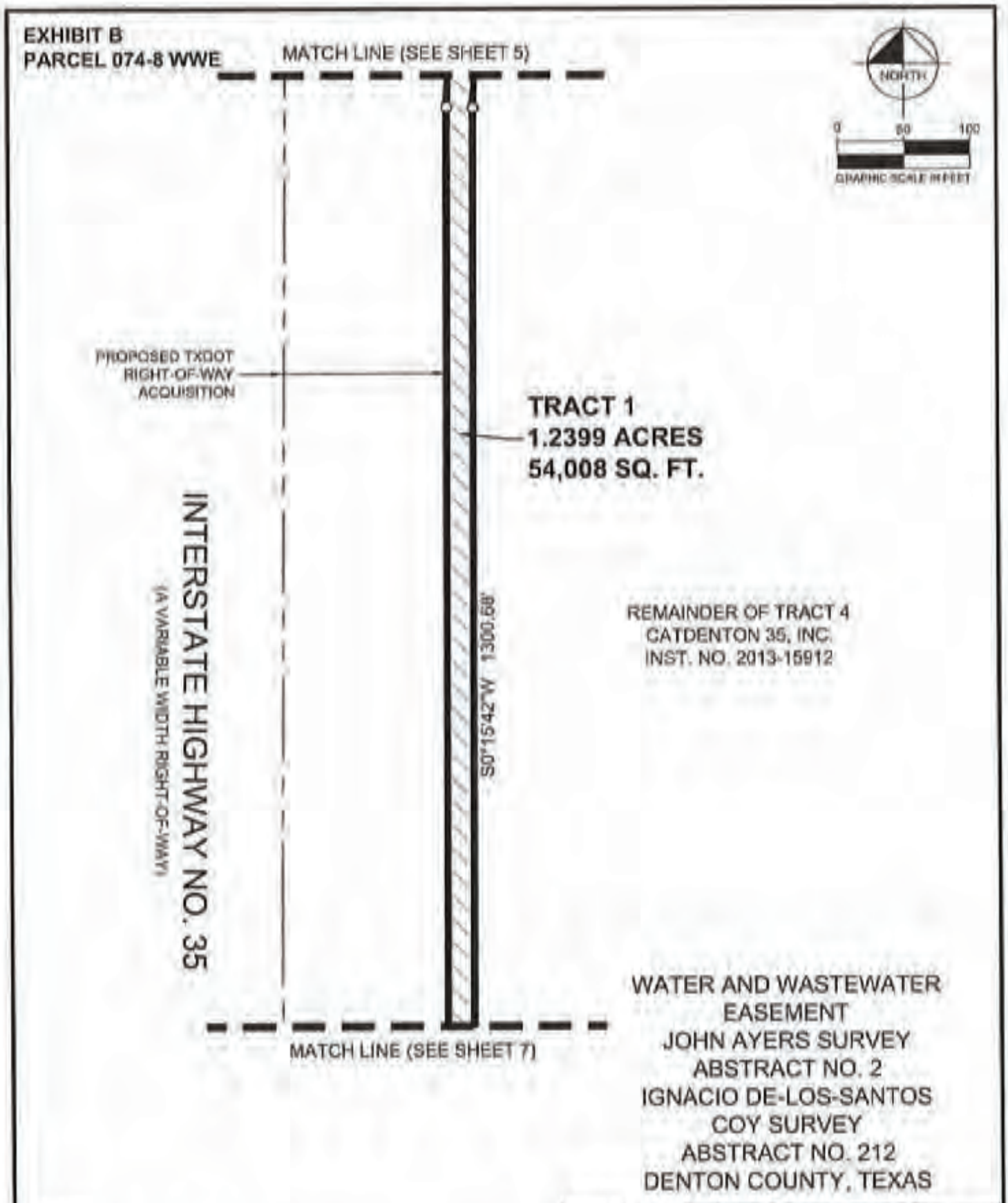
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRF = IRON ROD FOUND

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CHQ	JDW	1/26/2022	061026843	5 of 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-8 WWE



WATER AND WASTEWATER EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

LEGEND

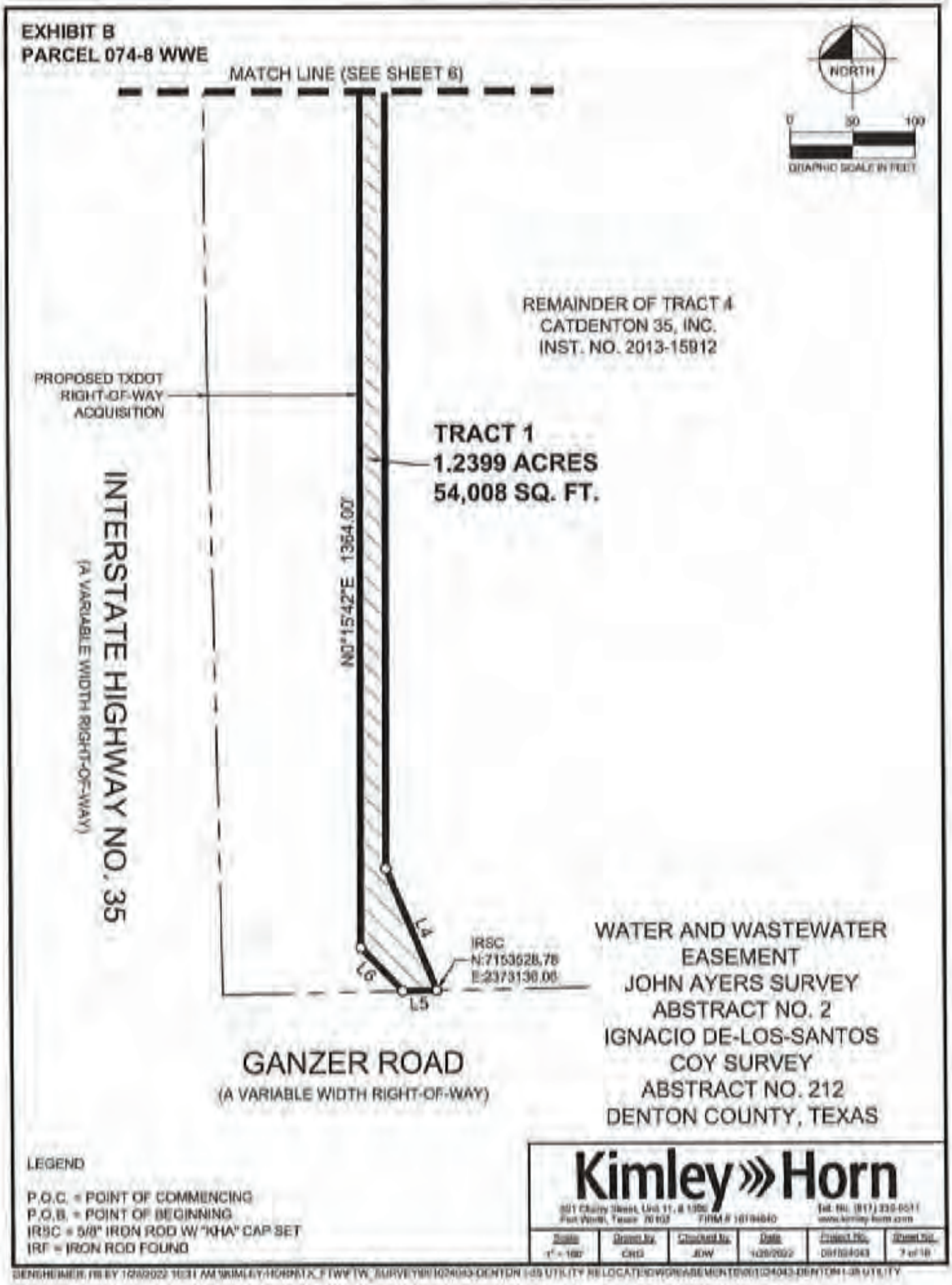
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRF = IRON ROD FOUND

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10196040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn By	Checked By	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	10/5/2022	061804043	6 of 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-8 WWE



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRF = IRON ROD FOUND

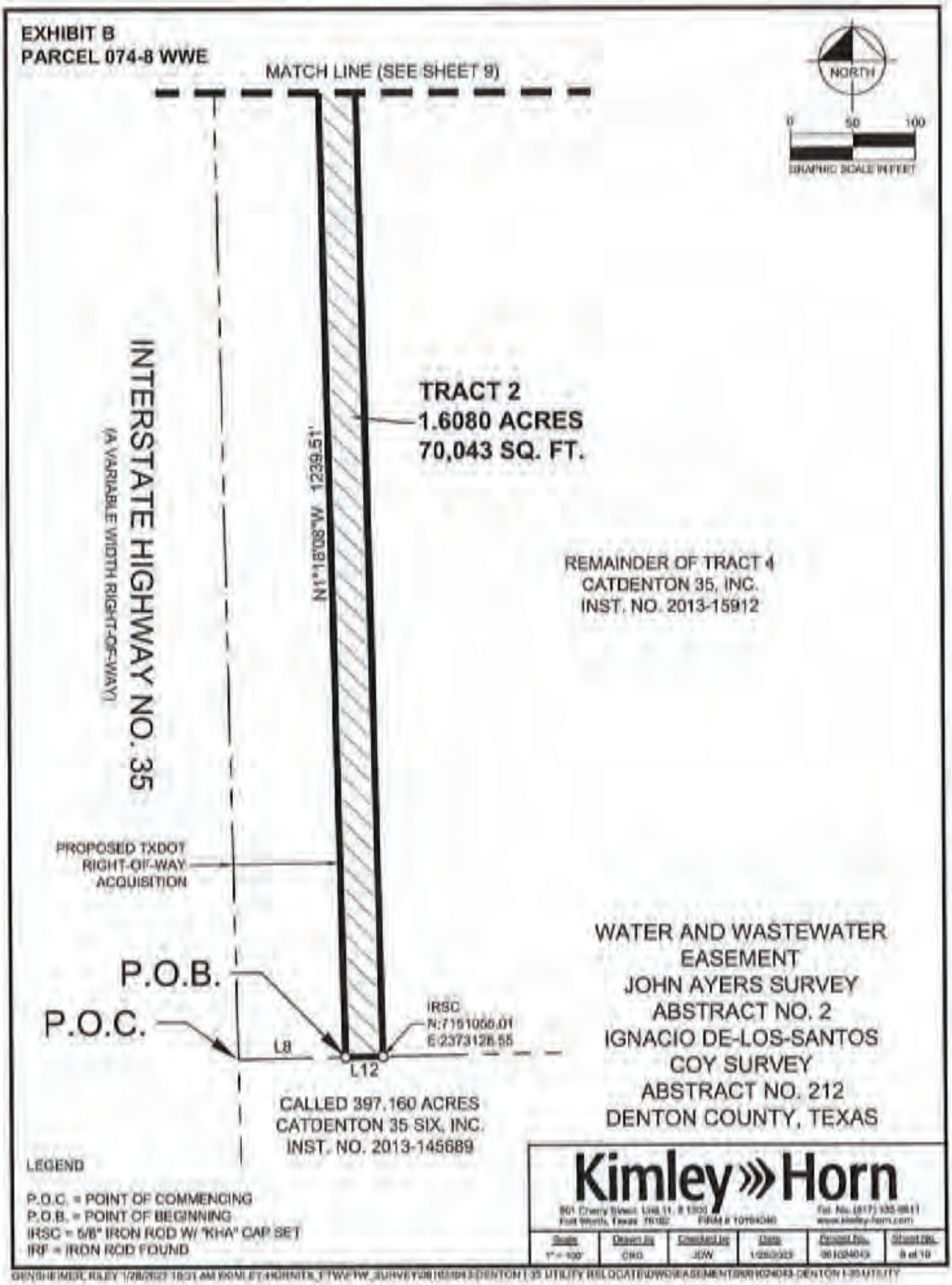
Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194640
tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRS	JDW	10/20/2022	069024043	7 of 10

DENGHEIMER, RB BY 10/20/2022 10:31 AM \\KIMLEY-HORN\NT\X_FTWFTW_SURVEY\069024043-DENTON I-35 UTILITY RE LOCATE\DWG\EASEMENTS\069024043-DENTON I-35 UTILITY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-8 WWE

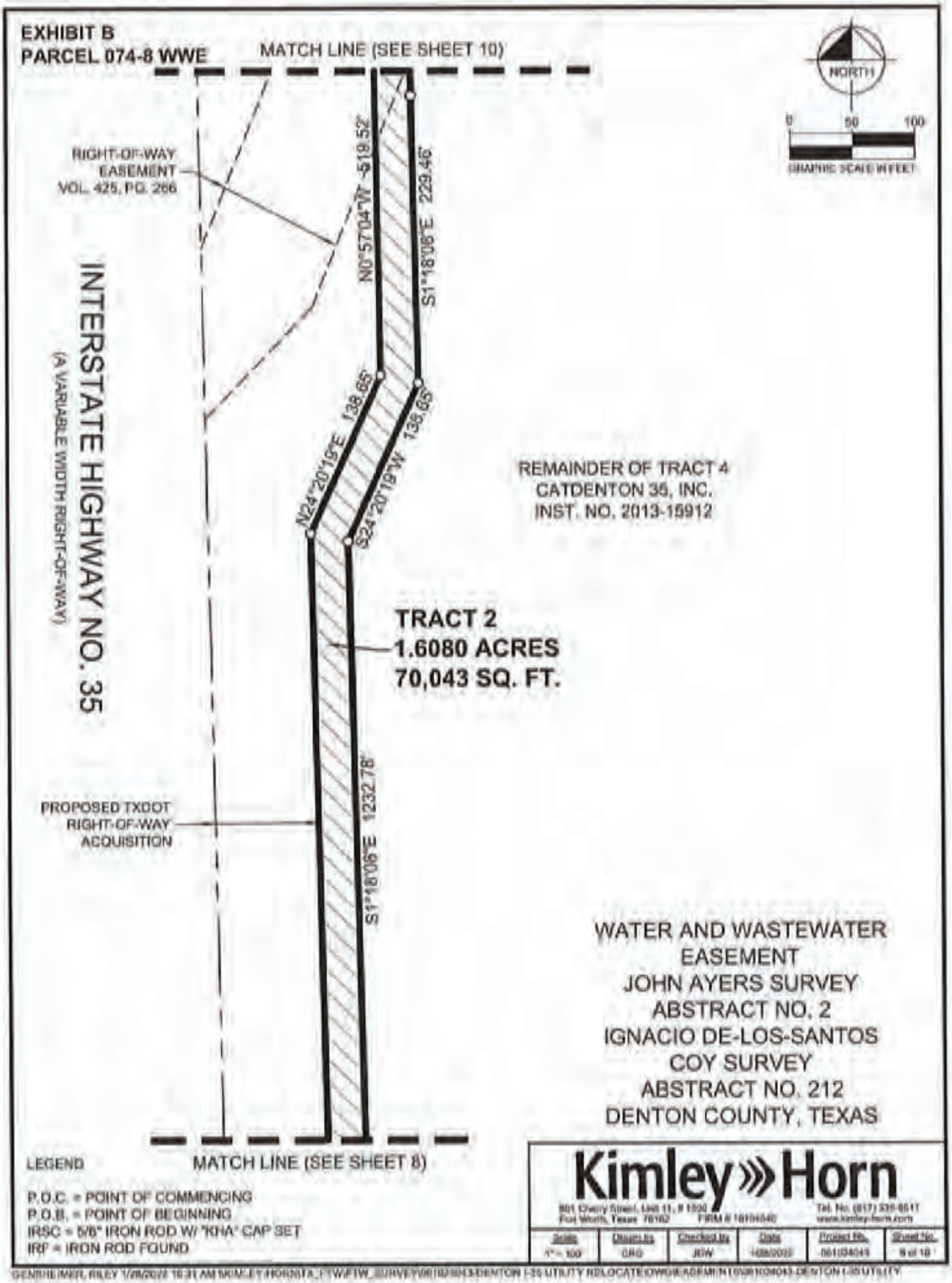


Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6811
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	1/26/2023	063024043	8 of 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-8 WWE



WATER AND WASTEWATER EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

LEGEND

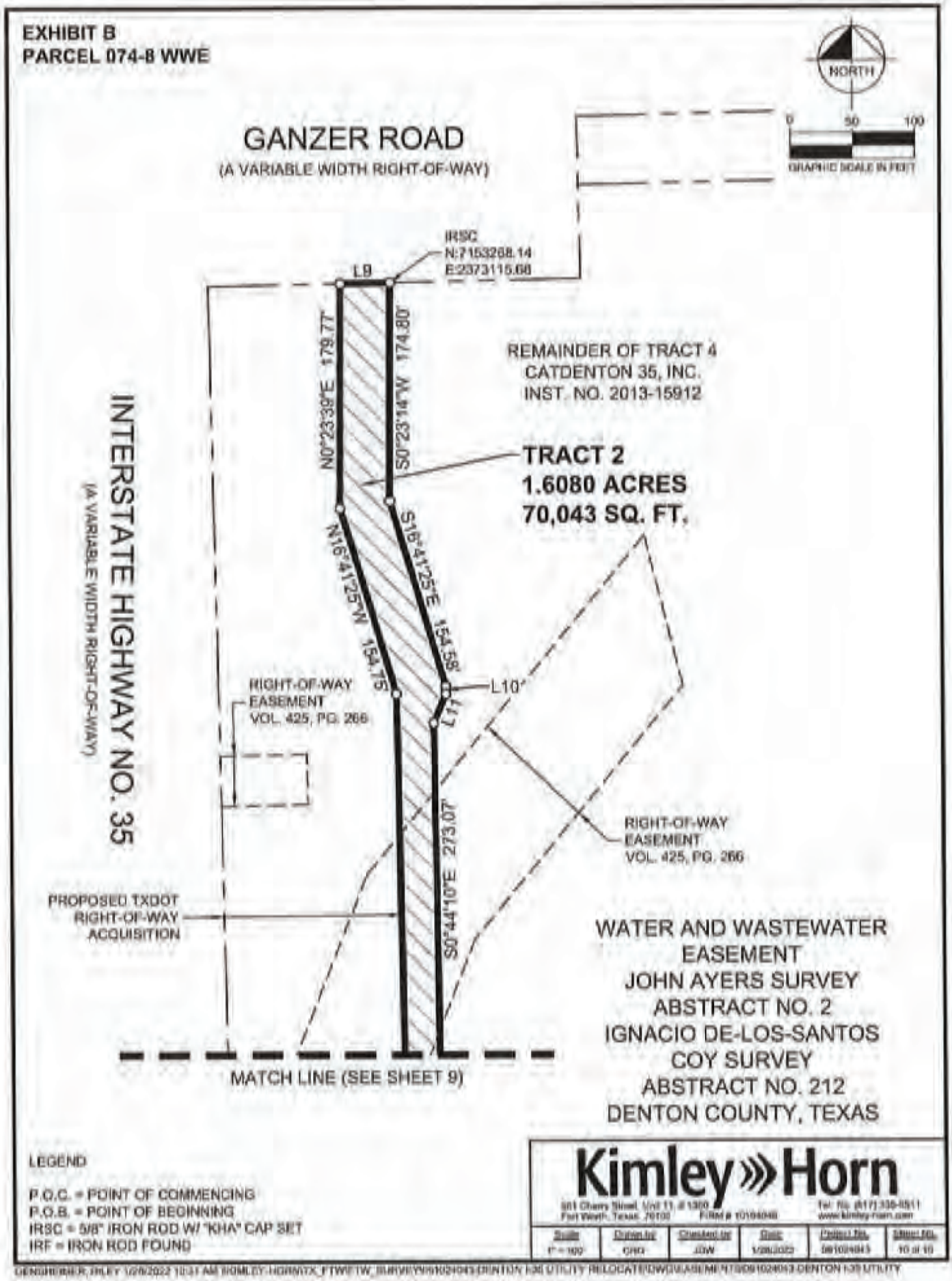
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRF = IRON ROD FOUND

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JBW	1/28/2022	061034045	9 of 10

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-8 WWE



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
IGNACIO DE-LOS-SANTOS
COY SURVEY
ABSTRACT NO. 212
DENTON COUNTY, TEXAS

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRF = IRON ROD FOUND

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRO	JDW	1/26/2022	069024043	10 of 16

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

U00017637

TxDOT Highway Project Number: 0195-02-074 TxDOT Parcel 11

RCSJ 0195-02-079
From: US77/Barthold Dr.
To: Milam Rd

Utility Longitudinal Stations:
Sta 2331+22 RT to Sta 2352+43 RT

Existing Easement

Instrument Number
DOC# 1997-059180

BEING 0.9867 & 0.1028 ACRES IN
THE JOHN AYERS SURVEY A-2, BEING PART OF A
58.823 & 80.379 ACRE TRACT
NDMAC, LTD.
CITY OF DENTON, DENTON COUNTY, TEXAS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EASEMENT

059180

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

That Emma Jo Harris, Greg Harris, and Joan Harris Regan of Denton County, Texas in consideration of the sum one dollar ($1.00) and no cents and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt of which is hereby acknowledged, do by these presents grant, bargain , sell and convey unto the City of Denton the free and uninterrupted use, liberty and privilege of passage in, along, upon and across the following described property, owned by them, situated in Denton County, Texas in the J. Ayers Survey, Abstract No. 2.

SEE ATTACHED "EXHIBIT A" FOR DESCRIPTION
OF PERMANENT WATER LINE EASEMENT
AND "EXHIBIT C" FOR ILLUSTRATION

And it is further agreed that the said City of Denton, Texas in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may be now be found upon said property.

For the purpose of constructing, reconstructing, installing, repairing, and perpetually maintaining a WATER LINE and appurtenances in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to said WATER LINE facilities or any part thereof.

In addition to the permanent water line easement the City of Denton is hereby granted a temporary construction easement for the initial construction of said WATER LINE described as follows:

SEE ATTACHED "EXHIBIT B" FOR DESCRIPTION
OF TEMPORARY CONSTRUCTION EASEMENT
AND "EXHIBIT C" FOR ILLUSTRATION

UPON conclusion of said WATER LINE installation the temporary construction easement shall terminate.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

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

Witness our hands, this the 21st day of August, A.D. 1997.

Emma Jo Harris

Emma Jo Harris

Greg Harris

Greg Harris

Joan Harris Regan

Joan Harris Regan

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Denton §
This instrument was acknowledged before me on August 21, 1997 by Emma Jo Harris.

ROGER N. WILKINSON
Notary Public, State of Texas
My Commission Expires 04-30-1998

Roger N. Wilkinson
Notary Public, in and for the State of Tx
My Commission Expires 4-30-98

ACKNOWLEDGMENT

THE STATE OF TX §
COUNTY OF Denton §
This instrument was acknowledged before me on August 19, 1997 by Greg Harris.

Notary Public
State of Texas
Commission Expires 5-9-98

Tammy Naylor
Notary Public, in and for the State of TX
My Commission Expires 5-9-98

ACKNOWLEDGMENT

THE STATE OF AZ §
COUNTY OF Maricopa §
This instrument was acknowledged before me on August 13, 1997 by Joan Harris Regan.

"OFFICIAL SEAL"
Paula T. Valverde
Notary Public-Arizona
Maricopa County
My Commission Expires 3/23/99

Paula T. Valverde
Notary Public, in and for the State of AZ
My Commission Expires 3-23-99

Accepted this 21st day of August 1997 for the City of Denton, Texas (Resolution No. 91-073).

BY: Roger N. Wilkinson
Roger N. Wilkinson
Right-of-Way Agent

AR#00912
7-22-97

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 182
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "A"
PERMANENT WATER LINE EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 119.2046 acre tract of land conveyed to Emma Jo Harris, Greg Harris, and Joan Harris Reagan (Harris tract) by deed as recorded in Volume 3312, Page 588 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the southwest property corner of the said Harris tract, said point also being the northwest property corner of a tract of land conveyed to Rancho Vista Development Co. by deed recorded in Volume 2695, Page 465 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 00 degrees 08 minutes 52 seconds East along the westerly property line of the said Harris tract and along the said right-of-way line 2124.89 feet to a point at the northwest property corner of the said Harris tract, said point also being at the southwest property corner of tract of land conveyed to the Musket Corporation by deed as recorded in Volume 1630, Page 42 of the D.R.D.C.T.;

THENCE, South 89 degrees 54 minutes 24 seconds East, along the northerly property line of the said Harris tract and along southerly property line of said Musket tract 20.00 feet to a point;

THENCE, South 00 degrees 08 minutes 52 seconds West, 2124.64 feet to a point on the southerly property line of the said Harris tract and on the northerly property line of said Rancho Vista tract;

THENCE, South 89 degrees 22 minutes 54 seconds West along the said property lines 20.00 feet to the POINT OF BEGINNING.

The proposed Permanent Water Line Easement being herein described contains 0.9756 acres (42,495 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183
Date of Survey 8-12-96



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 162
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 119.2046 acre tract of land conveyed to Emma Jo Harris, Greg Harris, and Joan Harris Reagan (Harris tract) by deed as recorded in Volume 3312, Page 588 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at a point on the southerly property line of the said Harris tract, said point being North 89 degrees 22 minutes 54 seconds East 20.00 feet from the southwest property corner of the said Harris tract;

THENCE, North 00 degrees 08 minutes 52 seconds East 2124.64 feet to a point on the northerly property line of the said Harris tract;

THENCE, South 89 degrees 54 minutes 24 seconds East, along the northerly property line of the said Harris tract 20.00 feet to a point;

THENCE, South 00 degrees 08 minutes 52 seconds West, 2124.37 feet to a point on the southerly property line of the said Harris tract;

THENCE, South 89 degrees 22 minutes 54 seconds West along the southerly property line of the said Harris tract 20.00 feet to the POINT OF BEGINNING.

The proposed Temporary Construction Easement being herein described contains 0.9764 acres (42,490 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner

Registered Professional Land Surveyor,
Texas No. 4183 Date of Survey 8-12-96



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SURVEY: JOHN AYERS SURVEY, A-2
LOCATION: DENTON COUNTY, TEXAS
WHOLE PROPERTY AREA: 119.2046 AC.
PERMANENT WATER LINE ESMT.: 0.9756 AC.
TEMPORARY CONSTRUCTION ESMT.: 0.9754 AC.

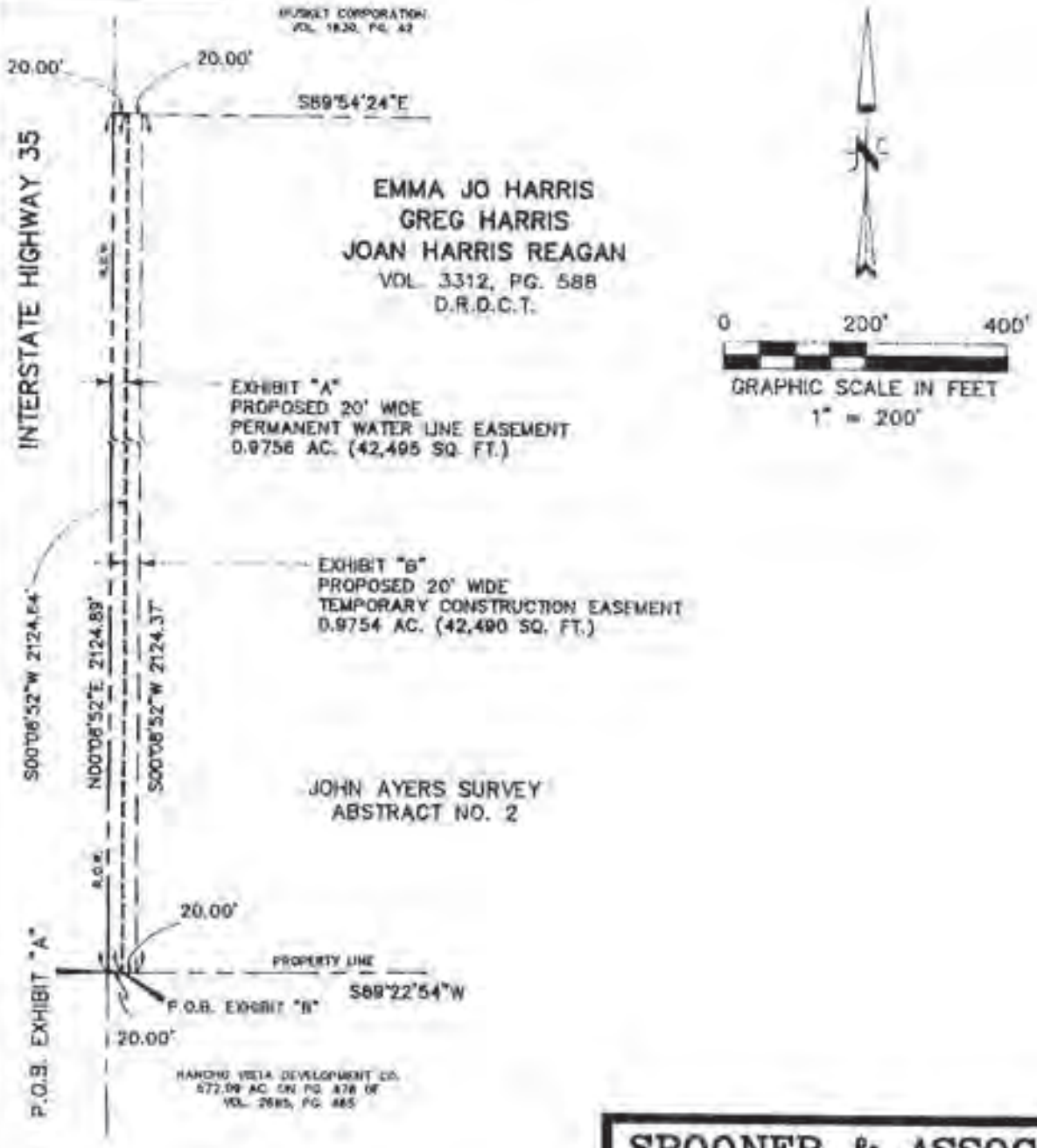
PARCEL 182 FOR ALAN PLUMMER

SANGER WATER LINE
DENTON TO SANGER, TEXAS

UPPER TRINITY
REGIONAL WATER DISTRICT

DRAWING OF EXHIBITS "A" & "B"

EXHIBIT "C"





SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS

352 HURST BLVD.
HURST, TX 76053
(817) 282-6961

JOB NO.: 491-1-96
DATE: 8-12-96
COGO FILE: 491--SANG
ACAD FILE: 491-182
DRAWN BY: L.W.G.
COMPUTED BY: S.G.S.
CHECKED BY: S.G.S.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Return To:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY CLERK

On Aug 27 1997
At 8:35am

Doc/Num : 97-R0059180
Doc/Type : EAS
Recording: 12.00
Doc/Mgmt : 6.00
Receipt #: 27751
Deputy - BRANDIE

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-11 WWE

LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT

BEING a 42,982 square foot (0.9867 acre) tract of land (Tract 1) and a 4,478 square foot (0.1028 acre) tract of land (Tract 2) situated in the John Ayers Survey, Abstract No. 2, Denton County, Texas, and being part of a called 58.823 acre tract of land described in the Special Warranty Deed to NDMAC, Ltd., recorded in Instrument No. 2008-87393, Official Public Records, Denton County, Texas, and being part of a called 60.379 acre tract of land, described in the Special Warranty Deed to NDMAC, Ltd., recorded in Instrument No. 2006-30852, said Official Public Records, and being more particularly described as follows:

TRACT 1

COMMENCING at the westernmost northwest corner of the said called 58.823 acre tract, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), from which a 5/8-inch iron rod found bears South 89°31'58" East, a distance of 1.04 feet;

THENCE South 89°31'58" East, along the westernmost north line of the said called 58.823 acre tract, a distance of 291.97 feet to a 5/8-inch iron rod with "TXDOT" cap found, being the **POINT OF BEGINNING**;

THENCE South 89°31'58" East, continuing along the said north line, a distance of 27.71 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°04'02", a radius of 1217.00 feet, a chord bearing and distance of South 25°15'35" West, 43.91 feet;

THENCE in a southwesterly direction, departing the said north line, and along said curve to the left, an arc distance of 43.91 feet to a point for corner;
THENCE South 0°50'14" West, a distance of 705.95 feet to a point for corner;
THENCE South 10°05'30" West, a distance of 404.18 feet to a point for corner;
THENCE South 0°50'14" West, a distance of 421.41 feet to a point for corner;
THENCE South 10°26'32" East, a distance of 203.77 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 0°30'50", a radius of 14360.02 feet, a chord bearing and distance of South 1°21'04" West, 128.78 feet;
THENCE in a southwesterly direction, with said curve to the right, an arc distance of 128.78 feet to a point for corner;

THENCE South 10°35'23" West, a distance of 232.62 feet to a point for corner, being in the south line of the said called 60.379 acre tract;

THENCE South 89°52'35" West, along the said south line, a distance of 20.35 feet to a point for corner, from which a 3/8-inch iron rod found for the southwest corner of the said called 60.379 acre tract, and being in the said east right-of-way line of Interstate Highway No. 35 bears South 89°52'35" West, a distance of 203.11 feet;

CONTINUED ON SHEET 2

2/15/22
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, S 1300, Fort Worth, Texas 76102 FIRM # 10194096 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRD	JDW	1/27/2022	061024043	1 OF 2

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-11 WWE

LEGAL DESCRIPTION (CONTINUED)
WATER AND WASTEWATER EASEMENT

THENCE North 10°35'23" East, departing the said south line, a distance of 234.83 feet to a point for corner;

THENCE North 1°21'07" East, a distance of 125.01 feet to a point for corner;
THENCE North 10°26'32" West, a distance of 203.72 feet to a point for corner;
THENCE North 0°50'14" East, a distance of 425.01 feet to a point for corner;
THENCE North 10°05'30" East, a distance of 404.18 feet to a point for corner;
THENCE North 0°50'14" East, a distance of 721.01 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 1°10'13", a radius of 1242.00 feet, a chord bearing and distance of North 25°09'05" East, 25.37 feet;

THENCE in a northeasterly direction with said curve to the right, an arc distance of 25.37 feet to the **POINT OF BEGINNING** and containing 42,982 square feet or 0.9867 acres of land, more or less.

TRACT 2

BEGINNING at the northernmost northwest corner of the said called 58.823 acre tract, and being in the south right-of-way line of F.M. Road 3163 (Milam Road) (a variable width right-of-way);

THENCE North 89°45'14" East, along the said south right-of-way line, a distance of 35.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 0°37'40" West, departing the said south right-of-way line, a distance of 127.99 feet to a point for corner;

THENCE South 89°57'36" West, a distance of 35.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the northernmost west line of the said called 58.823 acre tract;

THENCE North 0°37'40" East, along the said northernmost west line, a distance of 127.87 feet to the **POINT OF BEGINNING** and containing 4,478 square feet or 0.1028 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

2/15/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



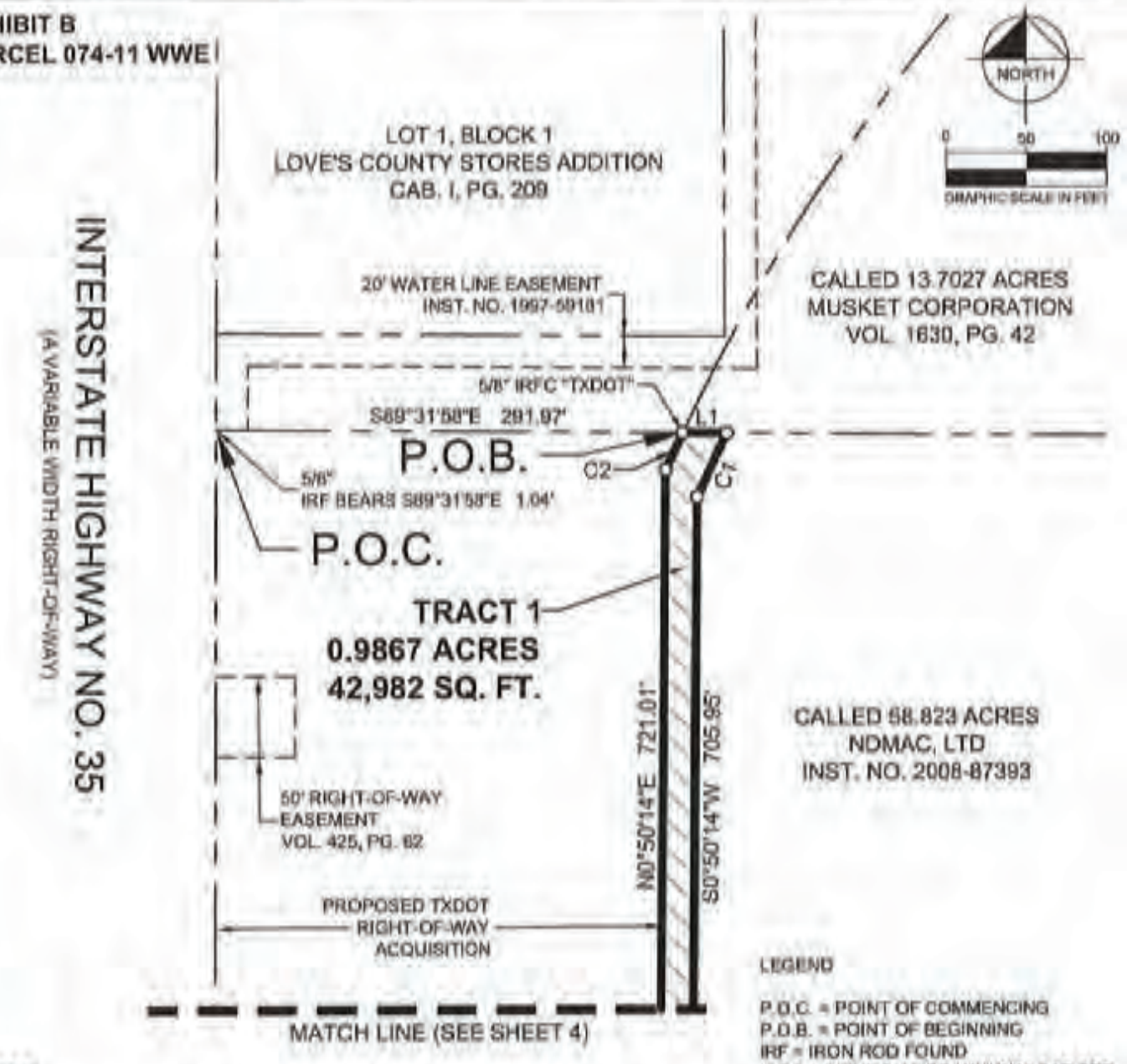
WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194800
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DRD	ADW	1/27/2022	061924043	2 OF 2

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-11 WWE



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

2/15/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

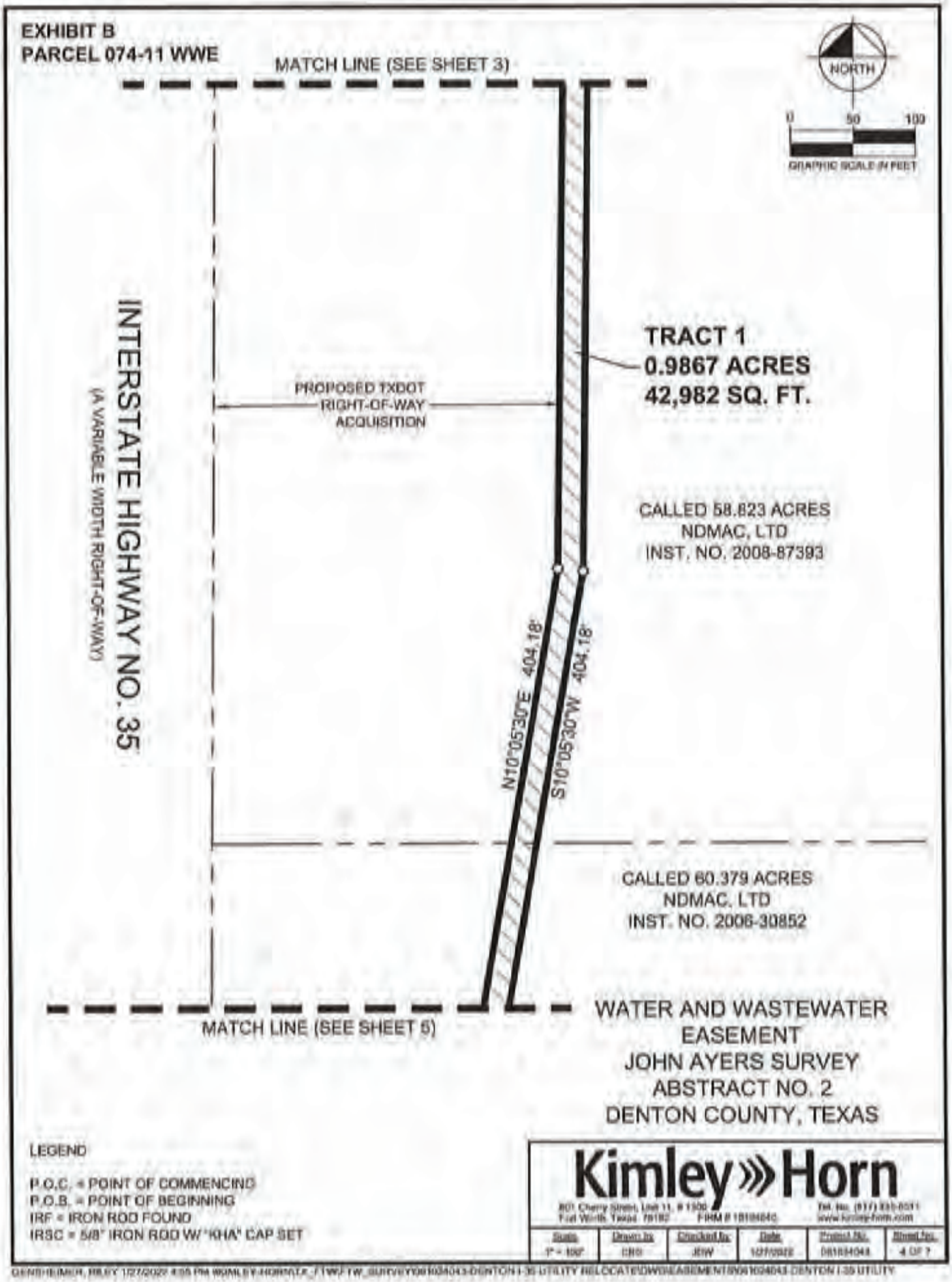
STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

WATER AND WASTEWATER EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	1/27/2022	091094043	3 OF 7

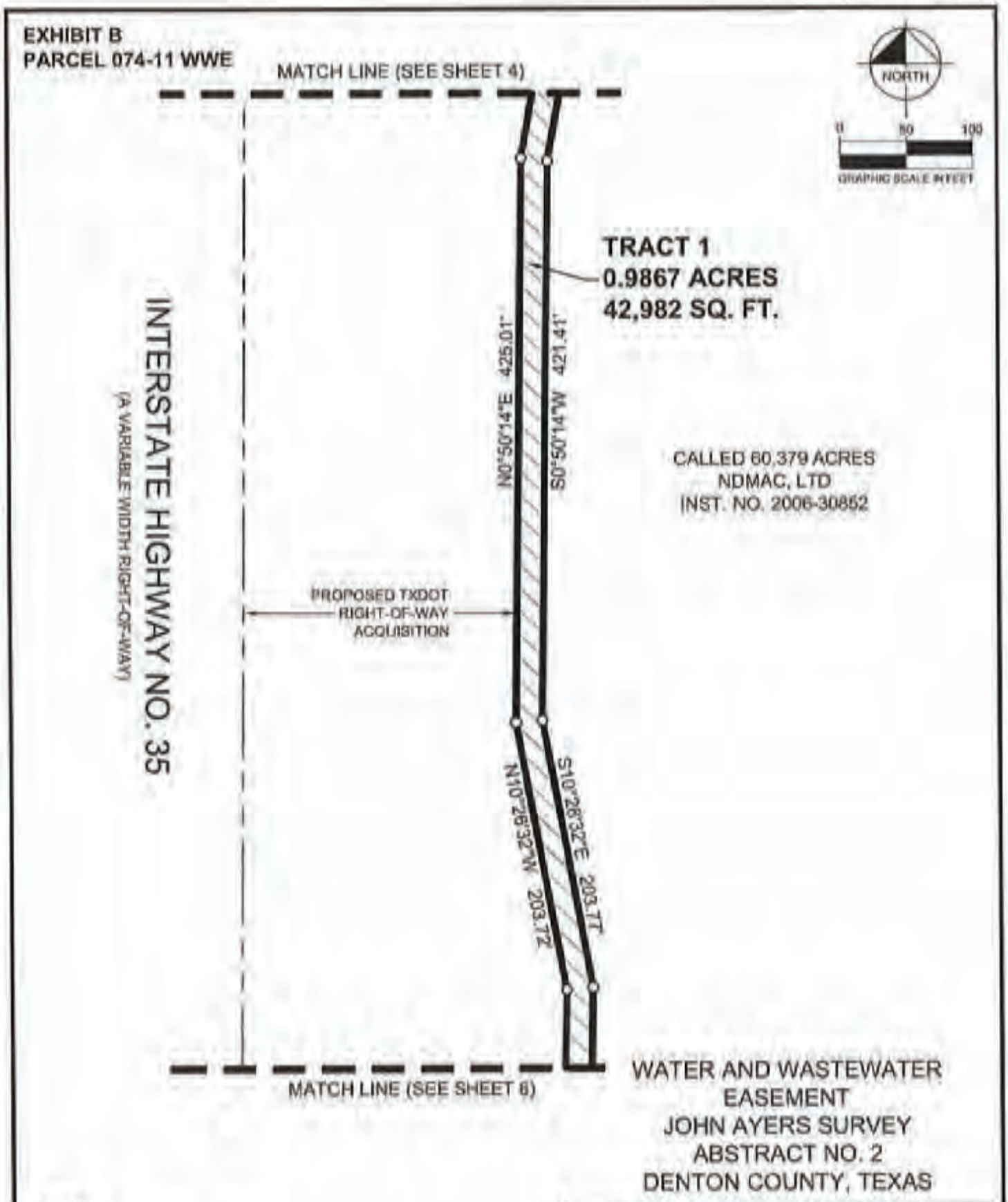
DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



GENSHEIMER, RILEY 12/7/2022 4:55 PM W:\MILES-HORNTEX_FTW\FTW_SURVEY\069634043-DENTON I-35 UTILITY RELOCATE\DWG\EASEMENTS\069634043-DENTON I-35 UTILITY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-11 WWE



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

LEGEND

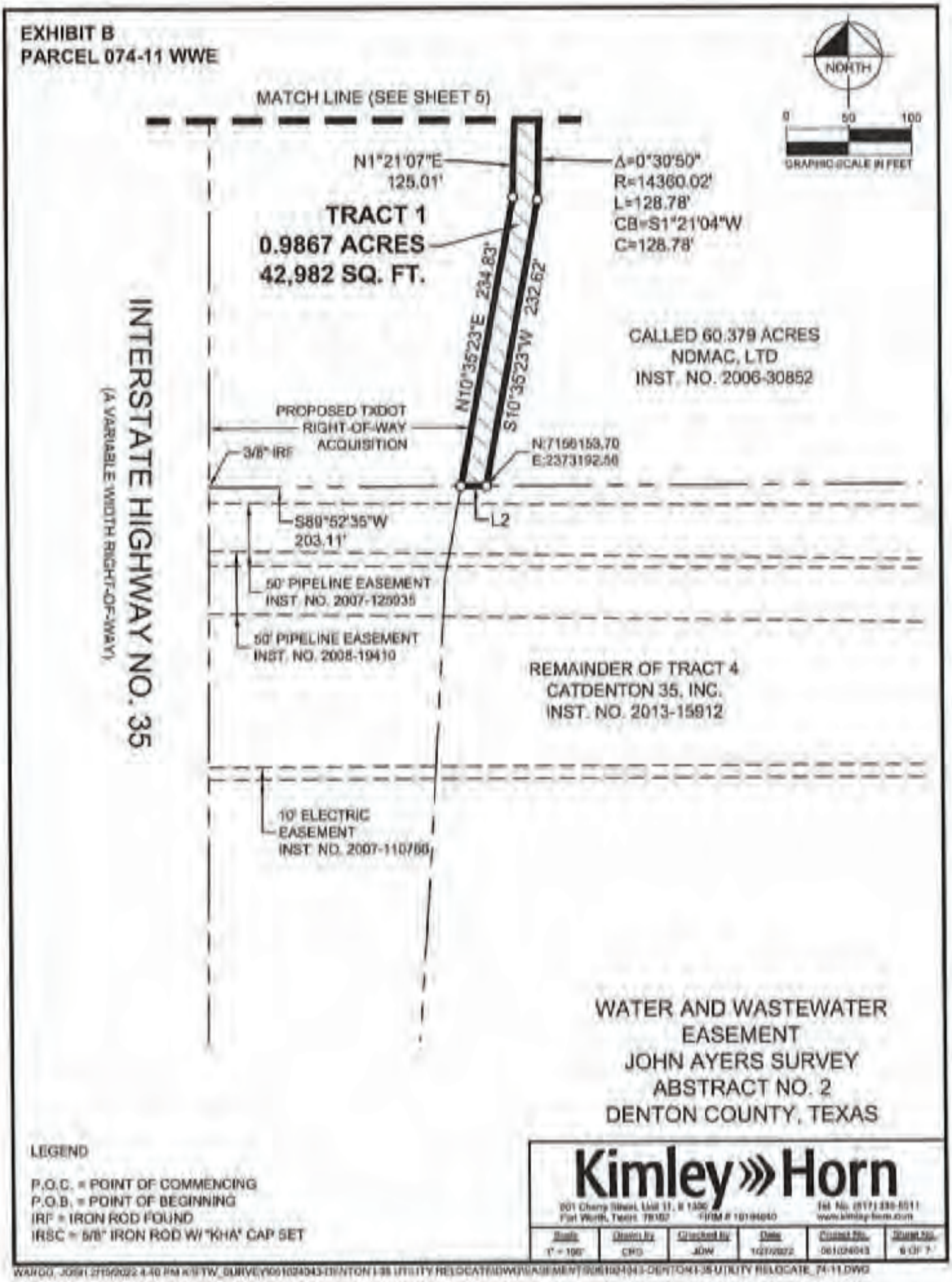
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10193845
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JEW	1/21/2022	061024043	5 OF 7

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-11 WWE



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

LEGEND

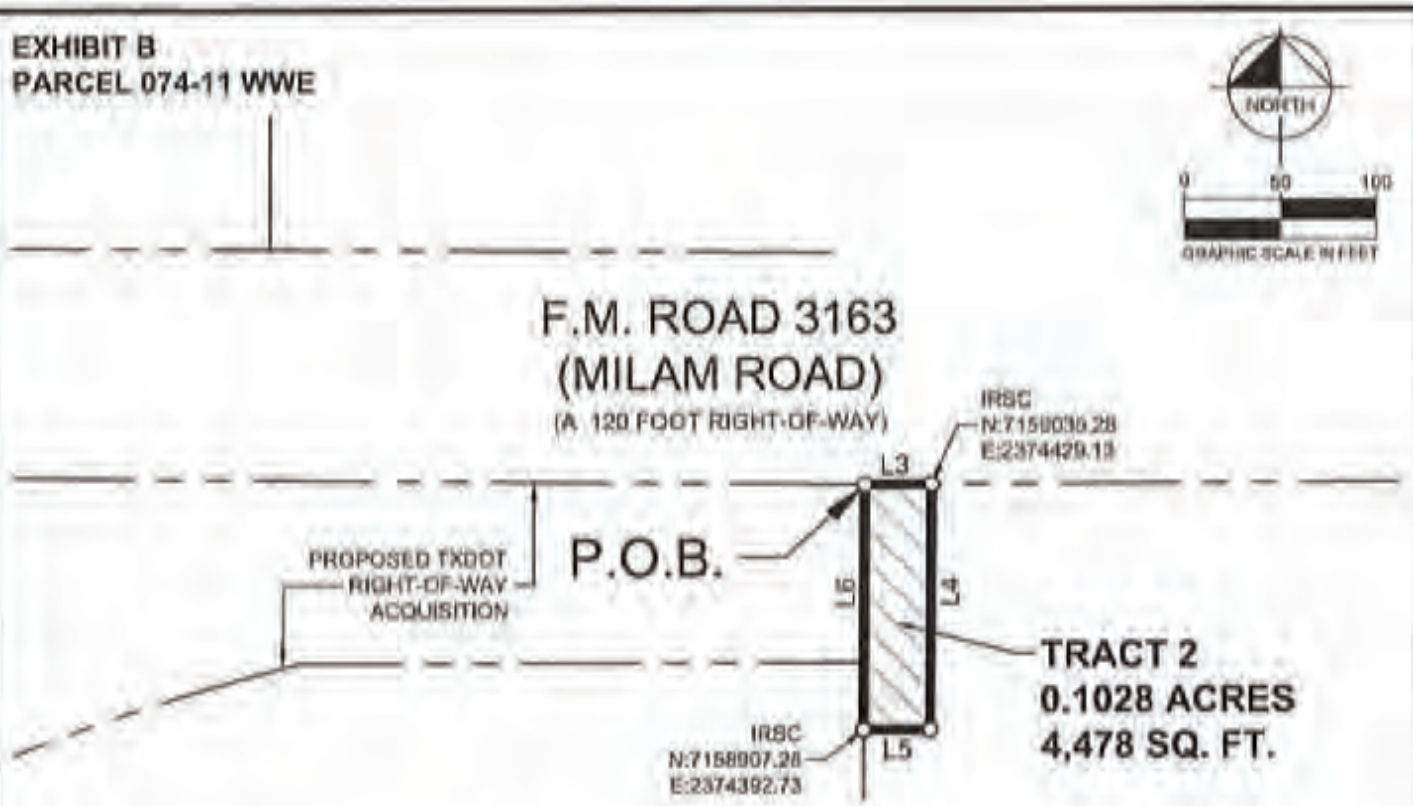
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194640
Tel No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CRG	JDW	10/7/2022	061024043	6 OF 7

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-11 WWE



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°31'58"E	27.71'
L2	S89°52'35"W	20.35'
L3	N89°45'14"E	35.00'
L4	S00°37'40"W	127.99'
L5	S89°57'36"W	35.00'
L6	N00°37'40"E	127.87'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°04'02"	1217.00'	43.91'	S25°15'35"W	43.91'
C2	1°10'13"	1242.00'	25.37'	N25°09'05"E	25.37'

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

WATER AND WASTEWATER EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10193840
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DRG	JDW	1/21/2022	061024043	1 OF 1

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

U00017637

TxDOT Highway Project Number: 0195-02-074
TxDOT Parcel 14

RCSJ 0195-02-079
From: US77/Barthold Dr.
To: Milam Rd

Utility Longitudinal Stations:
Sta 2352+43 RT to Sta 2360+11 RT

Existing Easement

Instrument Number
1988-57574, 1997-59181, & 1999-113602

BEING 0.4436 ACRES IN
THE JOHN AYERS SURVEY A-2,
BEING PART OF A 13.7027 ACRE TRACT
MUSKET CORPORATION #217
CITY OF DENTON, DENTON COUNTY, TEXAS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

REAL PROPERTY RECORDS

SANITARY CONTROL EASEMENT

057574

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

WHEREAS, MARKET CORPORATION is now the owner of all that certain 13.7027 acre tract of land situated in Denton County, Texas, fully described by warranty deed recorded in Volume 1530, Page 42 Real Property Records, Denton County, Texas, and intends to drill a water well upon said property in order to ultimately serve water to customers of the Love's Country Store #217 located on the property, and

WHEREAS, the proposed well location is South 00 degrees 02 minutes 01 seconds East 150.00 feet and North 89 55 minutes 17 seconds West 150.00 feet from the northeast corner of said 13.7027 acre tract, and in order to comply with governmental laws it is necessary for restrictions to be placed upon all of that area within a 150-foot radius of said proposed well location, and Market Corporation is the sole owner of the property within said 150-foot radius of proposed well location and have agreed to place the herein described Sanitary Control Easement restrictions upon all of such area within the 150-foot radius of the proposed water well location situated South 00 degrees 02 minutes 01 seconds East 150.00 feet and North 89 degrees 55 minutes 17 seconds West 150.00 feet from the northeast corner of said 13.7027 acre tract;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration to us cash in hand paid, the receipt of which is hereby acknowledged, MARKET CORPORATION of Oklahoma City, Oklahoma, hereby impose upon all the property within a 150-foot radius of the proposed well location situated South 00 degrees 02 minutes 01 seconds East 150.00 feet and North 89 degrees 55 minutes 17 seconds West 150.00 feet from the northeast corner of said 13.7027 acre tract, the following restrictions, and that such restrictions are a covenant running with the land and shall be binding upon all persons and other legal entities. Such Sanitary Control Easement restrictions are as follows:

1. There is prohibited the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an unsanitary condition within, upon or across the said property.

2. This Sanitation Control permits the construction of homes or buildings upon the area, provided, however, that all stock pens, feed Lots, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an unsanitary condition within, upon or across the area are specifically prohibited.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

3. Normal farming and ranching operations are permitted except that all livestock shall not be allowed within fifty (50) feet of the proposed well.

The above restrictions are binding upon all persons, corporations, and/or other legal entities and may be enforced by injunctive relief or by any other method available in a court of competent jurisdiction, and enforcement of such restrictions does not in any way alleviate the violator of such restrictions from damages, if any, because of the violation of the same.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of two (2) years from date these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source of water for said 13.7027 acre tract ceases.

IN WITNESS WHEREF, the said owners have executed this instrument on this 2nd day of December, 1988.

MARKET CORPORATION

By: Paula Manning

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the 2nd day of December 1988 by Paula Manning of MARKET CORPORATION, a corporation, on behalf of said

Linda G McDonald
Notary Public, State of Oklahoma
Linda G McDonald
Notary's printed name
My Commission Expires: 10-29-90

Return To: Metroplex Engineering
1123 Fort Worth Drive
Denton, TX 76205

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

VOL 2495 PAGE 891

057574

FILED FOR RECORD

88 DEC -5 PM 3:45

MARILYN ROBINSON
DENTON CO. TEX

FILED FOR RECORD 5th DAY OF December A.D.19 88 at 3:45 P.M.

DULY RECORDED 5th DAY OF December A.D.19 88.

MARILYN ROBINSON, COUNTY CLERK
DENTON COUNTY, TEXAS

BY: Debra Trapp DEPUTY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EASEMENT

059181

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

That Musket Corporation of Denton County, Texas in consideration of the sum one dollar ($1.00) and no cents and other good and valuable consideration in hand paid by the City of Denton, Texas, receipt of which is hereby acknowledged, do by these presents grant, bargain , sell and convey unto the City of Denton the free and uninterrupted use, liberty and privilege of passage in, along, upon and across the following described property, owned by it, situated in Denton County, Texas in the J. Ayers Survey, Abstract No. 2.

SEE ATTACHED "EXHIBIT A" FOR DESCRIPTION
OF PERMANENT WATER LINE EASEMENT
AND "EXHIBIT C" FOR ILLUSTRATION

And it is further agreed that the said City of Denton, Texas in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may be now be found upon said property.

For the purpose of constructing, reconstructing, installing, repairing, and perpetually maintaining a WATER LINE and appurtenances in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to said WATER LINE facilities or any part thereof.

In addition to the permanent water line easement the City of Denton is hereby granted a temporary construction easement for the initial construction of said WATER LINE described as follows:

SEE ATTACHED "EXHIBIT B" FOR DESCRIPTION
OF TEMPORARY CONSTRUCTION EASEMENT
AND "EXHIBIT C" FOR ILLUSTRATION

UPON conclusion of said WATER LINE installation the temporary construction easement shall terminate.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

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

Witness my hand, this the 30th day of JUNE, A.D. 1997.

MUSKET CORPORATION

BY: Greg Love

TITLE: DIRECTOR

ACKNOWLEDGMENT

THE STATE OF Okla §

COUNTY OF Okla §

This instrument was acknowledged before me on June 30, 1997 by Greg Love.

OFFICIAL SEAL
KRISTA BAKER
NOTARY PUBLIC
OKLAHOMA COUNTY
MY COMMISSION EXP. 2-29-2000

J. Baker
Notary Public, in and for the State of Okla
My Commission Expires 2-29-2000

Accepted this 17th day of July 1997 for the City of Denton, Texas (Resolution No. 91-073).

BY: Roger M. Wilkinson
Roger M. Wilkinson
Right-of-Way Agent

4-11-97

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 183
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "A"
PERMANENT WATER LINE EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 8.5763 acre tract of land conveyed to the Musket Corporation (Musket tract) by deed as recorded in Volume 1630, Page 42 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Permanent Water Line Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING at the southwest property corner of the said Musket tract, said point also being the northwest property corner of a tract of land conveyed to Emma Jo Harris, Greg Harris, Joann Harris Reagan by deed recorded in Volume 3312, Page 585 of the D.R.D.C.T., said point also being on the existing easterly right-of-way line of Interstate Highway No. 35;

THENCE, North 00 degrees 08 minutes 52 seconds East along the westerly property line of the said Musket tract and along the said right-of-way line 60.00 feet to a point at the southwest property corner of Lot 1, Block 1 of Love's County Store Addition according to the plat as recorded in Cab. 1, Pg. 209 of the Plat Records of Denton County Texas, (P.R.D.C.T.);

THENCE, South 89 degrees 54 minutes 24 seconds East, along the northerly property line of said Musket tract and along the southerly property line of the said Lot 1, 316.23 feet to a point at the southeast property corner of said lot 1;

THENCE, North 00 degrees 07 minutes 32 seconds West, along the easterly property line of said Lot1, and along the westerly property line of the said Musket tract, 442.22 feet to a point;

THENCE, South 89 degrees 49 minutes 26 seconds East, along a southerly property line of the said Lot 1, and along a northerly property line of said Musket tract, 155.00 feet to a point;

THENCE, North 00 degrees 10 minutes 34 seconds East, along the westerly property line of said Musket tract and along an easterly property line of the said Lot 1, 265.00 feet to a point on the northerly property line of the said Musket tract and on the southerly right-of-way line of Milam Road;

THENCE, South 89 degrees 48 minutes 08 seconds East along the said property line and along the said southerly right-of-way line, 20.00 feet to a point;

THENCE, South 00 degrees 10 minutes 34 seconds West 284.99 feet to a point;

THENCE, North 89 degrees 49 minutes 26 seconds West 154.89 feet to a point;

THENCE, South 00 degrees 07 minutes 32 seconds East 442.69 feet to a point;

THENCE, North 89 degrees 54 minutes 24 seconds West 316.33 feet to a point;

THENCE, South 00 degrees 08 minutes 26 seconds West 40.00 feet to a point being on the southerly property line of said Musket tract and on the northerly property line of said Harris tract;

THENCE, North 89 degrees 54 minutes 24 seconds West along the said property line, 20.00 feet to the POINT OF BEGINNING;

The proposed Permanent Water Line Easement being herein described contains 0.5668 acres (24,779 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner

Shaun Spooner
Registered Professional Land Surveyor,
Texas No. 4183 Date of Survey 8-14-96



DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

FOR ALAN PLUMMER, PARCEL NO. 183
UPPER TRINITY REGIONAL WATER
DISTRICT, SANGER WATER LINE
DENTON TO SANGER, TEXAS

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
J. AYERS SURVEY, A-2
DENTON COUNTY, TEXAS

SITUATED in Denton County, Texas and being a strip of land out of the J. Ayers Survey, Abstract No. 2, said strip being out of a 6.5763 acre tract of land conveyed to the Musket Corporation (Musket tract) by deed as recorded in Volume 1630, Page 42 of the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being herein described as a proposed 20 foot wide Temporary Construction Easement and being herein more particularly described by metes and bounds as follows:

BEGINNING on the southerly property line of the said Musket tract, and being on the northerly property line of a tract of land conveyed to Emma Jo Harris, Greg Harris, Joann Harris Reagen by deed recorded in Volume 3312, Page 588 of the D.R.D.C.T.;

THENCE, North 00 degrees 08 minutes 26 seconds East 40.00 feet to a point;

THENCE, South 89 degrees 54 minutes 24 seconds East 316.33 feet to a point;

THENCE, North 00 degrees 07 minutes 32 seconds West 442.69 feet to a point;

THENCE, South 89 degrees 49 minutes 26 seconds East 154.89 feet to a point;

THENCE, North 00 degrees 10 minutes 34 seconds East 264.99 feet to a point on the southerly right-of-way line of Milam Road, and on the northerly property line of said Musket tract;

THENCE, South 89 degrees 48 minutes 08 seconds East along the said northerly property line and along the said southerly right-of-way line, 20.00 feet to a point;

THENCE, South 00 degrees 10 minutes 34 seconds West 304.86 feet to a point;

THENCE, North 89 degrees 49 minutes 26 seconds West 154.79 feet to a point;

THENCE, South 00 degrees 07 minutes 32 seconds East 442.66 feet to a point;

THENCE, North 89 degrees 54 minutes 24 seconds West 316.42 feet to a point;

THENCE, South 00 degrees 08 minutes 26 seconds West 20.00 feet to a point being on the southerly property line of said Musket tract and on the northerly property line of the said Harris tract;

THENCE, North 89 degrees 54 minutes 24 seconds West, along the said property lines 20.00 feet to the POINT OF BEGINNING;

The proposed Permanent Water Line Easement being herein described contains 0.5688 acres (24,778 square feet) of land, more or less.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Spooner and Associates, Inc.

By: Shaun Spooner
Shaun Spooner
Registered Professional Land Surveyor,
Texas No. 4183 Date of Survey 8-14-96

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
LAND SURVEYOR

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

SURVEY: JOHN AYERS SURVEY, A-2
LOCATION: DENTON COUNTY, TEXAS

WHOLE PROPERTY AREA:	8.5763 AC.
PERMANENT WATER LINE ESMT.:	0.5688 AC.
TEMPORARY CONSTRUCTION ESMT.:	0.5688 AC.

DRAWING OF EXHIBITS "A" & "B"

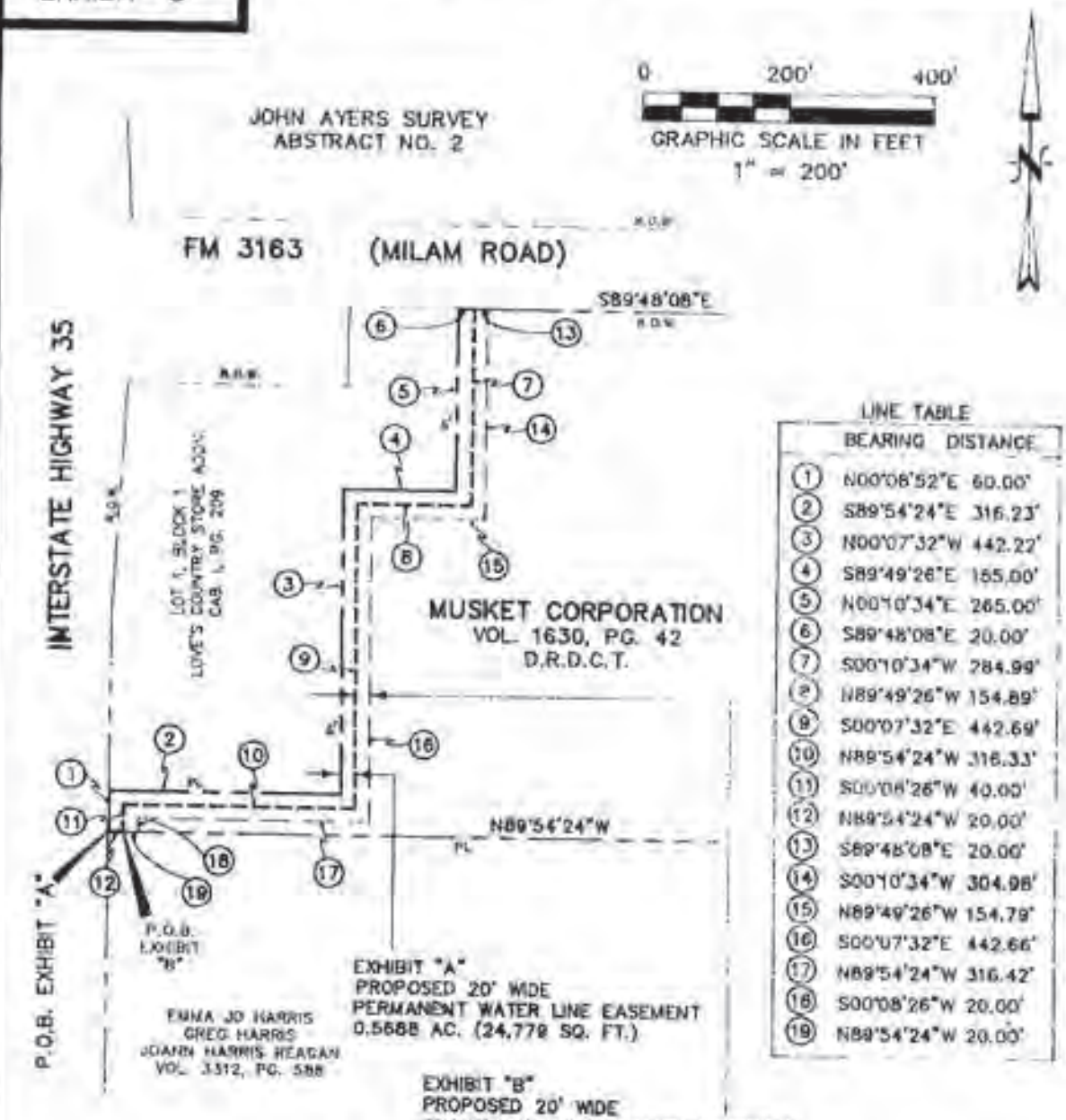
PARCEL 183 FOR ALAN PLUMMER

SANGER WATER LINE

DENTON TO SANGER, TEXAS

UPPER TRINITY
REGIONAL WATER DISTRICT

EXHIBIT "C"



LINE TABLE

	BEARING	DISTANCE
1	N00°08'52"E	60.00'
2	S89°54'24"E	316.23'
3	N00°07'32"W	442.22'
4	S89°49'26"E	155.00'
5	N00°10'34"E	265.00'
6	S89°48'08"E	20.00'
7	S00°10'34"W	284.99'
8	N89°49'26"W	154.89'
9	S00°07'32"E	442.69'
10	N89°54'24"W	316.33'
11	S00°08'26"W	40.00'
12	N89°54'24"W	20.00'
13	S89°48'08"E	20.00'
14	S00°10'34"W	304.98'
15	N89°49'26"W	154.79'
16	S00°07'32"E	442.66'
17	N89°54'24"W	316.42'
18	S00°08'26"W	20.00'
19	N89°54'24"W	20.00'

STATE OF TEXAS
REGISTERED
SHAUN G. SPOONER
4183
PROFESSIONAL
SURVEYOR

SPOONER & ASSOC.
REGISTERED PROFESSIONAL
LAND SURVEYORS

352 HURST BLVD.
HURST, TX 76053
(817) 282-6981

JOB NO.: 491-1-96
DATE: 8-12-96
COGO FILE: 491-SANG
ACAD FILE: 491-183
DRAWN BY: L.W.C.
COMPUTED BY: S.G.S.
CHECKED BY: S.G.S.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

Return to:

City Of Denton
Engineering & Transportation Dept.
221 North Elm Street
Denton, Texas 76201
Attention: Roger N. Wilkinson

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY CLERK

On: Aug 27 1997
At 8:35am

Doc/Num : 97-R0059181
Doc/Type : EAS
Recording: 13.00
Doc/Mgmt : 5.00
Receipt #: 27751
Deputy - BRANDIE

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EASEMENT

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

1136012

THAT Musket Corporation, (GRANTOR) in consideration of the sum of ONE DOLLAR AND NO CENTS ($1.00) and other good and valuable consideration in hand paid by the City of Denton, Texas, (GRANTEE) receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the City of Denton, Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following described property, owned by Grantor and situated in Denton County, Texas, in the John Ayers Survey, Abstract No. 2.

SEE ATTACHED EXHIBIT "A"

And it is further agreed that the Grantee in consideration of the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

For the purpose of constructing, reconstructing, installing, repairing, and perpetually maintaining public utilities in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workman and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to said public facilities or any part thereof.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

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

Witness my hand, this the 1st day of November, 1999.

Musket Corporation

By: Greg Love

Greg Love

Title: President

THE STATE OF OKLAHOMA §
COUNTY OF Okla. §

This instrument was acknowledged before me on this the 1st day of Nov., 1999, by Greg Love.

Reta G. Harlin
Notary Public, in and for the State of Okla.

RETA G. HARLIN
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires July 30, 2000

Accepted this the ~~NOVEMBER~~ 8th day of NOVEMBER 1999 for the City of Denton, Texas (Resolution No. 91-073).

BY: Paul Williamson
Paul Williamson
Right-of-Way Agent

RETURN TO: City of Denton
321 N. Elm Street
Denton, Texas 76201
ATTN: Paul Williamson

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

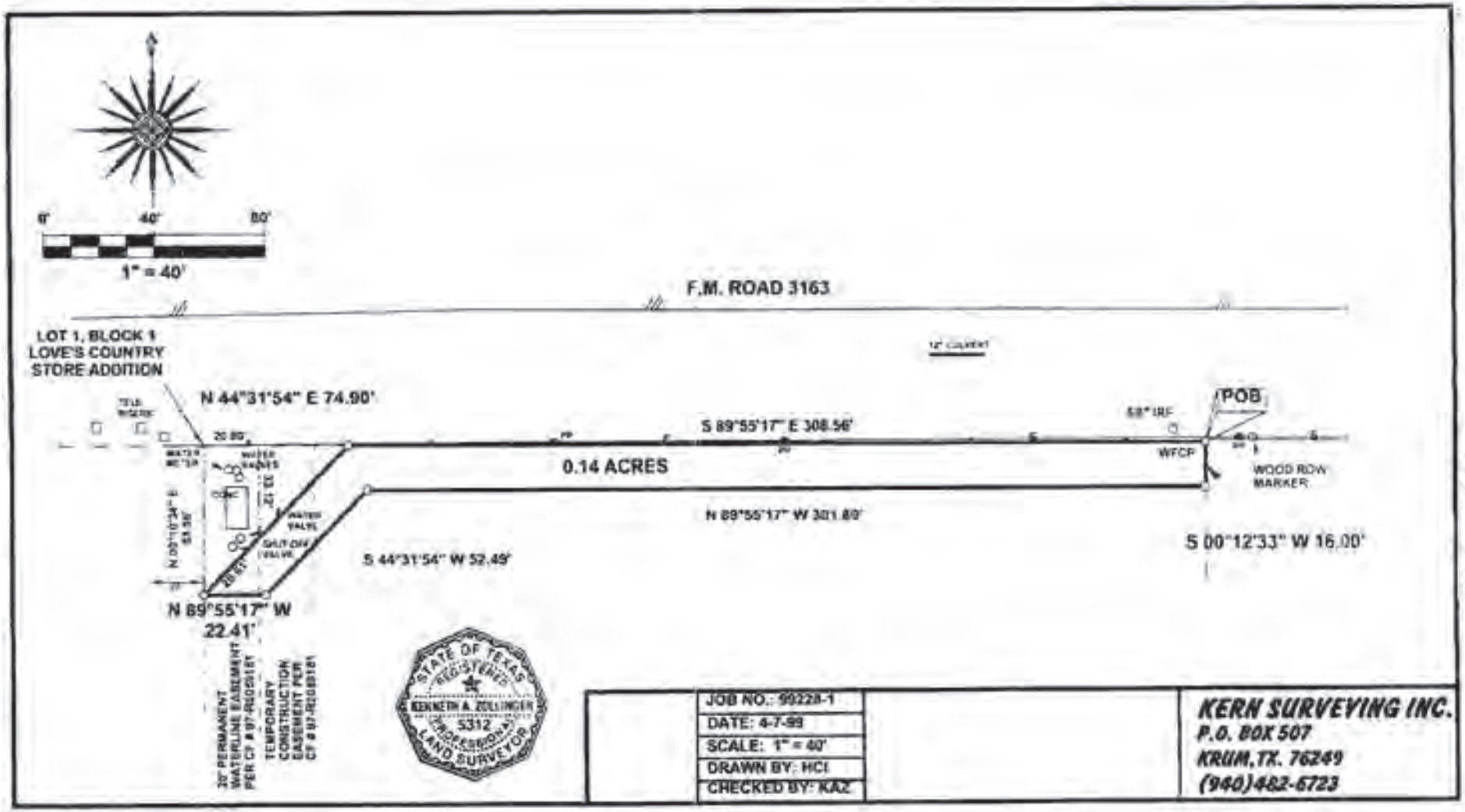
EXHIBIT "A"

16' UTILITY EASEMENT

FIELD NOTES to all that certain tract of land situated in the John Ayers Survey, Abstract # 2, Denton County, Texas and being a part of a called 13.7027 acre tract described in deed from Stuckey's Inc. To Musket Corporation recorded in Volume 1630, Page 42, Real Property Records, Denton County, Texas; the subject tract being more particularly described as follows:

BEGINNING for the Northeast corner of the herein described tract at a wood fence corner post in the South right-of-way of F.M. Road 3163 at the Northeast corner of said 13.7027 acre tract;
THENCE South 00 Degrees 12 Minutes 33 Seconds West with the East line thereof a distance of 16.00 feet to a point;
THENCE North 89 Degrees 55 Minutes 17 Seconds West a distance of 301.80 feet to a point;
THENCE South 44 Degrees 31 Minutes 54 Seconds West a distance of 52.49 feet to a point;
THENCE North 89 Degrees 55 Minutes 17 Seconds West a distance of 22.41 feet to a point;
THENCE North 44 Degrees 31 Minutes 54 Seconds East a distance of 74.90 feet to a point in the South right-of-way of said road;
THENCE South 89 Degrees 55 Minutes 17 Seconds East with the South right-of-way of said road and North line of said 13.7027 acre tract a distance of 308.56 feet to the PLACE OF BEGINNING and enclosing 0.14 acres of land more or less.

Prepared by Kern Surveying, Inc.
P.O. Box 507
Krum, Texas 76249



4463 00899

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

4463 00900

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Nov 08 1999
At 11:25am

Doc/Num : 99-R0113602
Doc/Type : EAS
Recording: 11.00
Doc/Mgmt : 4.00
Receipt #: 44773
Deputy - Christy

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-14 WWE

LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT

BEING a 19,325 square foot (0.4436 acre) tract of land situated in the John Ayers Survey, Abstract No. 2, Denton County, Texas, and being part of a called 13.7027 acre tract of land described in the Warranty Deed to Musket Corporation, recorded in Volume 1630, Page 42, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the southernmost southwest corner of the said called 13.7027 acre tract, and being in the east right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), from which a 5/8-inch iron rod found bears South 89°31'58" East, a distance of 1.04 feet;

THENCE South 89°31'58" East, along the south line of the said called 13.7027 acre tract, a distance of 291.97 feet to the **POINT OF BEGINNING**, and being at the beginning of a curve to the right having a central angle of 36°36'27", a radius of 1242.00 feet, a chord bearing and distance of North 44°02'25" East, 780.11 feet;

THENCE in a northeasterly direction, departing the said south line, and along said curve to the right, an arc distance of 793.54 feet to a point for corner in the east line of the said called 13.7027 acre tract;

THENCE South 0°14'06" West, along the said east line, a distance of 28.37 feet to a 5/8-inch iron rod with "KHA" cap set for corner, and being at the beginning of a non-tangent curve to the left having a central angle of 35°25'33", a radius of 1217.00 feet, a chord bearing and distance of South 44°00'23" West, 740.54 feet;

THENCE in a southwesterly direction, departing the said east line, and along said curve to the left, an arc distance of 752.47 feet to a point for corner in the said south line of the called 13.7027 acre tract;

THENCE North 89°31'58" West, along the said south line, a distance of 27.71 feet to the **POINT OF BEGINNING** and containing 19,325 square feet or 0.4436 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

2/11/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

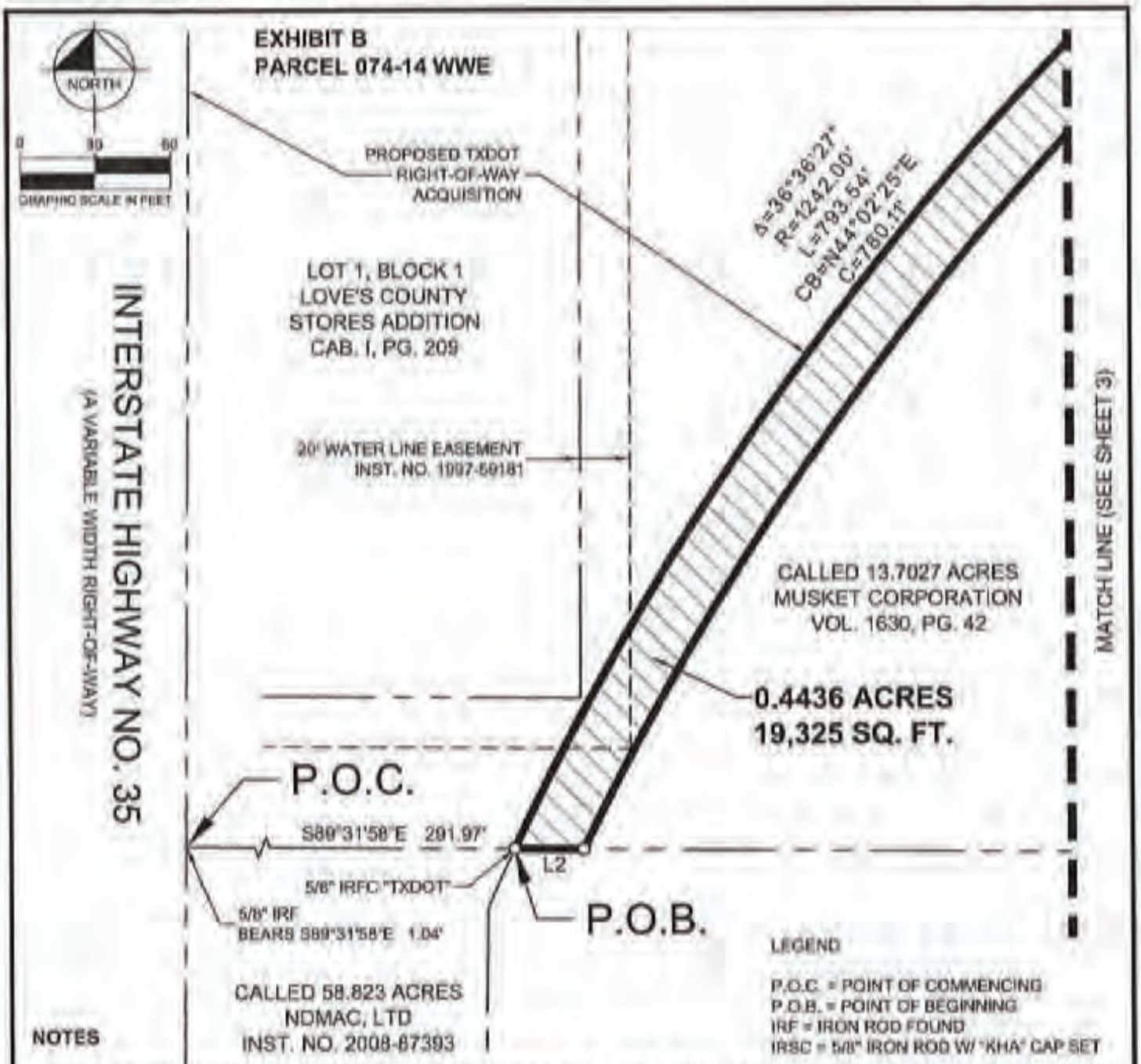
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRD	JDW	10/19/2022	061804040	1 OF 2

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-14 WWE



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

2/11/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

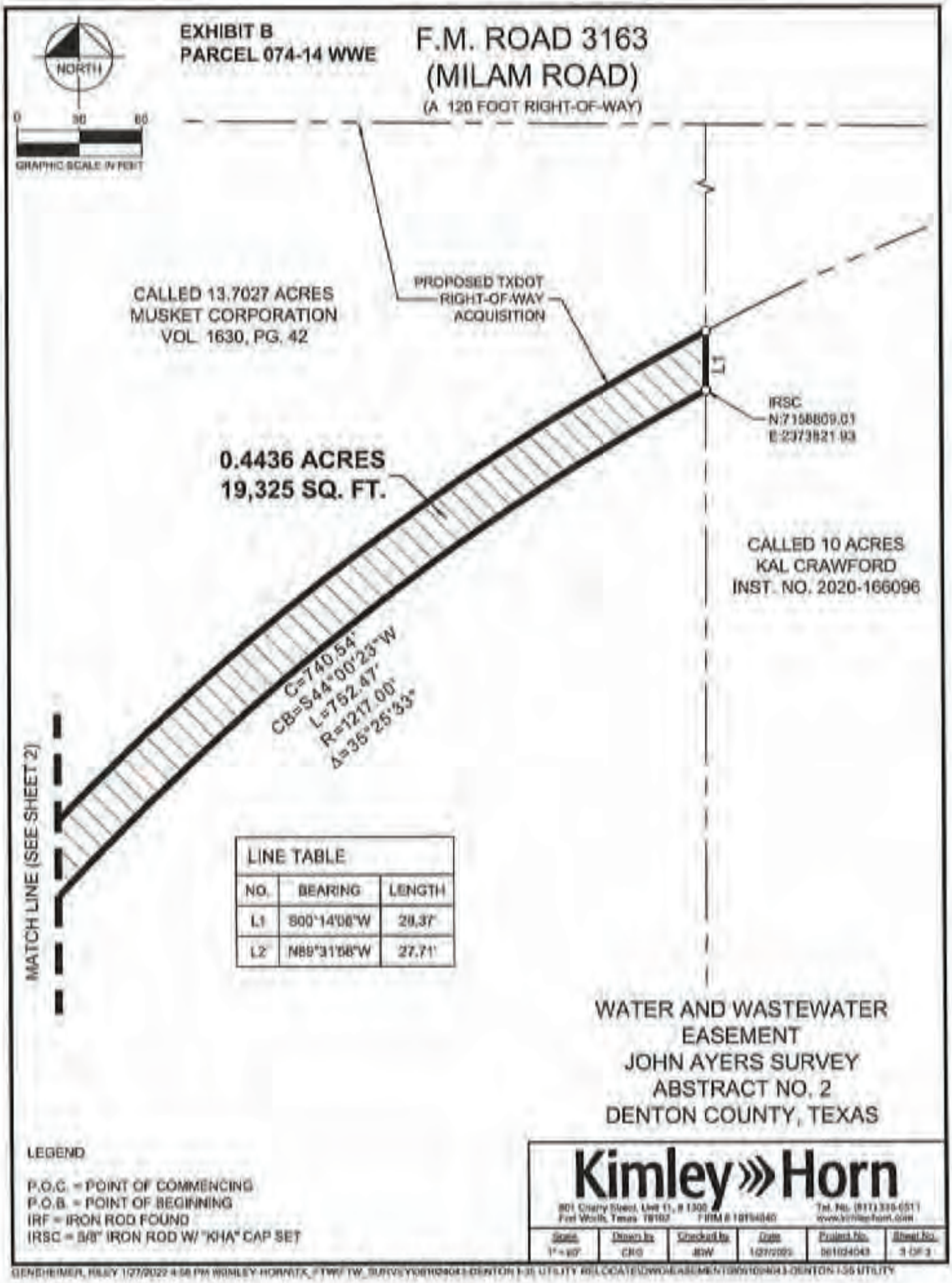
WATER AND WASTEWATER EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10193040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CHS	ADW	10/7/2021	061034043	2 OF 3

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°14'08"W	29.37'
L2	N89°31'58"W	27.71'

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CRG	JBW	1/27/2022	061024043	3 OF 3

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

U00017637

TxDOT Highway Project Number: 0195-02-074 TxDOT Parcel 16

RCSJ 0195-02-079
From: US77/Barthold Dr.
To: Milam Rd

Utility Longitudinal Stations:
Sta 2358+08 RT to Sta 2360+11 RT

Existing Easement

Instrument Number
2020-166096

BEING 0.3524 ACRES IN
THE JOHN AYERS SURVEY A-2,
BEING PART OF A 10 ACRE TRACT
KURT WILLIAM CRAWFORD
CITY OF DENTON, DENTON COUNTY, TEXAS

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146



...ton County
Juli Luke
County Clerk

Instrument Number: 166096

Real Property Recordings

DEED

Recorded On: October 16, 2020 02:31 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $42.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:		Record and Return To:
Document Number:	166096	KURT WILLAIM CRAWFORD
Receipt Number:	20201016000627	142 MAYWOOD CIR
Recorded Date/Time:	October 16, 2020 02:31 PM	
User:	Jessica M	COPPELL TX 75019
Station:	Station 4	



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

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

WARRANTY DEED
(10 Acres)

STATE OF TEXAS §
§ **Know All Men By These Presents:**
COUNTY OF DENTON §

THAT **Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share A**, and **Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share B**, such trust having been established under that certain revocable trust agreement originally dated December 30, 1992, amended for the first time on April 21, 2003, for the second time on June 24, 2003, for the third time on June 9, 2015, for a fourth time on February 29, 2016, and for the fifth time on March 31, 2016 (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by Kal Crawford, (referred to as "Grantee"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of Grantors' interests in and to the following real property together with all improvements situated thereon (such interest is hereinafter referred to as "Subject Property"):

All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, and being a part of a certain 165.9 acre tract as conveyed by Deed dated December 9, 1952, from Arnold Christian Trietsch and wife, Ruby L. Trietsch to J.E. Gentsch and wife, Winnie Gentsch, as shown of record in Volume 384, Page 629 of the Deed Records of Denton County, Texas; being out of the John Ayres League and Labor Survey, Abstract No. 2 and being more particularly described as follows:

BEGINNING at a steel pin and a fence corner post in the South Boundary Line of Farm-to-Market Road No. 3136; (the width of said FM Road No. 3136 at this point being 120 feet); said point of beginning being in the East Boundary Line of a 14.426 acre tract of land as conveyed by Deed dated February 4, 1961, from J.E. Gentsch and wife, Winnie D. Gentsch, to Stuckey's Stores, Inc., as recorded in Volume 464, Page 299 of the Deed Records of Denton County, Texas;

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

THENCE South, 89 degrees, 12 minutes West, and parallel with the East Boundary Line of Stuckey's Stores, Inc. 14.426 acre tract, 767.00 feet, to a steel pin for corner;

THENCE North 89 degrees, 44 minutes West, and parallel to the South Boundary Line to Farm-to-Market Road 3136, 567.93 feet, to a steel pin and fence corner post for the Southeast Corner of said Stuckey's Stores, Inc., 14.426 acre tract;

THENCE North 00 degrees, 12 minutes East, along fence line and the East Boundary Line of said Stuckey's Stores, Inc. tract, 767.00 feet to point of beginning, and containing 10 acres of land.

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term Subject Property shall refer to and include the property described in this paragraph.

The conveyance made hereby, and the warranties made hereunder, are made by Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in Denton County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, subject to the terms and provisions contained herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and such Grantee's heirs, executors, administrators, personal representatives, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto each Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXECUTED on the 5th day of October, 2020.

Kurt William Crawford

Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share A

Kurt William Crawford

Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share B

Address of Grantees:

KURT WILLIAM CRAWFORD, TRUSTEE
142 MAYWOOD CIR
COPPELL TX 75019-4025

After Recording Return to:

KURT WILLIAM CRAWFORD, TRUSTEE
142 MAYWOOD CIR
COPPELL TX 75019-4025

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of October, 2020, by Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share A.

RENI KIRSCH
Notary Public
STATE OF TEXAS
ID# 129192032
My Comm. Exp. Jan. 31, 2021

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of October, 2020, by Kurt William Crawford, Trustee of the William A. Crawford and Gladys H. Crawford Revocable Living Trust Share B.

RENI KIRSCH
Notary Public
STATE OF TEXAS
ID# 129192032
My Comm. Exp. Jan. 31, 2021

Notary Public, State of Texas

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT A
PARCEL 074-16 WWE

LEGAL DESCRIPTION
WATER AND WASTEWATER EASEMENT

BEING a 15,352 square foot (0.3524 acre) tract of land situated in the John Ayers Survey, Abstract No. 2, Denton County, Texas, and being part of a called 10 acre tract of land described in the Warranty Deed to Kal Crawford, recorded in Instrument No. 2020-166096, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the northeast corner of the said called 10 acre tract, and being in the south right-of-way line of F.M. Road 3163 (Milam Road) (a 120 foot right-of-way);

THENCE South 0°37'40" West, along the east line of the said called 10 acre tract, a distance of 92.86 feet to the **POINT OF BEGINNING**;

THENCE South 0°37'40" West, continuing along the said east line, a distance of 35.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South 89°57'36" West, departing the said east line, a distance of 41.56 feet to a point for corner;

THENCE North 71°31'03" West, a distance of 31.48 feet to a point for corner;

THENCE South 89°57'36" West, a distance of 221.41 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 14°04'34", a radius of 1217.00 feet, a chord bearing and distance of South 68°45'27" West, 298.24 feet;

THENCE in a southwesterly direction, along said curve to the left, an arc distance of 298.99 feet to a 5/8-inch iron rod with "KHA" cap set for corner, being in the west line of the said called 10 acre tract;

THENCE North 0°14'06" East, along the said west line, a distance of 28.37 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 13°35'44", a radius of 1242.00 feet, a chord bearing and distance of North 69°08'30" East, 294.02 feet;

THENCE in a northeasterly direction, departing the said west line, and along said curve to the right, an arc distance of 294.71 feet to a point for corner;

THENCE North 89°57'36" East, a distance of 296.32 feet to the **POINT OF BEGINNING** and containing 15,352 square feet or 0.3524 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes & bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

2/11/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
TBPM # 10194640
Tel. No. (817) 335-6511
www.kimley-horn.com

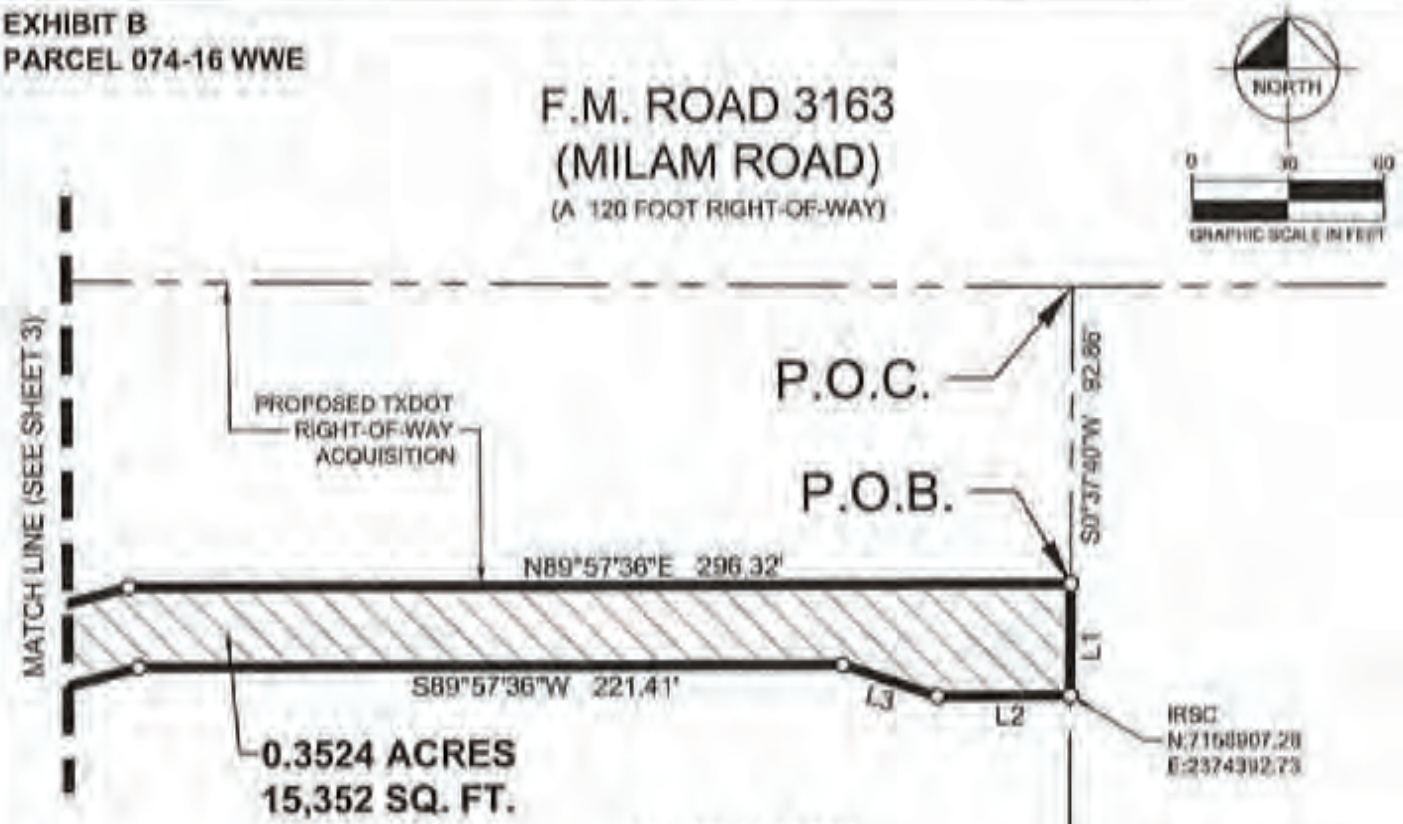
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRO	JDW	02/10/2022	061804043	1 OF 2

SENSHEIMER, RILEY 1/27/2022 4:09 PM W:\KIMLEY-HORN\TX_FTW\FTW_SURVEY\061804043-DENTON I-35 UTILITY RELOCATE\DWG\EASEMENTS\061804043 DENTON I-35 UTILITY

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-16 WWE

F.M. ROAD 3163
(MILAM ROAD)
(A 120 FOOT RIGHT-OF-WAY)



LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°37'40"W	36.00'
L2	S89°57'36"W	41.56'
L3	N71°31'03"W	31.48'
L4	N00°14'06"E	28.37'

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). Coordinates have been scaled to surface values using a surface adjustment factor of 1.000150630. A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

2/11/22

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

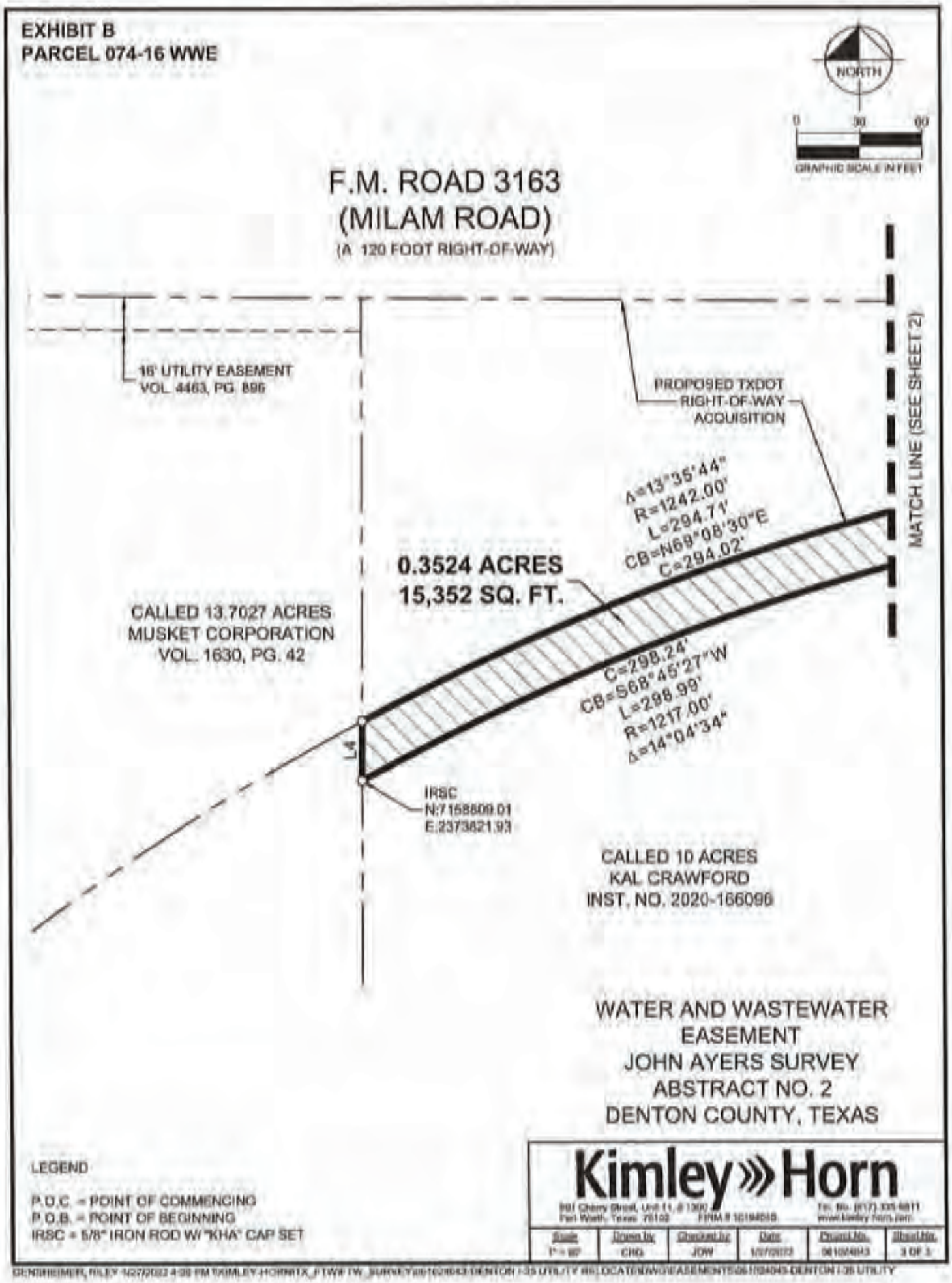
WATER AND WASTEWATER EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10193945
tel No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CRS	JDW	1/27/2022	069624043	2 OF 3

DocuSign Envelope ID: 2747E5F4-8C3D-42B6-AB35-B03FD9236146

EXHIBIT B
PARCEL 074-16 WWE



WATER AND WASTEWATER
EASEMENT
JOHN AYERS SURVEY
ABSTRACT NO. 2
DENTON COUNTY, TEXAS

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194050
Tel. No. (817) 335-6811
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CHG	JDW	1/27/2023	061024H3	3 OF 3

DocuSign

Certificate Of Completion

Envelope Id: 2747E5F48C3D42B6AB35B03FD9236146 Status: Completed

Subject: Complete with DocuSign: U00017637_Complete SUA_City of DentonPart-1.pdf, U00017637_Complete SUA...

Source Envelope:

Document Pages: 216 Signatures: 5 Envelope Originator:

Certificate Pages: 5 Initials: 27 Jose Olivares

AutoNav: Enabled 125 E. 11th Street

EnvelopeId Stamping: Enabled Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada) Jose.Olivares@txdot.gov

IP Address: 204.64.21.247

Record Tracking

Status: Original Holder: Jose Olivares Location: DocuSign

7/31/2023 3:23:10 PM Jose.Olivares@txdot.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Texas Department of Transportation Location: DocuSign

Signer Events	Signature	Timestamp
Sara Hensley Sara.Hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/31/2023 3:44:05 PM Viewed: 7/31/2023 3:49:50 PM Signed: 7/31/2023 3:51:51 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2021 9:28:56 AM ID: 5f539cc8-796b-401d-b6e3-eeba072b5a62		
Lesley Taylor Lesley.Taylor@txdot.gov Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 204.64.21.250	Sent: 7/31/2023 3:52:18 PM Viewed: 7/31/2023 4:34:57 PM Signed: 7/31/2023 4:42:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Darla Payberah Darla.Payberah@txdot.gov Utility and Survey Supervisor TXDOT Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 108.71.183.12 Signed using mobile	Sent: 7/31/2023 4:42:36 PM Viewed: 7/31/2023 5:03:27 PM Signed: 7/31/2023 5:05:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James T. Campbell James.Campbell@txdot.gov Director or TP&D Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 204.64.21.251	Sent: 7/31/2023 5:05:40 PM Viewed: 8/1/2023 8:27:12 AM Signed: 8/1/2023 8:27:14 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
John Hudspeth John.Hudspeth@txdot.gov Deputy District Engineer Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 204.64.21.251	Sent: 8/1/2023 8:27:35 AM Viewed: 8/2/2023 9:33:41 AM Signed: 8/2/2023 9:34:10 AM

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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2023 3:44:05 PM
Certified Delivered	Security Checked	8/2/2023 9:33:41 AM
Signing Complete	Security Checked	8/2/2023 9:34:10 AM
Completed	Security Checked	8/2/2023 9:34:10 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (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 Texas Department of Transportation:

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: kevin.setoda@txdot.gov

To advise Texas Department of Transportation 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 kevin.setoda@txdot.gov 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 Texas Department of Transportation
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 kevin.setoda@txdot.gov 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 Texas Department of Transportation

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 kevin.setoda@txdot.gov 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 Texas Department of Transportation 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 Texas Department of Transportation 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: Capital Projects

ACM: Frank Dixon

DATE: July 21, 2026

SUBJECT

Consider adoption of an ordinance authorizing the City Manager to execute and deliver Supplemental Agreement No. 3 to the Standard Utility Agreement ("Agreement") by and between the City of Denton and the Texas Department of Transportation ("TxDOT"), for the reimbursement of design, property acquisition and related services, construction, inspection, project management, and other direct costs associated with the adjustment, removal, and/or relocation of water utilities along I-35E from Mayhill to Loop 288 more specifically called the I-35E/Mayhill Utility Relocations Project (Utility ID No. U00008008) for water relocation efforts, within the County and City of Denton, Texas; providing for the expenditure of funds not to exceed an increase of Five Hundred Fifty-Six Thousand, Four Hundred Ninety-Six and 55/100 dollars ($556,496.55) therefore; and providing an effective date. The Public Utilities Board recommends approval (6-0).

STRATEGIC ALIGNMENT

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

BACKGROUND

In anticipation of the I-35E widening project, the City is responsible for relocating the city owned utilities outside of the newly acquired TxDOT right-of-way. In November 2022, the City and TxDOT entered into an agreement for the water and wastewater utilities to be relocated for the I-35E/Mayhill section of the project.

The Water and Wastewater Standard Utility Agreements No's. U00008008 and U00011546 authorized reimbursement to the City for all costs associated with the City's I-35E/Mayhill Utility Relocation Project between Mayhill and Loop 288 with the exception of the City's elective betterment where we upsized from the equivalent 20-Inch-High Density Polyethylene ("HDPE") water pipe to a 24-Inch HDPE water pipe in anticipation of the City's continued growth. The cost of this elective betterment including design and construction that will not be reimbursed by TxDOT was $782,065.00.

Upon completion of the project and an accounting of all costs associated with the relocation efforts, a supplemental agreement is needed by TxDOT to increase the estimated reimbursement amount from $17,240,049.84 to $17,796,546.39. The City has been reimbursed to date $12,552,154.37.

RECOMMENDATION

Staff recommends approval of the ordinance.

ESTIMATED SCHEDULE OF PROJECT

The City's I-35/Mayhill Utility Relocation Project was completed in March of 2024. Right of way easement acquisitions went through eminent domain and were finalized in November of 2025.

PRIOR ACTION/REVIEW

Nov. 15, 2022, the City of Denton authorized the Standard Utility Agreement (Ordinance No. 22-2391) with TxDOT approving reimbursements in the amount of $16,189,482.25.

Sep. 24, 2023, Supplemental No 1. included plans that were not issued with the SUA. There was no change in the reimbursement value.

Jun. 18, 2024, The City of Denton authorized Supplemental No. 2 (Ordinance No. 24-1123) with TxDOT approving reimbursements in the amount of $17,240,049.84

FISCAL INFORMATION

The City's reimbursable financial obligation would increase $556,496.55, totaling $17,796,546.39 in reimbursements from TxDOT. The funding was provided from account 630440517.1365.40100 (W Project Funding). Reimbursements will be deposited into account 4440.4642.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Agreement
Exhibit 3 – Original Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this agreement, contact Kristine Stewart at 940-349-8537.

Legal point of contact: Trerod Hall at 940-349-8336.

ORDINANCE NO. 26-

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SUPPLEMENTAL AGREEMENT NO. 3 TO THE STANDARD UTILITY AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF DENTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE REIMBURSEMENT OF DESIGN, PROPERTY ACQUISITION AND RELATED SERVICES, CONSTRUCTION, INSPECTION, PROJECT MANAGEMENT, AND OTHER DIRECT COSTS ASSOCIATED WITH THE ADJUSTMENT, REMOVAL, AND/OR RELOCATION OF WATER UTILITES ALONG I-35E FROM MAYHILL TO LOOP 288 MORE SPECIFICALLY CALLED THE I-35E/MAYHILL UTILITY RELOCATIONS PROJECT (UTILITY ID NO. U00008008) FOR WATER RELOCATION EFFORTS, WITHIN THE COUNTY AND CITY OF DENTON, TEXAS; PROVIDING FOR THE EXPENDITURE OF FUNDS NOT TO EXCEED AN INCREASE OF FIVE HUNDRED FIFTY-SIX THOUSAND, FOUR HUNDRED NINETY-SIX AND 55/100 DOLLARS ($556,496.55) THEREFORE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2022, City Council authorized Ordinance No. 22-2391 for the approval and execution of the Standard Utility Agreement for water utility relocations on project U00008008 in the amount of $16,189,482.25 and executed the related agreement on January 18, 2023; and

WHEREAS, on June 18, 2024, City Council authorized Ordinance No. 24-1123 for the approval and execution of the Standard Utility Agreement Supplemental #2 for water utility relocations on project U00008008 in the amount of $17,240,049.84 and executed the related agreement on June 30, 2024; and

WHEREAS, the Agreement will increase the reimbursement available to the City by an additional $556,496.55 for all eligible costs associated with the City's IH-35E/Mayhill Utility Relocation Project between Mayhill and Loop 288 (the "Project") for a total reimbursement of $17,796,546.39; and

WHEREAS, the City Council having considered the importance of the Project to the citizens of Denton and finding that it is in the public's health and safety interest, is of the opinion that it should approve the Agreement;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or designee, is hereby authorized to execute on behalf of the City; Supplemental Agreement No. 3 to the Standard Utility Agreement No. U00008008 for water utilities relocations, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed FIVE HUNDRED FIFTY-SIX THOUSAND, FOUR HUNDRED NINETY-SIX AND 55/100 DOLLARS ($556,496.55) for Utility ID No. U00008008

SECTION 4. The City Manager is further authorized to carry out all duties and agreements to be performed by the City under the Agreement.

SECTION 5. The City Manager, or designee, is the City's designated, authorized official, with the power to authorize, accept, reject, alter or terminate the Agreement on behalf of the City and act on behalf of the City of Denton in all matters related to the Agreement and any subsequent agreements that may result.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

Standard Utility Agreement
Supplemental Agreement No. 3 to U Number N/A Utility ID U00008008

District: Dallas
ROW Project ID: R00006793
ROW CSJ: 0196-01-114
Construction CSJ: 0196-01-106
Proposed Highway Project Letting Date: 9/1/2023

County: Denton
Highway: IH 35E
From: South of Mayhill
To: South of SL 288

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and City of Denton ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on June 30, 2024 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: update city labor rates and easement costs, and to include temporary signage, mobilization, site preparation, storm water pollution prevention device (installation & removal) costs (cost estimate lines 1 through 5), which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is ☒ increased or ☐ decreased to a total of $17,796,546.39, or ☐ no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial	Date		Initial	Date
TxDOT			Utility	

UTILITY

Utility: City of Denton

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Attachment "A"
Plans, Specifications, and Estimated Costs

☐ Not Applicable

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Attachment "A" (Continued)
Plans, Specifications, and Estimated Costs

☒ Not Applicable

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

☐ This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

> *(1) Articles, materials, or supplies that have been:*
>
> *(i) Processed into a specific form and shape; or*
>
> *(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.*
>
> *(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.*

Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

_____
Signature

_____
Title

Attachment "B"
Accounting Method

☒ Not Applicable

☐ **Actual Cost Method of Accounting**

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

☒ Not Applicable

Estimated Start Date (mm/dd/yyyy): , subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days):

Estimated Completion Date (mm/dd/yyyy):

Attachment "D"
Statement Covering Contract Work

☒ Not Applicable

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).

☐ The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

☐ The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).

☐ The Utility will use a consultant contract (verification of fee schedule is required).

☐ TxDOT will procure a utility engineering consultant.

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☒ Not Applicable

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☐ RULIS Permit Number:
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

Attachment "F"
Eligibility Ratio

☒ Not Applicable

Eligibility Ratio established: _____ %

☐ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

☐ Toll Road (Minimum of 50%)

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

Attachment "G"
Betterment Calculation and Estimate

☒ Not Applicable

☐ Elective Betterment Ratio established: _____ %
☐ Calculation is attached and the justification is included below
☐ A betterment and an in-kind estimate are included

☐ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☐ Due to proposed roadway design. (Provide explanation below)

☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:

Attachment "H"
Proof of Property Interest

☒ Not Applicable

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest is documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Texas Department of Transportation

4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

January 13, 2023

Mrs. Sara Hensley, City Manager
City of Denton
216 E. McKinney St.
Denton, TX 76201

RE: Approved Standard Utility Agreement – UID: U00008008
City of Denton
IH 35E From: South of Mayhill to: South of SL 288
RCSJ: 0196-01-114 / CCSJ: 0196-01-106
Federal Project Number: N/A
Denton County

Dear Mrs. Hensley,

The Texas Department of Transportation is pleased to forward a fully executed copy of the approved Standard Utility Agreement for the above referenced utility relocation project. The Agreement assembly consists of the following:

1. Standard Utility Agreement (Form ROW-U-35)
2. Plans, Specifications, and Estimated Costs (Attachment “A”)
3. Accounting Method (Attachment “B”)
4. Schedule of Work (Attachment “C”)
5. Statement Covering Contract Work (Attachment “D”)
6. Utility Joint Use Agreement (Form ROW-U-JUA) (Attachment “E”)
7. Eligibility Ratio (Attachment “F”)
8. Betterment Calculation and Estimate (Attachment “G”)
9. Proof of Property Interest (Attachment “H”)

Also attached are the specifications for utility construction including: **“***General Utility Installations, Water and Sanitary Sewer Lines, Trench Excavation and Pit Location, Construction of Highway Crossing by Bore, Construction of Highway Crossing by Tunnel, Backfill Specifications,* "Buy America" guidelines, and a copy of Form 1818

Planned construction on the above project requires that utilities, "In Conflict", be relocated or adjusted. This utility adjustment consists of Water Line A: Install approximately 1,172 LF of 24" HOPE water line, 7,002 LF of 20" HOPE, 75 LF of 8" DIP, 63 LF of 12" PVC, 508 LF of 8" PVC, 1,020 LF of 6" PVC and 420 LF of 36" steel casing with carrier pipe and 463 LF of 30" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1793+87 to IH35 Sta 1721+38 and one crossing of Mayhill/State School Road at Sta 20+ 75. Water Line 8: Install approximately 1,079 LF of 8" PVC water line and 72 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1750+24 to IH35 Sta 1739+91. Water Line C: Install approximately 563 LF of 12" PVC water line, and 629 LF of 24" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1762+66 and Mayhill/State School Road at Sta 10+87. Water Line D: Install approximately 816 LF of 12" PVC water line, 1,672 LF of 8" PVC, 55 LF of 6" PVC and 616 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1832+18 to IH35 Sta 1803+52. Water Line E: Install approximately 1,057 LF of 24" HOPE water line, 60 LF of 8" DIP, and 131 LF of 36" steel

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

casing with carrier pipe longitudinal to IH35 from IH35 Sta 1829+23 to IH35 Sta 1817+50.
-Approximately 142 LF of 16" water line 8,387 LF of 14" water line, 1,064 LF of 12" water line, 4,490 LF of 8" water line, 426 LF of 6" water line to be removed. Approximately 320 LF of 14" water line, 799 LF of 12" water line, 72 LF of 8" water line, 36 LF of 6" water line to be abandoned by grout fill. Facilities will be uniformly aligned and installed in accordance with the Utility Accommodation Rules.

City of Denton has submitted a calculated total estimated cost for this adjustment of $12,353,045.25. Elective betterment is included in the utility plan, and is identified as such in the cost estimate, for this utility adjustment. The cost of elective betterment is estimated to be $747,065.00 (4.8307%).

Declared salvage of $5,477.68 is identified in the cost estimate for this utility adjustment.

This adjustment is eligible for state cost participation in accordance with the provisions of 23 CFR 645 A. The eligibility ratio is 100% of eligible costs for the relocation of Utilities on Federal Aid Interstate projects. "Buy America" items have been identified within this agreement.

All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based on the costs of actual work performed.

Subject to Texas Transportation Code Section 203.094, TxDOT may reduce reimbursement to the utility by 10 percent for each 30-day period or portion of a 30-day period by which the relocation exceeds the limit specified in the agreement.

Billing submittals to TxDOT must have a cover letter that includes the following information to facilitate expeditious processing of payments due:

1. Highway Name – RCSJ XXXX XX XXX – Utility Name (U# and/or Utility ID#)
2. Starting and Ending Dates of Construction
3. If applicable, "Buy America" Certification must be notarized and submitted on Material Statement (Form 1818).
4. The Street Address where all records pertaining to this job can be accessed for audit. These records must be maintained for a 3-year minimum from the date of completion.
5. The Utility's 11 Digit Texas Taxpayer Number and 3 Digit Mail Code
6. If applicable, a copy of all Bid Tabulations received.
7. Final or partial invoices must include a detailed itemized billing submittal consistent with the same format as the original estimate. Supporting documentation is also required. If billing submittal deviates significantly from the approved estimate, an explanation will be needed.

The TxDOT Area Engineer (AE) is Travis Campbell, P.E., at the Denton County Area Office. The Area Engineer will be certifying that work was done in accordance with these plans and specifications, and that materials specified, or equivalent have been used. Attention should be paid to backfill, cleanup requirements, and erosion control. These must be accomplished to the satisfaction of the Project Engineer.

The Area Office Utility Coordinator must be notified to arrange a pre-construction meeting 5 working days prior to starting construction. The agenda for this meeting shall include the following: a) Construction Safety, b) Traffic Control Plan, c) Scheduled Project Starting and Completion Dates, and d) Prior to installation, all "Buy America" compliant items must be shown on the Material Statement (Form 1818) with each item's supporting documentation included. The Utility Coordinator for this Area Office is Leonard Chapman (940) 383-1414.

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Questions regarding this adjustment may be directed to Jason Lloyd at (214) 320-6623.

Sincerely,

DocuSigned by:
CD610F6E0D581EF...
John Hudspeth, P.E.
Deputy District Engineer, Dallas District

Attachments
cc: Jeremy Miller
Darla Payberah, P.E.
Luis G. Nieto, M.B.A., M.S.C.E., P.E., C.F.M.
Travis Campbell, P.E.
Area Office Engineer
Utility Representative

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

STANDARD UTILITY AGREEMENT

U Number: **N/A** Utility ID: **U00008008**

District: Dallas
Federal Project No.: N/A
ROW CSJ: 0196-01-114
Highway Project Letting Date: 09/01/2023

County: Denton
Highway: IH 35E
From: South of Mayhill
To: South of SL 288

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, (**"State"**), and City of Denton, (**"Utility"**), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work:
- Water Line A: Install approximately 1,172 LF of 24" HDPE water line, 7,002 LF of 20" HDPE, 75 LF of 8" DIP, 63 LF of 12" PVC, 508 LF of 8" PVC, 1,020 LF of 6" PVC and 420 LF of 36" steel casing with carrier pipe and 463 LF of 30" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1793+87 to IH35 Sta 1721+38 and one crossing of Mayhill/State School Road at Sta 20+75.
- Water Line B: Install approximately 1,079 LF of 8" PVC water line and 72 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1750+24 to IH35 Sta 1739+91.
- Water Line C: Install approximately 563 LF of 12" PVC water line, and 629 LF of 24" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1762+66 and Mayhill/State School Road at Sta 10+87.
- Water Line D: Install approximately 816 LF of 12" PVC water line, 1,672 LF of 8" PVC, 55 LF of 6" PVC and 616 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1832+18 to IH35 Sta 1803+52.
- Water Line E: Install approximately 1,057 LF of 24" HDPE water line, 60 LF of 8" DIP, and 131 LF of 36" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1829+23 to IH35 Sta 1817+50.
- Approximately 142 LF of 16" water line 8,387 LF of 14" water line, 1,064 LF of 12" water line, 4,490 LF of 8" water line, 426 LF of 6" water line to be removed.
- Approximately 320 LF of 14" water line, 799 LF of 12" water line, 72 LF of 8" water line, 36 LF of 6" water line to be abandoned by grout fill.; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in

BP 1/17/2023
Initial Date
TxDOT

Initial 12/7/22
Date
Utility

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of $ N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Denton Water
Name of Utility

By: Sara Hensley
Authorized Signature

Sara Hensley
Print or Type Name

Title: City Manager

Date: 12/7/22

EXECUTION RECOMMENDED:

DocuSigned by: Travis Campbell 1/17/2023
01C1FD5FAADC42F...
Director of TP&D (or designee), Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: DocuSigned by: [signature] P.E.
CD610F6E0D584EF...
District Engineer (or designee)

Date: 1/18/2023

DP 1/17/2023
Initial Date
TxDOT

Initial 12/7/22
Date
Utility

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

DS DP	1/17/2023		12/7/22
Initial	Date	Initial	Date
TxDOT		Utility	

DocuSign Envelope ID: 72953E60-23AB-46AD-8E17-72F14172B753

Date

07/13/2022

Mr Mohamed Bur, P.E.
Dallas District Engineer
4777 E. Highway 80
Mesquite, TX 75150-6643

RE: Abandonment Request

Installation Request No. (Permit): DAL20210118130643 (W)

County: Denton

If checking this box, please provide project information below. ☑ TxDOT Construction Project

Example:
IH/US/SH/FM/LP ##: From: To:
CSJ/RCSJ
Utility ID # (for reimbursable relocations)

IH-35E Mayhill
From: South of Mayhill Road To: South of SL 288
RCSJ: 0196-01-100 CCSJ: 0196-01-109
Federal Project Number: n/a
Utility ID# U00008008 (WL)

Dear Mr. Bur:

The City of Denton

hereby requests portions/portion of the existing utility facility adjustments and/or relocations shown in the attached exhibits to address items outlined in 43 TAC §21.39 to be abandoned in place. With these exhibits, we have taken the following into consideration:

1. Areas of abandonment will not have negative impacts on TxDOT's facilities and/or construction. Areas proposed for abandonment have exhibits included such as Plan/Profile(s), Plan/Cross Section(s), etc.

2. The need for abandonment will benefit TxDOT in the following manner:

It will allow for the City of Denton to clear proposed TXDOT roadway construction in a more timely manner with minimal disruption to the traffic flow along the IH-35E. The city recommends removing all above ground appurtenances, and pipelines under future roadway and TxDOT ROW. The city is proposing to abandon by grout fill all utilities under major roadways (State School, Mayhill, Brinker, Pockrus Page, Wind River, and Regal) as seen in the exhibit below. Abandonment in place will allow for the city's contractor to be out of the way of other utilities attempting to relocate.

DocuSign Envelope ID: 72953E60-23AB-46AD-8E17-72F14172B753

3. This abandonment will not impede future installations of other facilities in TxDOT ROW.

The existing 6", 8", 12", 14", and 16" water lines to be abandoned will be adjusted and/or relocated in compliance with TXDOT's UAR.

The existing type of utility facility to be abandoned within TxDOT ROW consist of:

The existing type of utility facility to be abandoned by removal or grout fill is identified as approximately: 142 LF of 16" water line, 8,707 LF of 14" water line, 1,863 LF of 12" water line, 4,562 LF of 8" water line, and 462 LF of 6" water line, as described further on the attached exhibits. The existing waterlines consist of ductile iron, cast iron, PVC, and concrete cylinder pipe, with average bury depths of 5-feet, but varying from 3.5-ft to 10-ft.

These facilities will be adjusted and/or relocated in compliance with TxDOT's UAR.

During the utility adjustment/relocation the vacated facilities*, shown in the attached exhibits as abandoned in place, will be :

cut. purged, grout filled, and capped. All other facilities conflicting with IH-35E & Mayhill will be removed during construction during excavation stages as indicated in detail within the enclosed plans and supporting documentation.

All other facilities conflicting with above TxDOT Construction Project, if applicable. will be removed during construction during excavation stages as indicated in detail within the enclosed plans and supporting documentation.

The enclosed plans and supporting documentation includes:

1. UIR Installation Request (Permit)
2. Relocation plans in the form of Plan/Profile(s), Plan/Cross Section(s), etc. that includes:

- Age, condition, size, current status, type (material composition) and length of the utility facility to be abandoned.
- The approximate depth of the existing pipeline or conduit to be abandoned.
- Existing pipeline or conduit operating condition (Optimal/Compromised).
- Existing pipeline or conduit is not in conflict with other existing utilities.
- Abandonment will not cause conflict with either the proposed construction and/or other utilities.
- The removal of abandoned facilities as shown will be coordinated in advance with the designated TxDOT Contractor and/or Utility Coordinator in the Area Office.

This abandonment WILL NOT be construed as a change in ownership of the facility.

DocuSign Envelope ID: 72953E60-23AB-46AD-8E17-72F14172B753

1. Assumes all financial responsibility and property ownership of the abandoned facility referenced above.
2. Will be responsible for maintaining abandoned facility records, in accordance with 43 TAC §21.39 and all current federal, state, local laws, codes and industry standards.
3. Attests the utility facility associated with this abandonment does not contain, or is not composed of, hazardous or contaminated materials.

If you have any questions, please contact:

Utility Owner Contact: David Brown Project Manager Denton Water U

Address: City of Denton
901-A Texas St. Denton, Tx 76209

Phone Number: (940) 349-8480

Email Address: David.Brown@cityofdenton.com

Your consideration to this matter is greatly appreciated.

Sincerely,

Please sign above and include name and title below

David Brown
Project Manager

Attachments: Permit, Plans, Exhibits and Supporting Documentation

UTILITY OWNER:
APPROVED REQUESTS MUST BE UPLOADED TO TXDOT'S UIR SYSTEM WITH UTILITY INSTALLATION REQUEST (PERMIT). PERMITS INCLUDING ABANDONMENT OF FACILITIES MAY NOT BE APPROVED WITHOUT DALLAS DISTRICT APPROVAL.

* All abandoned conduit shall be free of wires and cables. Pipes/Conduit 3" or greater shall be purged free of hydro-carbons, capped and grout filled.

DALLAS DISTRICT APPROVAL

DS MkB DISTRICT ENGINEER

DS cc DEPUTY DISTRICT ENGINEER

DS DIRECTOR OF TP&D

DS DP UTILITIES SUPERVISOR

DS JTC AREA ENGINEER

DS DVP Design PM

Rev. 09-07-2021

THE CITY OF DENTON, TEXAS

PLANS FOR THE:

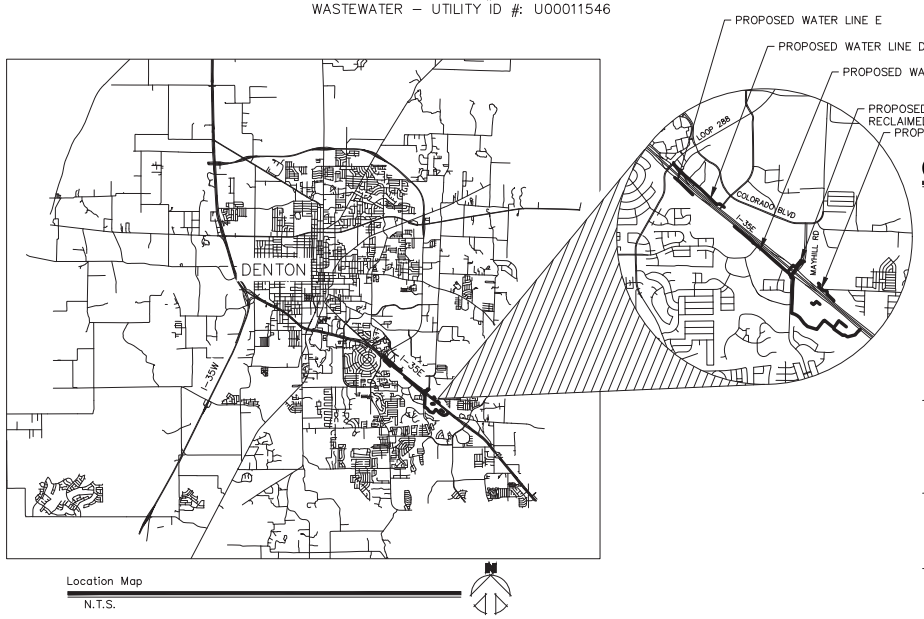
IH-35E MAYHILL UTILITY RELOCATIONS

IFB #7968-001

TxDOT Project CCSJ 0196-01-109 & ROW CSJ 0196-01-114
WATER – UTILITY ID #: U00008008
WASTEWATER – UTILITY ID #: U00011546

SHEET INDEX:

2 – GENERAL NOTES
3 – PROJECT CONTROL AND BENCHMARKS
4 – PROPOSED UTILITY ABANDONMENT (SHEET 1 OF 2)
5 – PROPOSED UTILITY ABANDONMENT (SHEET 2 OF 2)
6 – PROPOSED 24-INCH WATER LINE A STA 00+00 TO 10+00
7 – PROPOSED 24 & 20-INCH WATER LINE A STA 10+00 TO 20+00
8 – PROPOSED 20-INCH WATER LINE A STA 20+00 TO 30+00
9 – PROPOSED 20-INCH WATER LINE A STA 30+00 TO 40+00
10 – PROPOSED 20-INCH WATER LINE A STA 40+00 TO 50+00
11 – PROPOSED 20-INCH WATER LINE A STA 50+00 TO 60+00
12 – PROPOSED 20-INCH WATER LINE A STA 60+00 TO 70+00
13 – PROPOSED 20-INCH WATER LINE A STA 70+00 TO 80+00
14 – PROPOSED 20-INCH WATER LINE A STA 80+00 TO 86+00
15 – PROPOSED 20-INCH WATER LINE A STA 86+00 TO END
16 – PROPOSED 6-INCH WATER LINE A1
17 – PROPOSED 6 & 8-INCH WATER LINE A2&3
18 – PROPOSED 8-INCH WATER LINE B STA 0+00 TO 9+00
19 – PROPOSED 8-INCH WATER LINE B STA 9+00 TO END
20 – PROPOSED WATER LINE B1 WATER SERVICE RECONNECTION
21 – PROPOSED 12-INCH WATER LINE C STA 0+00 TO 6+00
22 – PROPOSED 12-INCH WATER LINE C STA 6+00 TO END
23 – PROPOSED 8 & 12-INCH WATER LINE D STA 0+00 TO 10+00
24 – PROPOSED 8-INCH WATER LINE D STA 10+00 TO 20+00
25 – PROPOSED 8-INCH WATER LINE D STA 20+00 TO END
26 – PROPOSED 24-INCH WATER LINE E STA 0+00 TO 6+00
27 – PROPOSED 24-INCH WATER LINE E STA 6+00 TO END
28 – PROPOSED 20-INCH RECLAIMED WATER LINE STA 0+00 TO END
29 – CITY STANDARD DETAILS
30 – CITY STANDARD DETAILS 2
31 – CITY STANDARD DETAILS 3
32 – CITY STANDARD DETAILS 4
33 – CITY STANDARD DETAILS 5
34 – CITY STANDARD DETAILS 6
35 – CONSTRUCTION DETAILS 1
36 – EROSION CONTROL PLAN 1
37 – EROSION CONTROL PLAN 2
38 – EROSION CONTROL DETAILS
39 – PROPOSED SURFACE REPAIR (SHEET 1 OF 3)
40 – PROPOSED SURFACE REPAIR (SHEET 2 OF 3)
41 – PROPOSED SURFACE REPAIR (SHEET 3 OF 3)
42 – TCP (1-1)-18 TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK
43 – TCP (1-2)-18 TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL



Location Map
N.T.S.

TxDOT GENERAL NOTES:

1. BY SEALING AND SIGNING THESE PERMIT PLANS AS A PROFESSIONAL CIVIL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, I CERTIFY THAT THE PROPOSED DRIVEWAY OR PUBLIC STREET CONNECTION TO THE STATE ROADWAY MEETS OR EXCEEDS THE MINIMUM STOPPING SIGHT DISTANCE REQUIRED FOR A POSTED SPEED OF 45 MILES PER HOUR, BASED ON THE MOST RECENT TXDOT DESIGN MANUAL REQUIREMENTS.

2. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TXDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

Chris Igo

(CHRISTOPHER IGO, P.E. #120045)
*THE STANDARD TXDOT SHEETS, SPECIFICALLY IDENTIFIED IN THIS SHEET INDEX, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

CITY OFFICIALS:

MAYOR	GERARD HUDSPETH
COUNCIL MEMBERS:	
DISTRICT 1	VICKI BYRD
DISTRICT 2	BRIAN BECK
DISTRICT 3	JESSE DAVIS
DISTRICT 4	ALLISON MAGUIRE
AT LARGE PLACE 5	BRANDON MCGEE
AT LARGE PLACE 6	CHRIS WATTS

DIRECTOR OF WATER AND WASTEWATER UTILITIES	STEPHEN GAY
CITY ENGINEER	REBECCA DIVINEY, P.E.
PROGRAM MANAGER CAPITAL PROJECTS ENGINEERING	KYLE PEDIGO

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IGO
120045
LICENSED
PROFESSIONAL ENGINEER

Kimley»Horn
801 Cherry St, Suite 1300 Ft. Worth, TX 76102 P: 817-335-6511
TBPE No. 928 F: 817-335-5070

OCTOBER 2022

No.	Revision	By	Date
1	PIPE SIZE CHANGE TO REFLECT BID MATERIAL	CIR	10/12/2022

KH NO. 061024021

CITY OF DENTON, TEXAS – IH-35E-MAYHILL-UTILITY RELOCATIONS

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA, AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA (FOR LOCATING ALL UNDERGROUND FACILITIES FOR COORDINATION OF THE WORK WITH THE CITY OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION) FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. NOTIFY THE CITY OF DENTON TO LOCATE EXISTING CITY UTILITIES PRIOR TO CONSTRUCTION.
3. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT EXPLORER GAS, THOMAS MARTINEZ (918-493-5104) 48 HOURS PRIOR TO EXCAVATION.
4. CAUTION! BURIED GAS LINES EXIST ALONG THIS PROJECT. CONTACT ATMOS, OMAR CAMPOS (940-380-7463) 48 HOURS PRIOR TO EXCAVATION.
5. CAUTION! BURIED TELEPHONE CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: VERIZON (972-318-5260), GTE (940-381-9294), ZAYO (817-665-4702), AND AT&T (817-338-6013).
6. CAUTION! BURIED ELECTRIC CABLES EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE FRANCHISE 48 HOURS PRIOR TO EXCAVATION: COSERV (940-321-7800) AND DENTON MUNICIPAL ELECTRIC (940-349-8700).
7. CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO THE CITY AND ENGINEER.
8. CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION AT NO COST TO CITY.
9. ONLY THOSE ITEMS LISTED IN THE BID TABULATION WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE REQUIRED TO COMPLETE THE PROJECT. ALL OTHER WORK SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID, AND NO SEPARATE PAYMENT SHALL BE MADE.
10. THE CONTRACTOR SHALL NOTIFY THE CITY OF DENTON 48 HOURS PRIOR TO START OF ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL NOTIFY LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY.
12. CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRINGING SHALL BE NO MORE THAN ONE WEEK PRIOR TO PIPE LAYING. BACKFILL SHALL BE COMPLETED NO MORE THAN ONE DAY AFTER PIPE LAYING. CLEANUP AND SURFACE RESTORATION SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING. THE SITE SHALL BE KEPT CLEAN OF TRASH AT ALL TIMES. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN WITHHOLDING SOME OR ALL PAYMENT TO THE CONTRACTOR.
13. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES, ETC., FOR THE GUIDANCE AND PROTECTION OF TRAFFIC AND PEDESTRIANS SHALL CONFORM TO THE INSTALLATIONS AND LOCATIONS SHOWN IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), AS CURRENTLY AMENDED, AS PUBLISHED BY TEXAS DEPARTMENT OF TRANSPORTATION.
14. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON ALL OPEN-CUT ROADS AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
15. THE CONTRACTOR SHALL GIVE THE CITY 5 DAYS NOTICE IN ADVANCE OF THE TIME A STREET SIGN IS TO BE REMOVED TO CLEAR CONSTRUCTION OPERATIONS. AT NO TIME WILL THE CONTRACTOR REMOVE OR RELOCATE A STOP OR YIELD SIGN WITHOUT PRIOR APPROVAL BY THE CITY.
16. CONTRACTOR SHALL COORDINATE DRIVEWAY CLOSURES WITH PROPERTY OWNERS PRIOR TO BEGINNING WORK. DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES IF POSSIBLE. ACCESS SHALL BE MAINTAINED AT ALL TIMES. DEPTH OF DRIVEWAY REPAIR SHALL MATCH DEPTH OF EXISTING SURFACE.
17. THE CONTRACTOR SHALL PLAN HIS WORK SEQUENCE IN A MANNER THAT WILL CAUSE THE MINIMUM INTERFERENCE WITH TRAFFIC DURING CONSTRUCTION OPERATIONS. BEFORE BEGINNING WORK ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT A PLAN FOR CONSTRUCTION OPERATIONS OUTLINING, IN DETAIL, A SEQUENCE OF WORK TO BE FOLLOWED, SETTING OUT THE METHOD OF HANDLING TRAFFIC ALONG, ACROSS, AND ADJACENT TO THE WORK.
18. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE, COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATIONS TO CORRECT THE UNSATISFACTORY CONDITION.
19. TEMPORARY SIGNS WILL BE REQUIRED DURING CONSTRUCTION FOR THE EXISTING SIGNING WHICH INTERFERES WITH THE CONSTRUCTION. THE EXISTING SIGN FACES ON TEMPORALLY SUPPORTS MAY BE USED FOR THE TEMPORARY SIGNS AS LONG AS THEY ARE REMOVED AND ERECTED ON TEMPORARY MOUNTS ON THE SAME DAY. THE WARNING AND REGULATORY SIGNS MUST BE IN PLACE AT ALL TIMES AS APPLICABLE.
20. BARRICADES AND SIGNS SHALL BE PLACED IN SUCH A MANNER AS NOT TO INTERFERE WITH THE SIGHT DISTANCE OF DRIVERS ENTERING THE ROADWAYS OR SIDE STREETS. TO FACILITATE LANE SHIFTING, BARRICADES AND SIGNS USED IN LANE CLOSURES OR TRAFFIC STAGING MAY BE ERECTED AND MOUNTED ON PORTABLE SUPPORTS. THE DESIGN OF THESE SUPPORTS SHALL CONFORM TO TMUTCD AND ARE SUBJECT TO THE APPROVAL OF THE CITY.
21. THE CONTRACTOR WILL NOT BE PERMITTED TO COMMENCE WORK ON THE ROAD BEFORE SUNRISE AND SHALL ARRANGE HIS WORK SO THAT NO MACHINERY OR EQUIPMENT SHALL BE CLOSER THAN 30 FEET TO THE TRAVELED ROADWAY AFTER SUNSET EXCEPT AS AUTHORIZED BY THE CITY. THE CONTRACTOR IS REQUIRED TO ABIDE BY THE CITY OF DENTON NOISE ORDINANCE.
22. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS ON OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE.
23. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, TRENCHING, SHORING, AND SITE SAFETY.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE VERTICAL AND HORIZONTAL CONTROL THROUGHOUT THE PROJECT.
25. A MINIMUM COVER OF SIX FEET ABOVE PROPOSED TOP OF PIPE SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN IN THE CONSTRUCTION PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE PRECISE AND DETAILED PIPE LAYOUT IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR INFORMATION AND REVIEW. THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
26. THE MAXIMUM JOINT DEFLECTION SHALL NOT EXCEED 80% OF THE PIPE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION.
27. CONTRACTOR SHALL ENSURE A MINIMUM OF TEN FEET SEPARATION BETWEEN PROPOSED WATER LINE AND EXISTING PARALLEL SANITARY SEWER LINES AND MANHOLES.
28. THE CONTRACTOR SHALL STABILIZE ALL UNPAVED AREAS OF THE PROJECT WITH A MINIMUM 95% DENSITY OF VEGETATIVE COVER, UTILIZING THE ITEMS IN THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OUTSIDE OF THE EASEMENT LIMITS, INCLUDING RE-VEGETATION COSTS.
29. THE CONTRACTOR SHALL REMOVE ALL FENCES INTERFERING WITH CONSTRUCTION OPERATION WITHIN EASEMENTS AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH NEW FENCE OR UNDAMAGED ORIGINAL FENCING WITH PRIOR APPROVAL OF PROPERTY OWNER, UNLESS OTHERWISE NOTED IN THE PLANS.
30. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL DRAINAGE SWALES AND CULVERTS IMPACTED BY THE CONTRACTOR'S OPERATIONS. THE COST OF THIS WORK SHALL BE SUBSIDIARY TO THE VARIOUS ITEMS BID.
31. ANY TREES SHOWN IN THE PLANS FOR POTENTIAL REMOVAL MUST ALSO BE APPROVED FOR REMOVAL BY THE CITY. NO TREES MAY BE REMOVED OUTSIDE OF THE PERMANENT EASEMENT WITHOUT PRIOR WRITTEN APPROVAL. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO ANY TREES THAT HAVE NOT BEEN DESIGNATED FOR REMOVAL AND THE CONTRACT AMOUNT WILL BE REDUCED BY $1000 FOR EACH TREE WHICH IS REMOVED WHERE NOT AUTHORIZED.
32. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER. IN ADDITION, PLACEMENT OF SUCH FILL SHALL NOT ALTER EXISTING DRAINAGE PATTERNS.
33. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, WITHOUT WRITTEN PERMISSION FROM THE CITY OF DENTON. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST IF SO DIRECTED.
34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION. THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT DESIGNATES LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. STOCKPILES SHALL NOT BE ALLOWED WITHIN THE RIGHT-OF-WAY AND SHALL BE CONTAINED WITHIN THE PERMANENT AND TEMPORARY EASEMENTS.
35. THE CITY HAS ACQUIRED PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS SHOWN ON THE DRAWINGS. THE CONTRACTOR MAY ACQUIRE ADDITIONAL TEMPORARY CONSTRUCTION EASEMENTS AT HIS OWN COST, IF HE SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, HE SHALL PROVIDE COPIES OF THE WRITTEN AGREEMENT TO THE CITY AND THE ENGINEER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS. THE PLANS DEPICT THE LIMITS OF THE CONSTRUCTION AREA, GENERALLY CONSISTING OF THE TEMPORARY CONSTRUCTION EASEMENT AND ALL OR A PORTION OF THE PERMANENT WATER LINE EASEMENT. NO CONSTRUCTION ACTIVITY MAY BE CARRIED OUT WITHIN THAT PORTION OF A PERMANENT WATER LINE EASEMENT THAT FALLS OUTSIDE THE INDICATED LIMITS OF THE CONSTRUCTION AREA AS APPLICABLE.
36. REMOVE ROCK FROM THE DISTURBED AREAS SUCH THAT IT IS LEFT WITH NO MORE QUANTITY OR SIZE OF ROCK THAN THE ADJACENT LAND.
37. DAMAGE TO ANY EXISTING CULVERT OR CULVERT HEADWALL SHALL BE REPAIRED OR REPLACED, AS DETERMINED BY THE CITY, AT THE EXPENSE OF THE CONTRACTOR.
38. THE CONTRACTOR SHALL BACKFILL BORE PITS WITHIN 48 HOURS AFTER BORING IS COMPLETED.
39. AT EACH LOCATION WHERE THE PROPOSED WATER LINE TIES INTO AN EXISTING WATER LINE CONTRACTOR SHALL COORDINATE SHUT DOWNS 7 DAYS IN ADVANCE WITH CITY. THE EXISTING WATER LINE SHALL BE SHUT DOWN NO LONGER THAN 48 HOURS IN ORDER TO PERFORM THE CONNECTION.
40. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE LAWS AND REGULATIONS.
41. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN 15 FEET OF THE PROPOSED CONSTRUCTION, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
42. AT PROJECT COMPLETION, ALL AREAS AFFECTED BY THE CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. A LETTER OF RELEASE SHALL BE REQUIRED FROM EACH AFFECTED PROPERTY OWNER PRIOR TO FINAL ACCEPTANCE AND A FINAL INSPECTION AND APPROVAL BY THE CITY OF DENTON'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR SHALL LEAVE THE JOB SITE.
43. CONCRETE THRUST BLOCKING SHALL BE USED AT ALL HORIZONTAL AND VERTICAL BENDS, TEES, AND WYES, AS WELL AS ADDITIONAL RESTRAINT AS REQUIRED BY THE CONTRACT DOCUMENTS.

PROJECT SPECIFIC NOTES:

1. ALL MATERIALS SHALL USE DOMESTICALLY MANUFACTURED PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON TO INCORPORATE INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY - IN COMPLIANCE WITH THE BUY AMERICA PROVISIONS OF 23 CFR 635.410 AS AMENDED.
2. THE CONTRACTOR MAY BE REQUIRED TO USE TEMPORARY PLUGS AND/OR VALVES FOR SEQUENCING OF CONSTRUCTION AND TESTING OF PROPOSED WATER LINES. TEMPORARY PLUGS AND/OR VALVES SHALL BE CONSIDERED SUBSIDIARY TO THE PIPELINE INSTALLATION AND NO SEPARATE PAYMENT SHALL BE MADE.
3. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF PROPOSED CONNECTIONS PRIOR TO FABRICATION OF PROPOSED PIPING. VERIFICATION OF TIE-IN LOCATIONS SHALL BE SUBSIDIARY TO CONNECTION BID ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE.
4. ALL OUTLETS, APPURTENANCES, AND FITTINGS FOR DUCTILE IRON PIPE ALTERNATIVE SHALL BE MECHANICAL JOINT, EXCEPT WHERE NOTED OTHERWISE.
5. CORROSION PROTECTION REQUIREMENTS: THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND INSTALL THE FOLLOWING CORROSION PROTECTION SYSTEMS.

   DUCTILE IRON PIPE

   a. A CORROSION CONTROL SYSTEM CONSISTING 8-MIL V-BIO ENHANCED POLYETHYLENE ENCASEMENT, AND ZINC COATED PIPE IN ACCORDANCE WITH ISO 8179-1
   b. JOINT BONDING
   c. JOINT ISOLATION AT CONNECTIONS TO EXISTING NON-PVC PIPELINES
   d. ELECTRICAL ISOLATION AT CASED CROSSINGS
6. SEQUENCING: GENERALLY, THE CONTRACTOR SHALL BEGIN WORK ON WATER LINE D WORKING TOWARDS THE SOUTH DOWN TO THE EAST SIDE OF WATER LINE C AND THEN DOWN TO WATER LINE B. AFTER, CONTRACTOR SHALL MOVE TO THE WEST SIDE OF I-35 AND WORK BACK UP TO THE NORTH, INSTALLING WATER LINE A AND ULTIMATELY WATER LINE E.
7. IF HDPE IS THE PIPE MATERIAL SELECTED FOR THE 16" AND 20" LINES, THIS WILL REQUIRE AN UPSIZE IN DIAMETER TO 20" AND 24" DR-11 HDPE, RESPECTIVELY. GATE VALVES/APPURTENANCES ARE TO REMAIN AS THE SIZES SHOWN IN THE DRAWINGS, THEREFORE, REDUCERS WOULD BE REQUIRED TO TIE INTO THE SIZES SHOWN.

TxDOT STANDARD NOTES

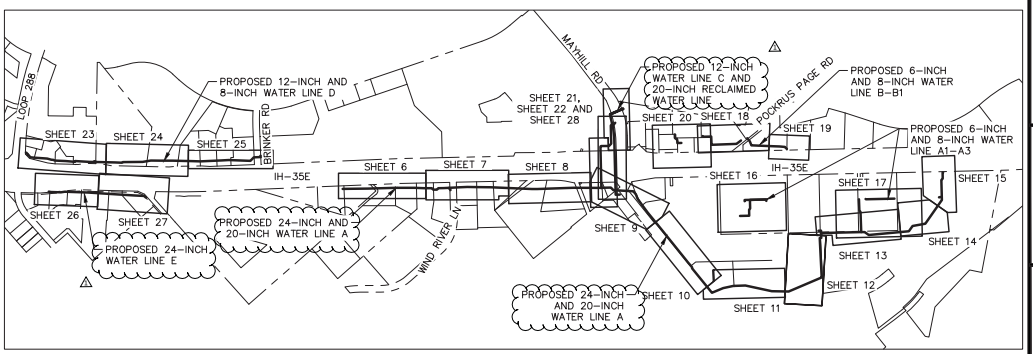
1. ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS SHALL GOVERN ON THIS PROJECT FOR ALL WORK WITHIN THE STATE RIGHT OF WAY.
3. TRAFFIC CONTROL MUST BE MAINTAINED THROUGHOUT THE DURATION OF WORK WITHIN TxDOT ROW.
4. THERE MAY BE TIMES WHERE INTERRUPTION OF A PARTICULAR CONSTRUCTION SEQUENCE MAY BE REQUIRED DUE TO COORDINATION WITH TXDOT OR OTHER UTILITY CONTRACTORS. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR SUCH INTERRUPTIONS, DELAYS, RE-MOBILIZATIONS, OR ANY OTHER ACTIVITIES RELATED TO THIS COORDINATION.
5. ALL DISTURBED ROW MUST BE RE-VEGETATED WITH SOD AND MAINTAINED UNTIL VEGETATION IS RE-ESTABLISHED.
6. ALL LANE CLOSURES MUST BE COORDINATED WITH BOTH TxDOT AND MUNICIPALITY INSPECTORS.
7. CONTRACTOR TO CONTACT TxDOT 48 HOURS PRIOR TO BEGIN CONSTRUCTION.
8. CONTRACTOR TO ENSURE MINIMUM DEPTH OF 60" FROM TOP OF CASING TO TOP OF GRADE IN TXDOT ROW AND THAT THE LENGTH OF ANY ENCASEMENT UNDER THE ROADWAY SHALL BE PROVIDED FROM TOP OF BACKSLOPE TO TOP OF BACKSLOPE FOR CUT SECTIONS, 5' BEYOND THE TOE OF SLOPE FOR FILL SECTIONS, AND 5' BEYOND THE FACE OF THE CURB FOR CURB SECTIONS.
9. CONTRACTOR SHALL MAINTAIN A 24" MINIMUM CLEARANCE FROM HIGHWAY STRUCTURES AND ALL OTHER EXISTING UTILITIES (UNLESS MORE IS REQUIRED).

LEGEND:

X" WL	EXISTING WATER LINE
X" SS	EXISTING SANITARY SEWER LINE
X" SD	EXISTING STORM SEWER LINE
X" G	EXISTING GAS LINE
OHE DME	EXISTING DENTON MUNICIPAL OVERHEAD ELECTRIC
OHE CSV	EXISTING COSERV OVERHEAD ELECTIRC
UGE	EXISTING UNDERGROUND ELECTRIC
COMM	EXISTING COMMUNICATION LINE
	EXISTING CURB
	EXISTING GUARD RAIL/PIPE FENCE
	EXISTING BRICK/WOODEN FENCE
	EXISTING BARBED WIRE FENCE
	PROPOSED WATER LINE
PUGE	PROPOSED UNDERGROUND DENTON MUNICIPAL ELECTRIC
RE: A/B	REFERENCE FIGURE A ON SHEET B
	PROPOSED WATER LINE IN STEEL CASING PIPE
	PROPOSED WATER GROUT FILL AND ABANDON
	PROPOSED WATER LINE REMOVAL
	PROPOSED WATER LINE TO BE ABANDONED IN PLACE
W	EXISTING WATER MANHOLE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING WATER ISOLATION VALVE

	EXISTING ROW
	PROPOSED ROW
	PROPOSED EASEMENT
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED METER
	PROPOSED FIRE HYDRANT
	PROPOSED WATER ISOLATION VALVE
	PROPOSED METER
	PROPOSED REDUCER
	EXISTING SIGN
	EXISTING GUY WIRE
	EXISTING TREE
	CONTROL POINT
	BENCHMARK
W	UTILITY MARKER
	EXISTING ASPHALT PAVEMENT
	EXISTING GRAVEL PAVEMENT
	EXISTING GRAVEL AND ASPHALT PAVEMENT
66	EXISTING TxDOT PARCEL NUMBER

GRAPHIC SCALE IN FEET
0 375 750 1500
FOR 11"X17" 1"=1500'



Kimley»Horn
12700 Park Central Drive, Suite 1800 Dallas, Texas 75251
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER DCE CHANGE TO PROJECT BID MATERIAL	CPI	10/31/2022

10/31/2022
CHRISTOPHER P. IRWIN
103570
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

GENERAL NOTES

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
2

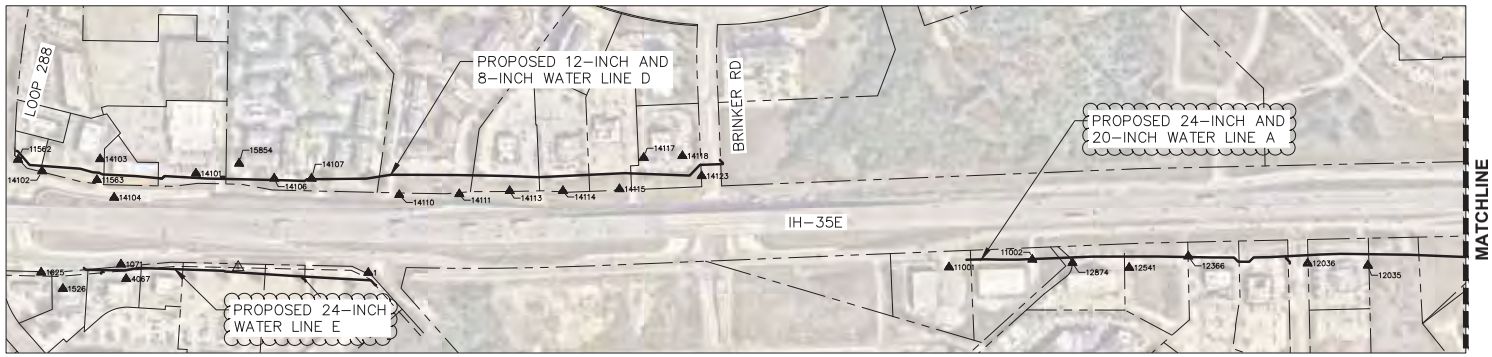
K:\FTW_Utilities\061024039-IH--35E-Mayhill--Utilities\CADD\SHEETS\2_GENERAL NOTES.dwg 10/12/2022 12:11 PM

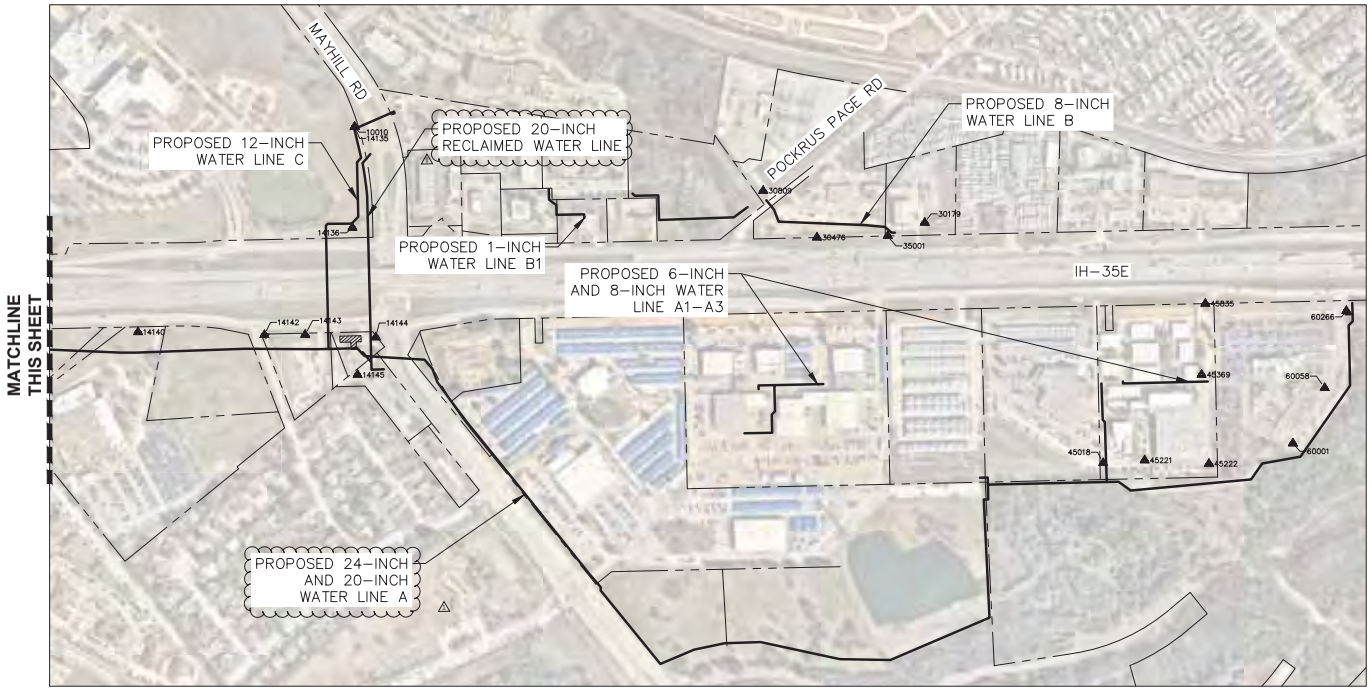
LEGEND:

PROPOSED WATER LINE

EXISTING CONTROL POINT

GRAPHIC SCALE IN FEET
0 125 250 500
FOR 11"X17" 1"=500'





CONTROL POINT TABLE				
Point #	Northing	Easting	Elevation	Description
1	7116278.54	2395342.59	678.88	CP SIR 12
1071	7116955.14	2394611.86	660.43	CP NLS
1526	7117033.78	2394370.85	665.30	CP NLS
1625	7117140.67	2394347.86	660.73	CP NLS
2133	7117281.16	2394127.11	667.85	CP NLS
4067	7116897.10	2394589.18	663.29	CP XS
10010	7113316.94	2400232.03	626.82	CP XS
11001	7114765.99	2397124.21	643.67	CP XS
11002	7114570.26	2397398.11	630.94	CP XS
11562	7117545.18	2394574.92	659.67	CP XS
11563	7117275.40	2394761.12	671.35	CP XS
12035	7113668.20	2398403.37	648.94	CP XS
12036	7113833.58	2398225.91	645.83	CP XS
12366	7114169.25	2397881.13	640.37	CP XS
12541	7114289.97	2397671.39	631.04	CP XS
12874	7114453.56	2397511.26	630.54	CP XS
14101	7117034.41	2395079.69	686.62	CP XS
14102	7117446.40	2394617.33	662.66	CP XS
14103	7117330.53	2394826.10	673.54	CP XS
14104	7117176.48	2394766.99	672.18	CP XS
14106	7116813.10	2395304.67	689.75	CP XS
14107	7116714.21	2395418.17	687.07	CP XS
14110	7116433.91	2395641.92	674.87	CP XS
14111	7116278.20	2395826.89	682.31	CP XS
14113	7116154.86	2395988.13	683.52	CP XS
14114	7116014.95	2396150.55	674.64	CP XS
14115	7115871.38	2396327.20	660.70	CP XS
14117	7115903.03	2396483.65	656.24	CP XS
14118	7115806.65	2396606.16	652.28	CP XS
14123	7115694.80	2396611.76	641.25	CP XS
14135	7113316.94	2400232.03	626.98	CP XS
14136	7113015.62	2399959.85	619.57	CP XS
14140	7113262.64	2399032.67	638.85	CP XS
14142	7112920.90	2399409.58	623.91	CP XS
14143	7112814.70	2399534.38	622.08	CP XS
14144	7112620.76	2399742.38	621.30	CP XS
14145	7112554.46	2399588.15	621.27	CP XS
15854	7116951.08	2395236.93	692.55	CP XS
30179	7111523.91	2401714.86	616.10	CP XS
30476	7111762.66	2401347.91	612.73	CP XS
30809	7112046.70	2401307.32	607.02	CP XS
35001	7111580.68	2401567.36	617.17	CP XS
45018	7110322.60	2401624.82	603.66	CP XS
45221	7110221.52	2401758.33	603.09	CP XS
45222	7110041.69	2401945.03	602.70	CP XS
45369	7110332.27	2402157.35	603.36	CP XS
45835	7110538.47	2402355.53	599.62	CP XS
60001	7109882.70	2402254.14	594.74	CP XS
60058	7109967.35	2402496.56	595.87	CP XS
60266	7110145.13	2402765.78	593.84	CP XS

SHEET NOTES:

1. HORIZONTAL COORDINATES SHOWN HEREON ARE IN U.S. SURVEY FEET, AND ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS NORTH CENTRAL ZONE 4202 WITH THE DENTON COUNTY SCALE FACTOR 0.999849393 APPLIED (SURFACE*0.999849393 = GRID VALUE).

Kimley»Horn
1720 W. Pipe Line Rd, Suite 200
Euless, TX 76040
801 Cherry St, Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	ADD SOUTHWEST BENCHMARK	CPI	10/12/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
REGISTERED PROFESSIONAL ENGINEER

CITY OF DENTON

IH-35E MAYHILL
UTILITY RELOCATIONS

PROJECT CONTROL AND BENCHMARKS

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
3

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\3_CONTROL POINTS AND BENCHMARKS.dwg 10/12/2022 12:11 PM

WATER ABANDONMENT			
Point #	Northing	Easting	Description
1	7117573.98	2394590.63	BEGIN 12" WL ABANDONMENT BY GROUT FILL
2	7117377.29	2394691.61	END 12" WL ABANDONMENT BY GROUT FILL AND BEGIN 12" WL REMOVAL
3	7116943.19	2395147.85	END 12" WL REMOVAL
4	7116943.44	2395153.04	BEGIN 8" WL REMOVAL
5	7115565.08	2396693.80	END 8" WL REMOVAL
6	7115654.08	2396579.15	END 8" WL REMOVAL AND BEGIN 8" GROUT FILL
7	7115606.97	2396639.45	END 8" WL GROUT FILL AND BEING 8" WL REMOVAL
8	7117271.55	2394769.28	BEGIN 8" WL REMOVAL AND REMOVE 8" GATE VALVE
9	7117282.33	2394783.75	END 8" WL REMOVAL
10	7117102.93	2394947.14	BEGIN 6" WL REMOVAL AND REMOVE 6" GATE VALVE
11	7117113.67	2394956.59	END 6" WL REMOVAL
12	7116954.59	2395134.08	BEGIN 6" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
13	7116944.96	2395154.55	END 6" WL REMOVAL AND REMOVE 6" GATE VALVE
14	7116870.84	2395186.35	BEGIN 6" WL REMOVAL AND REMOVE 6" GATE VALVE
15	7116892.00	2395206.60	END 6" WL REMOVAL
16	7116785.31	2395317.35	END 6" WL REMOVAL
17	7116758.72	2395294.20	BEGIN 6" WL REMOVAL
18	7116624.03	2395437.34	BEGIN 6" WL REMOVAL
19	7116657.44	2395465.55	END 6" WL REMOVAL
20	7116509.12	2395561.92	BEGIN 6" WL REMOVAL
21	7116545.33	2395605.16	END 6" WL REMOVAL
22	7116544.14	2395685.37	END 8" WL REMOVAL
23	7116480.79	2395592.18	BEGIN 8" WL REMOVAL
24	7116118.28	2396146.30	END 8" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
25	7116067.31	2396074.25	BEGIN 8" WL REMOVAL
26	7115691.16	2396706.79	END 8" WL REMOVAL
27	7115607.31	2396640.43	BEGIN 8" WL REMOVAL
28	7115653.69	2396673.01	REMOVE FH AND 6" VALVE
29	7116034.02	2396123.03	REMOVE FH AND 6" VALVE
30	7116069.13	2396075.98	REMOVE 8" GATE VALVE
31	7116193.94	2395934.81	REMOVE FH AND 6" VALVE
32	7116227.63	2395886.29	REMOVE 8" GATE VALVE
33	7116421.87	2395663.93	REMOVE FH AND 6" VALVE
34	7116512.33	2395686.47	REMOVE FH AND 6" VALVE
35	7116507.34	2395563.81	REMOVE FH AND 6" VALVE
36	7116866.22	2395191.03	REMOVE 8" GATE VALVE

WATER ABANDONMENT			
Point #	Northing	Easting	Description
37	7116923.30	2395133.28	REMOVE 8" GATE VALVE
38	7116946.65	2395143.68	REMOVE 12" GATE VALVE
39	7117090.96	2394951.18	REMOVE FH AND 6" VALVE
40	7116625.77	2395439.15	REMOVE 6" GATE VALVE
41	7117286.57	2394732.02	REMOVE FH AND 6" VALVE
42	7117542.29	2394571.15	REMOVE FH AND 6" VALVE
43	7116893.68	2395173.65	REMOVE FH AND 6" VALVE
44	7116492.81	2395605.89	REMOVE CONCRETE WATER VAULT AND SALVAGE WATER METER
45	7115883.99	2396291.34	BEGIN 6" WL REMOVAL
46	7115906.18	2396310.60	REMOVE 6" GATE VALVE
47	7115926.04	2396327.83	END 6" WL REMOVAL
48	7115833.90	2396350.22	REMOVE 8" GATE VALVE

WATER ABANDONMENT			
Point #	Northing	Easting	Description
49	7117275.38	2394765.92	REMOVE 12" GATE VALVE
53	7117163.55	2394863.51	REMOVE WATER METER
54	7117174.23	2394878.92	REMOVE WATER METER
55	7116625.65	2395452.46	REMOVE WATER METER
56	7116447.81	2395636.20	REMOVE WATER METER
57	7117281.31	2394765.09	SALVAGE WATER METER
58	7117490.13	2394607.55	REMOVE WATER METER
59	7117442.68	2394643.35	REMOVE WATER METER

SEWER ABANDONMENT			
Point #	Northing	Easting	Description
50	7115648.52	2396626.01	REMOVE SS MH
51	7115674.29	2396593.96	BEGIN 8" SS GROUT FILL
52	7115815.25	2396758.17	END 8" SS GROUT FILL
98	7113797.10	2398208.20	END 12" SS GROUT FILL
99	7113900.66	2398174.40	BEGIN 12" SS GROUT FILL
100	7113842.25	2398245.50	REMOVE SS MH

WATER ABANDONMENT			
Point #	Northing	Easting	Description
60	7117039.46	2394493.88	BEGIN 14" WL REMOVAL
61	7116998.06	2394544.95	BEGIN 8" WL REMOVAL
62	7116992.36	2394539.65	END 8" WL REMOVAL
63	7116996.43	2394543.44	REMOVE 8" GATE VALVE
64	7116467.94	2395175.90	BEGIN 8" WL REMOVAL
65	7116465.04	2395173.10	REMOVE 8" GATE VALVE
66	7116423.65	2395134.57	END 8" WL REMOVAL
67	7116353.19	2395296.05	REMOVE 2" AIR RELEASE VALVE
68	7116230.07	2395338.49	REMOVE 14" GATE VALVE
69	7116226.89	2395338.34	END 14" WL REMOVAL

LEGEND

PROPOSED UTILITY GROUT FILL AND ABANDON

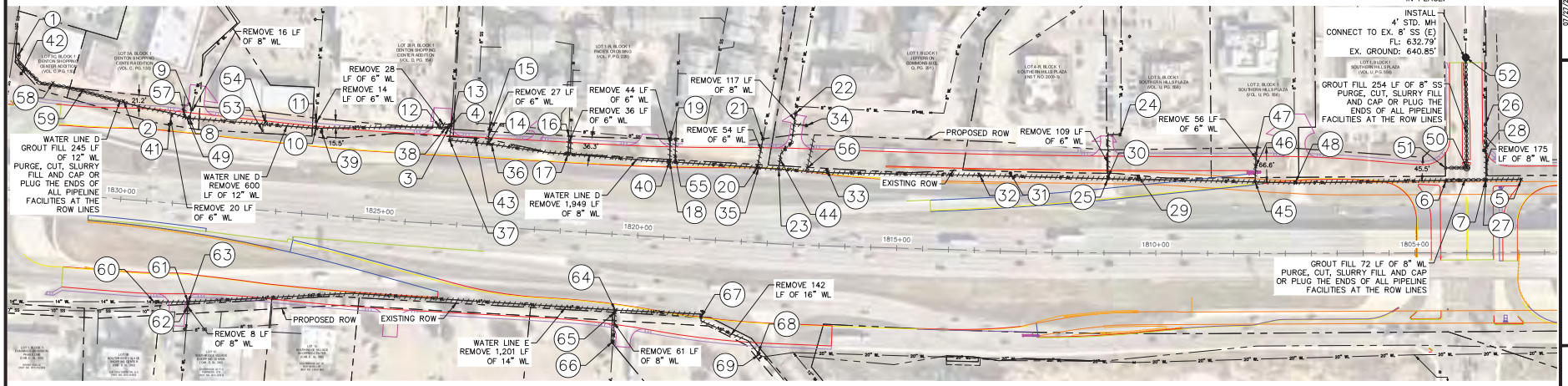
PROPOSED UTILITY LINE REMOVAL

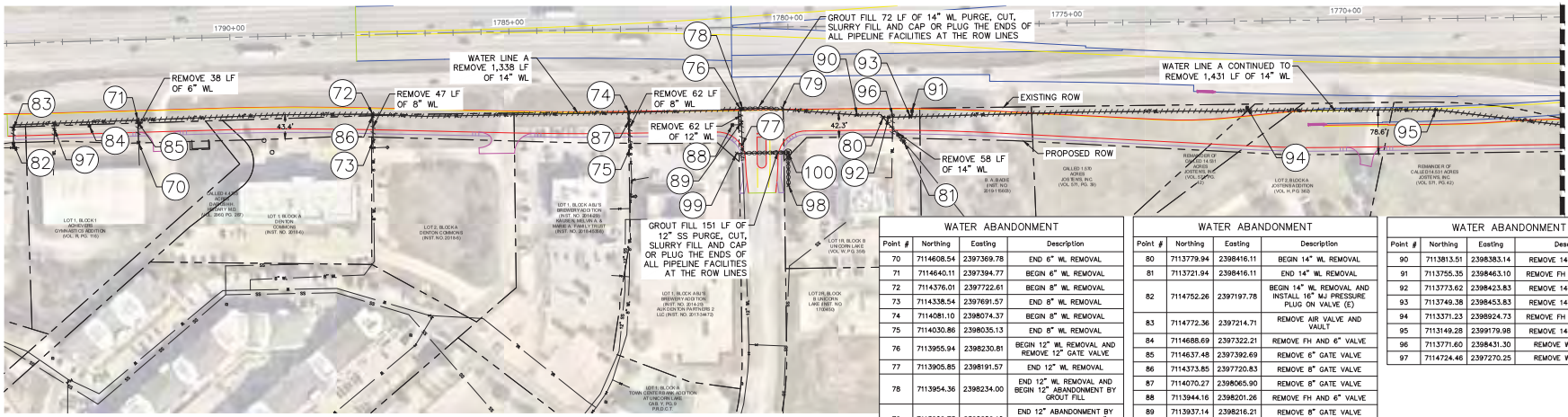
PROPOSED UTILITY LINE TO BE ABANDONED IN PLACE

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=100'

SHEET NOTES:

1. WATER SERVICE LINES 3" AND SMALLER MAY BE CAPPED AND LEFT IN PLACE.
2. ALL UTILITY LINES 4" AND GREATER THAT REMAIN IN TXDOT ROW ARE TO BE REMOVED OR PURGE, CUT, SLURRY FILL AND CAP, OR PLUG THE ENDS OF ALL PIPELINE FACILITIES AT THE ROW LINES. ALL OTHER LINES SHOWN TO BE ABANDONED OUTSIDE OF TXDOT ROW MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE.





WATER ABANDONMENT			
Point #	Northing	Easting	Description
70	7114608.54	2397369.78	END 6" WL REMOVAL
71	7114640.11	2397394.77	BEGIN 6" WL REMOVAL
72	7114376.01	2397722.61	BEGIN 8" WL REMOVAL
73	7114338.54	2397691.57	END 8" WL REMOVAL
74	7114081.10	2398074.37	BEGIN 8" WL REMOVAL
75	7114030.86	2398035.13	END 8" WL REMOVAL
76	7113955.94	2398230.81	BEGIN 12" WL REMOVAL AND REMOVE 12" GATE VALVE
77	7113905.85	2398191.57	END 12" WL REMOVAL
78	7113954.36	2398234.00	END 12" WL REMOVAL AND BEGIN 12" ABANDONMENT BY GROUT FILL
79	7113909.73	2398289.10	END 12" ABANDONMENT BY GROUT FILL AND BEGIN 12" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
80	7113779.94	2398416.11	BEGIN 14" WL REMOVAL
81	7113721.94	2398416.11	END 14" WL REMOVAL
82	7114752.26	2397197.78	BEGIN 14" WL REMOVAL AND INSTALL 16" MJ PRESSURE PLUG ON VALVE (E)
83	7114772.36	2397214.71	REMOVE AIR VALVE AND VAULT
84	7114688.69	2397322.21	REMOVE FH AND 6" VALVE
85	7114637.48	2397392.69	REMOVE 6" GATE VALVE
86	7114373.85	2397720.83	REMOVE 8" GATE VALVE
87	7114070.27	2398065.90	REMOVE 8" GATE VALVE
88	7113944.16	2398201.26	REMOVE FH AND 6" VALVE
89	7113937.14	2398216.21	REMOVE 8" GATE VALVE

WATER ABANDONMENT			
Point #	Northing	Easting	Description
90	7113813.51	2398383.14	REMOVE 14" GATE VALVE
91	7113755.35	2398463.10	REMOVE FH AND 6" VALVE
92	7113773.62	2398423.83	REMOVE 14" GATE VALVE
93	7113749.38	2398453.83	REMOVE 14" GATE VALVE
94	7113371.23	2398924.73	REMOVE FH AND 6" VALVE
95	7113149.28	2399179.98	REMOVE 14" GATE VALVE
96	7113771.60	2398431.30	REMOVE WATER METER
97	7114724.46	2397270.25	REMOVE WATER METER

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
LICENSED PROFESSIONAL ENGINEER

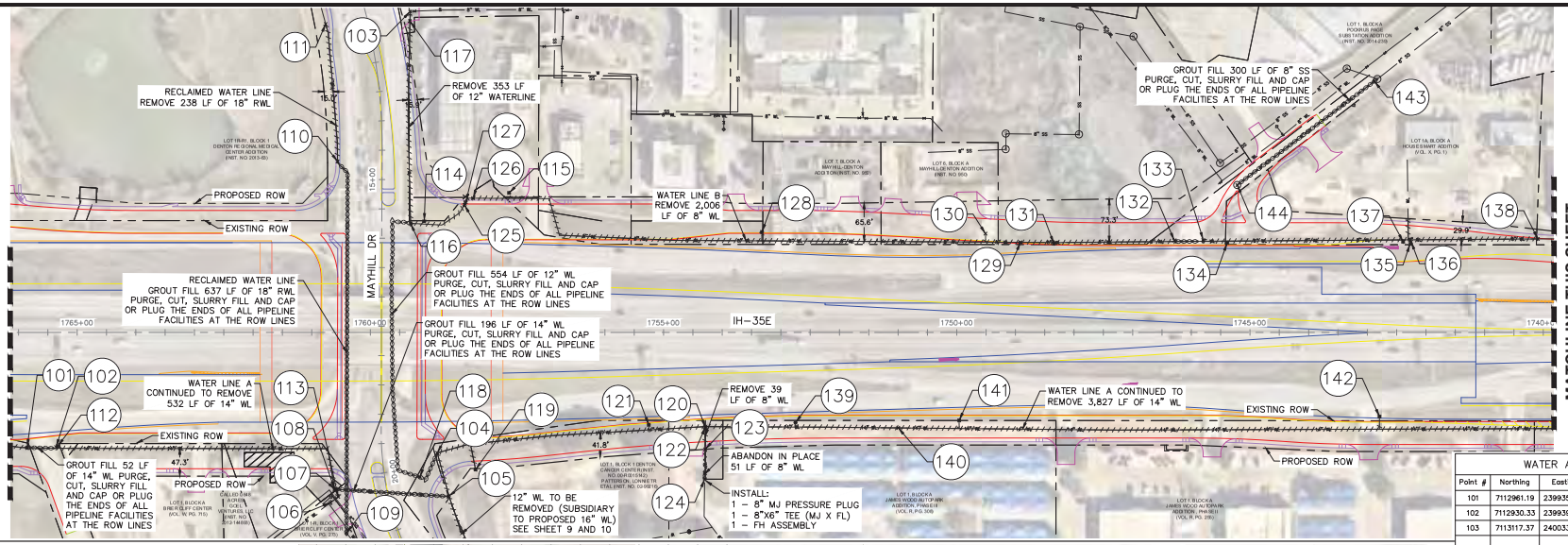
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED UTILITY ABANDONMENT
(SHEET 1 OF 2)

DATE:	JULY 2022	CPI
DESIGN:		NDCH
DRAWN:		JRA
CHECKED:		
KHA NO.:		061024039

SHEET
4

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\3_ABANDON-WL.dwg 7/29/2022 8:22 AM



SEWER ABANDONMENT			
Point #	Northing	Easting	Description
143	7111977.96	2401524.13	BEGIN 8" SS ABANDONMENT BY GROUT FILL
144	7111990.59	2401231.18	REMOVE SS MH AND END 8" SS ABANDONMENT BY GROUT FILL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
145	7111186.87	2401562.33	REMOVE FH AND 6" VALVE
146	7111016.90	2401766.93	REMOVE FH AND 6" VALVE
147	7110995.64	2401782.63	BEGIN 12" WL REMOVAL
148	7110994.12	2401775.30	REMOVE 12" GATE VALVE
149	7110985.71	2401734.96	END 12" WL REMOVAL AND BEGIN 12" ABANDON IN PLACE
150	7110894.29	2401391.36	REMOVE 12" GATE VALVE
151	7110604.59	2401213.28	END 8" WL ABANDON IN PLACE
152	7110818.81	2401389.75	REMOVE 8" GATE VALVE
153	7110833.59	2401405.20	BEGIN 8" WL ABANDON IN PLACE
154	7110312.64	2401524.50	END 8" WL ABANDON IN PLACE W/ ABANDONMENT PLUG
155	7110828.85	2401993.59	REMOVE FH AND 6" VALVE
156	7110778.14	2401991.10	END 8" WL REMOVAL AND BEGIN 8" ABANDON IN PLACE
157	7110804.17	2402013.08	BEGIN 8" WL REMOVAL AND REMOVE 8" GATE VALVE
158	7110582.18	2401823.42	END 8" WL ABANDON IN PLACE AND INSTALL 8" PRESSURE PLUG
159	7110705.03	2402141.35	REMOVE FH AND 6" VALVE
160	7110570.29	2402307.32	REMOVE FH AND 6" VALVE
161	7110511.71	2402309.15	END 6"WL ABANDONMENT BY GROUT FILL AND BEGIN 6" ABANDON IN PLACE
162	7110539.11	2402331.42	BEGIN 6" WL ABANDONMENT BY GROUT FILL
163	7110538.97	2402331.67	REMOVE 6" GATE VALVE
164	7110301.61	2402163.48	END 6" WL ABANDON IN
165	7110171.60	2402782.65	BEGIN 8" WL REMOVAL AND REMOVE 8" GATE VALVE
166	7110143.07	2402758.81	END 8" WL REMOVAL AND BEGIN 8" ABANDON IN PLACE
167	7109798.76	2401646.45	END 8" WL ABANDON IN PLACE AND INSTALL RESTRAINED PLUG ON 8" GATE VALVE
168	7110154.40	2402803.26	END 14" WL REMOVAL

WATER ABANDONMENT			
Point #	Northing	Easting	Description
101	7112961.19	2399355.98	BEGIN 12" WL REMOVAL
102	7112930.33	2399394.65	BEGIN 12" WL REMOVAL
103	7113117.37	2400332.85	END 12" WL REMOVAL
104	7112508.41	2399889.09	END 8" WL ABANDONMENT BY GROUT FILL AND BEGIN 12" WL REMOVAL
105	7112439.31	2399856.31	END 14" WL REMOVAL AND REMOVE 12" GATE VALVE
106	7112559.13	2399694.89	END 8" WL REMOVAL
107	7112571.41	2399715.75	REMOVE 12" GATE VALVE
108	7112572.25	2399714.85	BEGIN 8" WL REMOVAL
109	7112501.88	2399682.89	BEGIN 18" RWL ABANDONMENT BY GROUT FILL
110	7112999.52	2400074.76	END 18" RWL ABANDONMENT BY GROUT FILL AND BEGIN 18" REMOVAL AND REMOVE 18" GATE VALVE
111	7113192.84	2400208.40	END 18" RWL REMOVAL
112	7112929.80	2399398.04	REMOVE FH AND 6" VALVE
113	7112558.31	2399711.29	REMOVE 8" GATE VALVE
114	7112826.63	2400123.46	REMOVE FH AND 6" VALVE
115	7112771.77	2400265.89	REMOVE FH AND 6" VALVE
116	7112838.78	2400103.39	BEGIN 8" WL ABANDONMENT BY GROUT FILL
117	7113105.18	2400322.34	REMOVE 12" GATE VALVE
118	7112495.35	2399839.98	REMOVE 12" GATE VALVE
119	7112444.93	2399921.42	REMOVE FH AND 6" VALVE
120	7112249.82	2400268.95	REMOVE 8" GATE VALVE
121	7112315.23	2400197.51	REMOVE FH AND 6" VALVE
122	7112251.35	2400270.23	BEGIN 8" WL REMOVAL
123	7112221.96	2400245.10	END 8" WL REMOVAL AND BEGIN 8" ABANDON IN PLACE
124	7112183.04	2400211.93	END 8" WL REMOVAL
125	7112804.49	2400194.07	REMOVE 8" GATE VALVE
126	7112803.93	2400212.90	REMOVE 8" GATE VALVE
127	7112806.66	2400199.00	REMOVE 8" GATE VALVE
128	7112445.64	2400555.84	REMOVE FH AND 6" VALVE
129	7112151.04	2400884.28	REMOVE 8" GATE VALVE
130	7112200.56	2400847.61	REMOVE WATER METER
131	7112113.03	2400926.66	REMOVE FH AND 6" VALVE
132	7111986.45	2401088.28	BEGIN 12" WL REMOVAL
133	7111955.44	2401126.85	BEGIN 12" WL REMOVAL
134	7111925.67	2401155.25	REMOVE FH AND 6" VALVE
135	7111725.53	2401394.36	REMOVE WATER METER
136	7111727.31	2401398.16	REMOVE WATER METER
137	7111735.78	2401387.57	REMOVE FH AND 6" VALVE
138	7111593.20	2401567.80	END 8" WL REMOVAL
139	7112158.69	2400392.57	REMOVE FH AND 6" VALVE
140	7112040.32	2400522.10	REMOVE 14" GATE VALVE
141	7111983.75	2400610.23	REMOVE FH AND 6" VALVE
142	7111532.03	2401166.72	REMOVE FH AND 6" VALVE

Kimley»Horn
1700 Pacific Ave., Suite 2600 Dallas, TX 75201
601 Cherry St., Suite 1000 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103734
LICENSED PROFESSIONAL ENGINEER

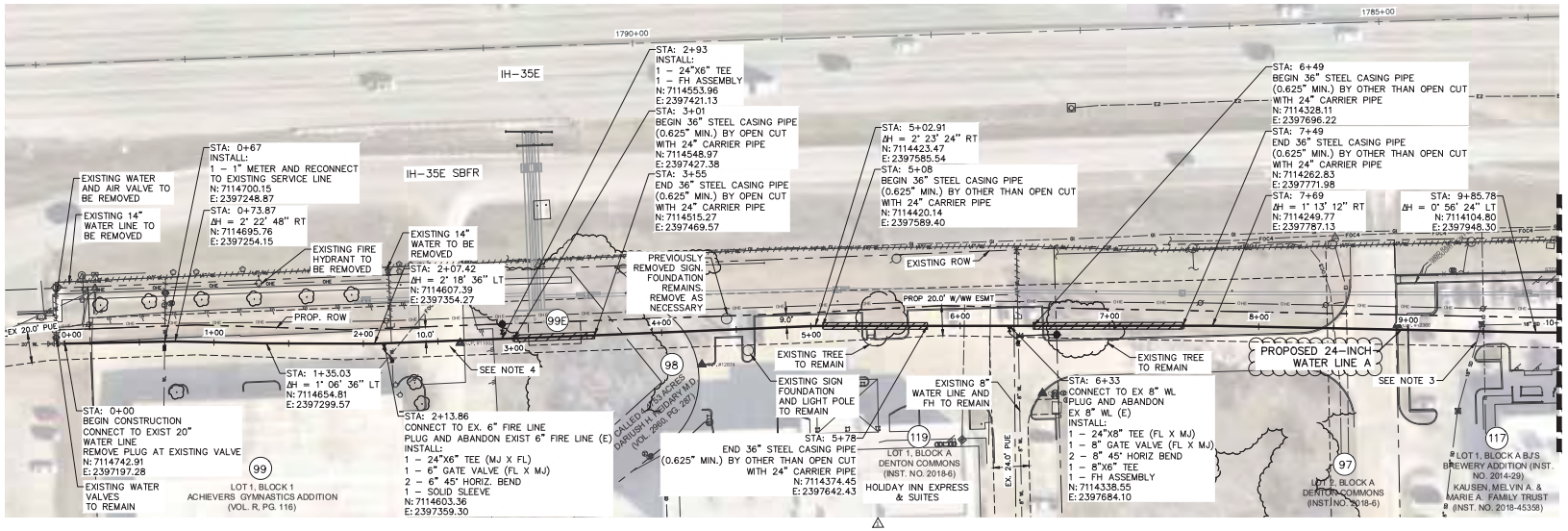
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED UTILITY ABANDONMENT
(SHEET 2 OF 2)

DATE:	JULY 2022	CPI
DESIGN:		NDCH
DRAWN:		JRA
CHECKED:		
KHA NO.:		061024039

SHEET
5

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\3_ABANDON-WL.dwg 8/5/2022 8:39 AM

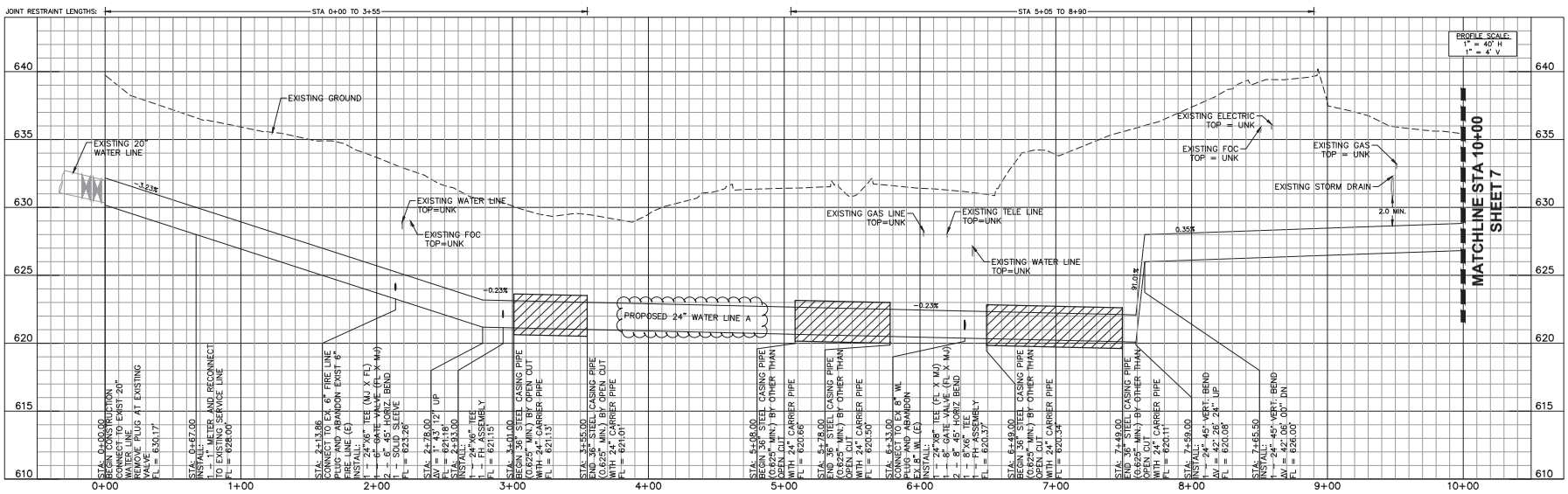


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. REPAIR AND REPLACE ANY DAMAGED PRIVATE STORM DRAIN LATERALS AND INLETS.
4. CONTRACTOR TO COORDINATE WITH ACHIEVERS GYMNASTICS ON TIMING OF EXCAVATION AND SURFACE REPAIR. PROVIDE STEEL TRENCH PLATES AS NECESSARY OR PROVIDE TEMPORARY DRIVEWAY FOR ACCESS TO PROPERTY.

PROPOSED 24-INCH WATER LINE A STA 00+00 TO 10+00



No.	Revision	By	Date
1	PER RECHANGE TO PROJECT RESPONSIBILITY	CPI	10/12/2022

Kimley»Horn
1700 Pacific Ave., Suite 2600 Dallas, TX 75201
601 Cheery St., Suite 2000 Ft. Worth, TX 76102

10/12/2022
CHRISTOPHER P. IRWIN
103570
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

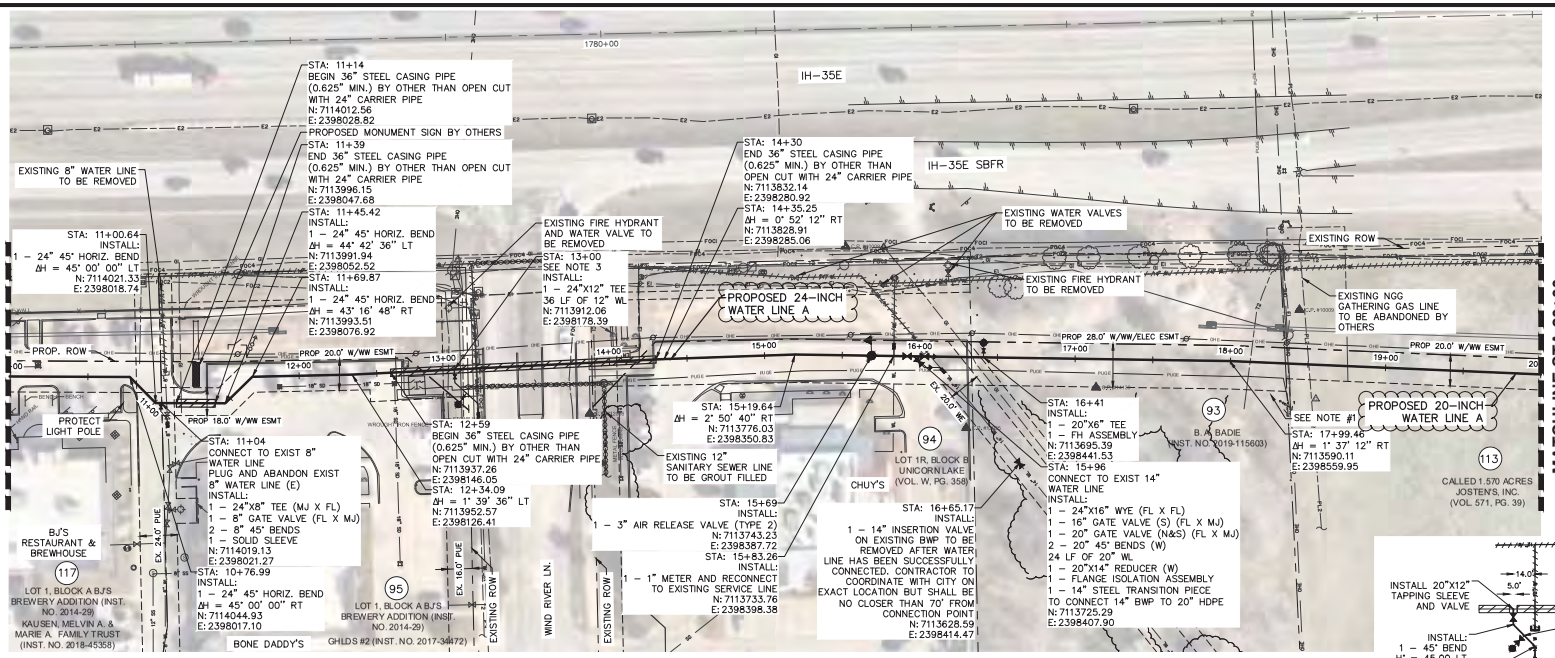
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 24-INCH WATER LINE A
STA 00+00 TO 10+00

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

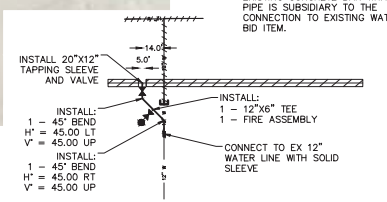
SHEET
6

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/12/2022 1:28 PM

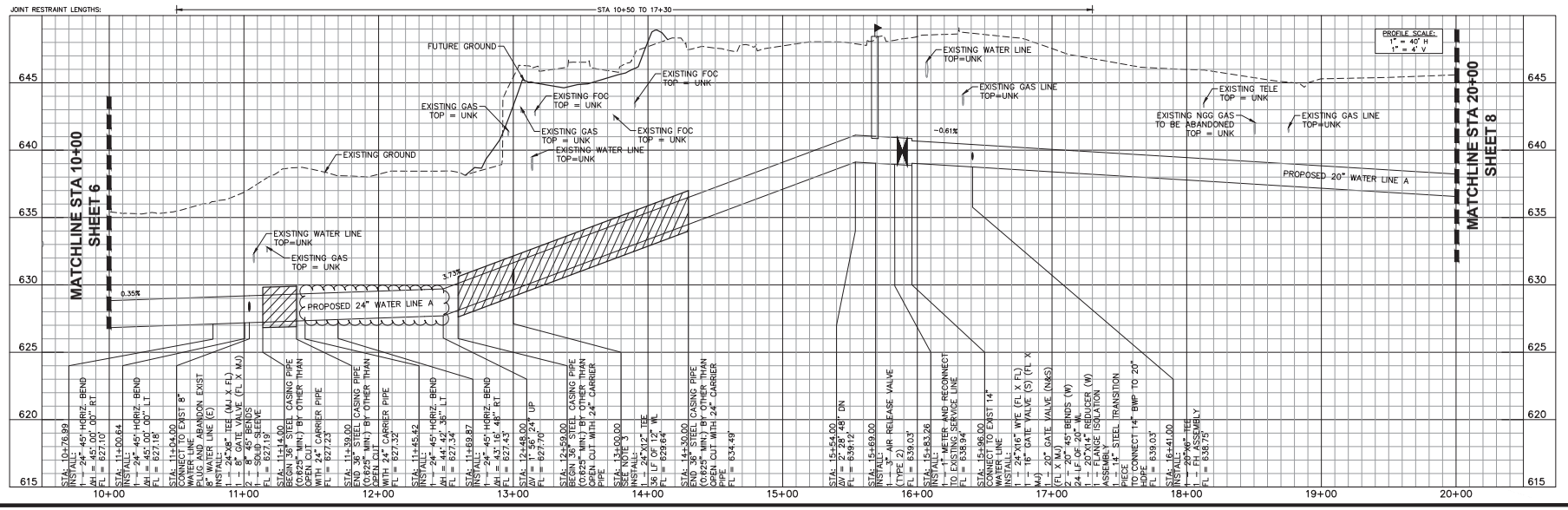


SHEET NOTES:

1. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING ACROSS PARCEL 93 AND COORDINATE WITH PROPERTY OWNER'S NEEDS. WORK IS SUBSIDIARY TO PIPE INSTALLATION.
2. FOR PARCELS 93 AND 94, SITE FENCING SHALL BE STAGED SUCH THAT ADJACENT PROPERTIES REMAIN FENCED AT ALL TIMES. TEMPORARY FENCING WILL BE REQUIRED TO BE INSTALLED ALONG TEMPORARY CONSTRUCTION EASEMENT AND MUST BE MAINTAINED.
3. SEE DETAIL BELOW. AFTER COMPLETION OF BORE AND INSTALLATION OF CARRIER PIPE EXPOSE 36" CASING AND CUT OUT 5 LF.
4. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
5. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM. LOCATE EXISTING 14" PRIOR TO CONNECTION. PROPOSED INSERTION VALVE ON EXISTING CONCRETE BAR WRAPPED PIPE IS SUBSIDIARY TO THE CONNECTION TO EXISTING WATER LINE BID ITEM.



PROPOSED 24 & 20-INCH WATER LINE A STA 10+00 TO 20+00



No.	Revision	By	Date
1	SCHEMATIC DESCRIPTION AND ALIGNMENT UPDATES	CPI	08/31/2022
2	90% SUBMITTAL	CPI	10/12/2022
3	90% SUBMITTAL COMMENTS, NO PROJECT BID MATERIAL		

Kimley»Horn
1700 Pacific Ave., Suite 2600 Dallas, TX 75201
601 Cheery St., Suite 2000 Ft. Worth, TX 76102

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
LICENSED PROFESSIONAL ENGINEER

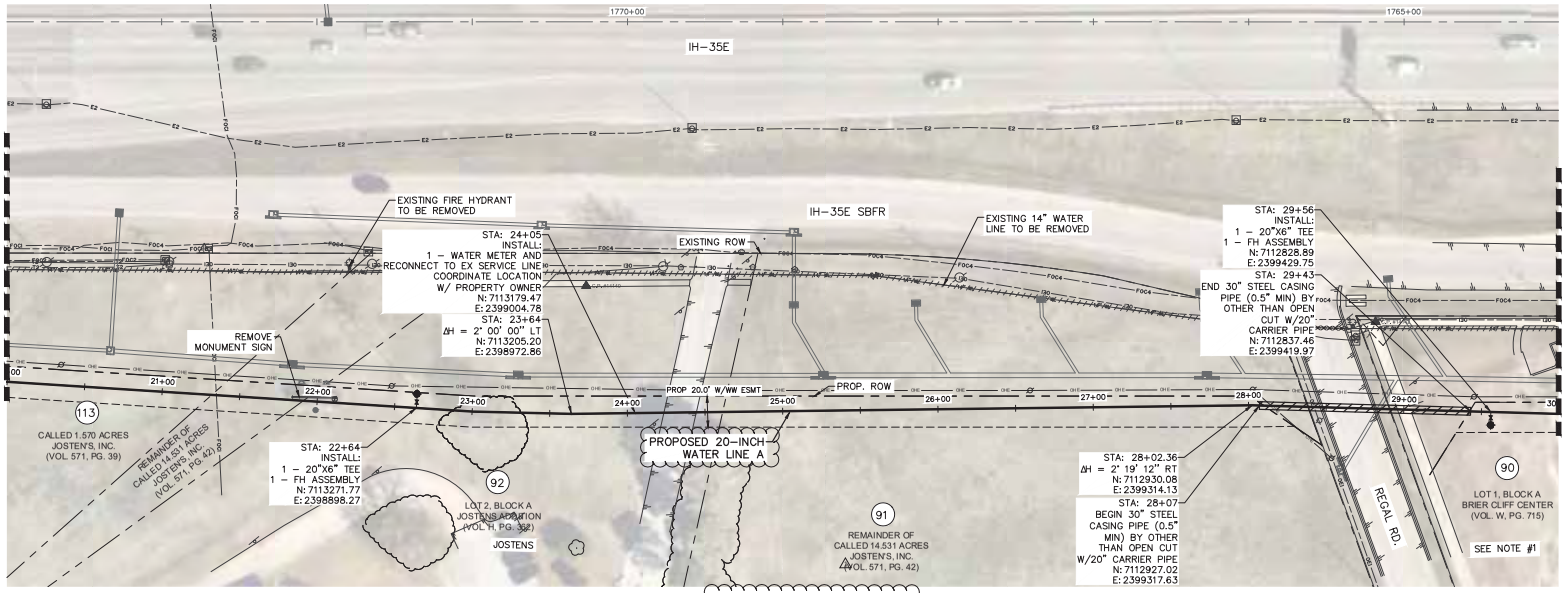
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 24 & 20-INCH WATER LINE A STA 10+00 TO 20+00

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039
SCALE:

SHEET 7

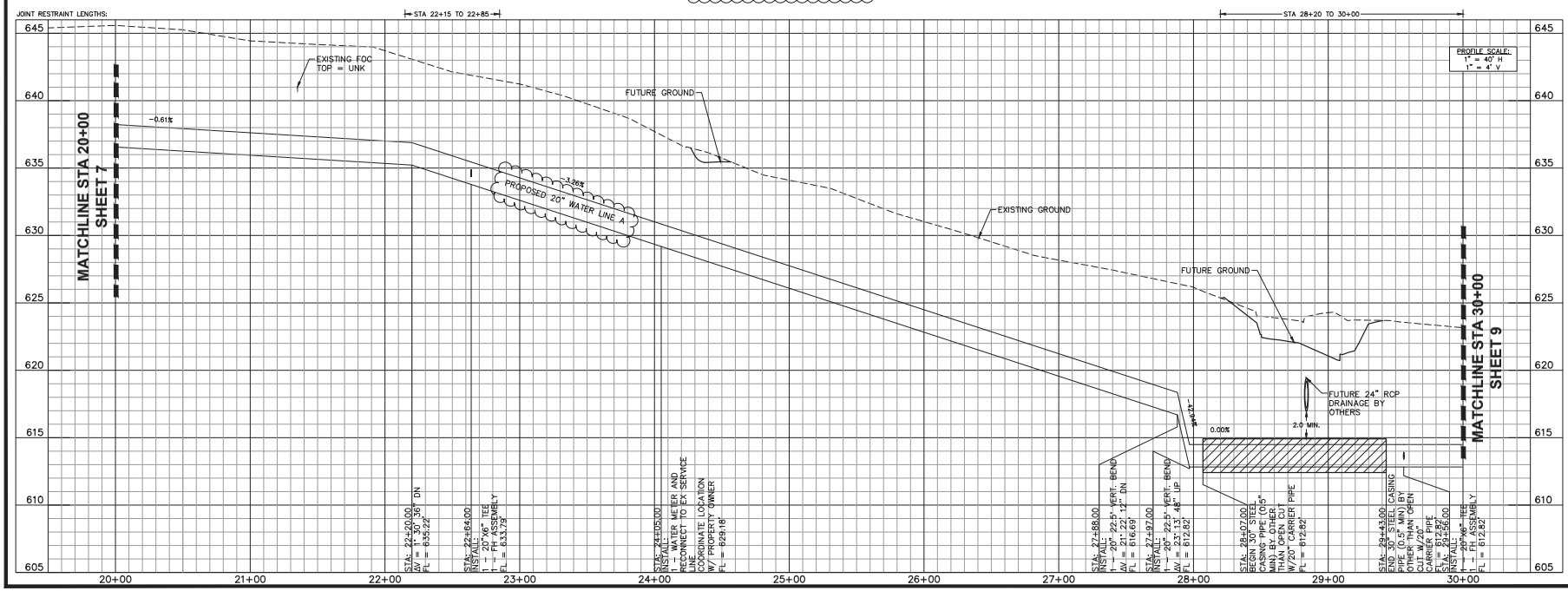
K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-MLA-20-INCH.dwg 10/12/2022 1:28 PM



SHEET NOTES:

1. STRUCTURE PREVIOUSLY REMOVED BY TxDOT PRIOR TO CONSTRUCTION.
2. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING POWER POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

PROPOSED 20-INCH WATER LINE A STA 20+00 TO 30+00



Kimley»Horn
1700 Pacific Ave., Suite 2600 Dallas, TX 75201
601 Cheery St., Suite 2000 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECHANGE TO PROJECT RESTRICTIONS	CPI	10/3/2022

10/12/2022

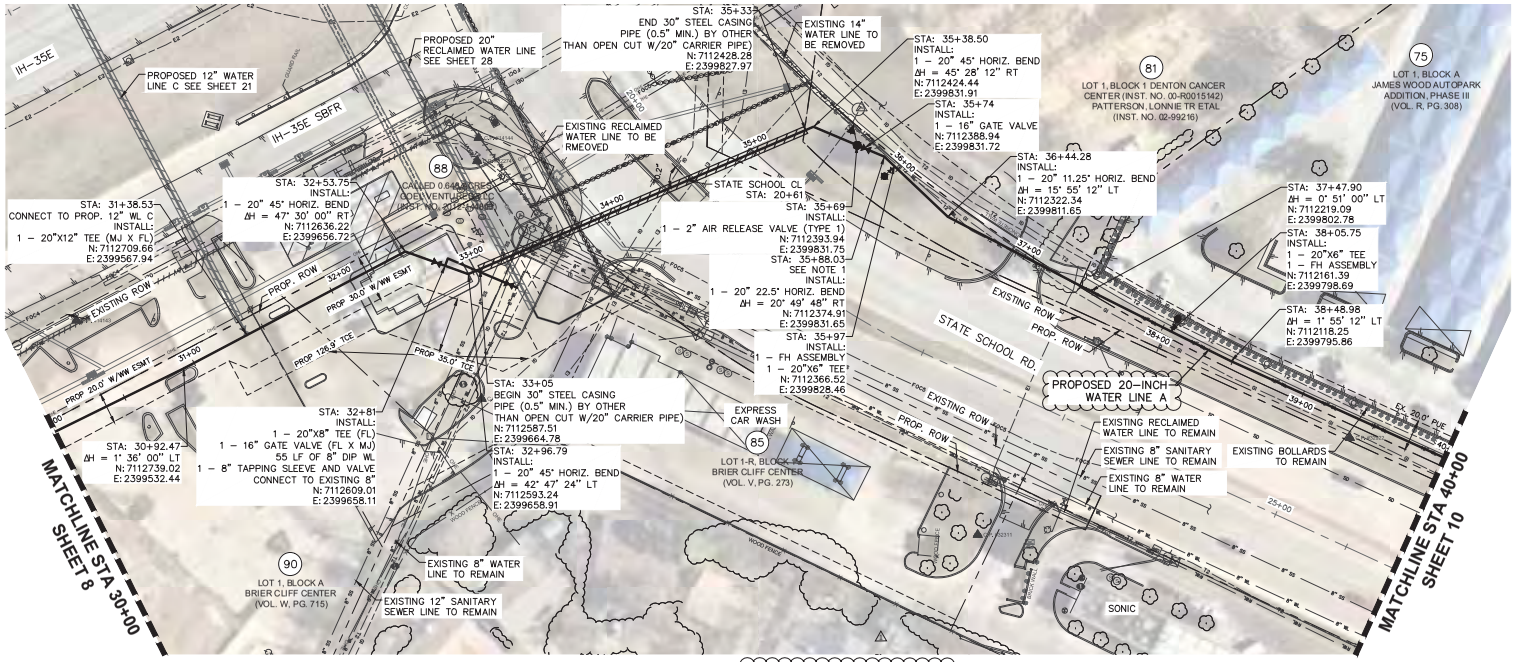
CITY OF DENTON
IH-35E MAYHILL UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A STA 20+00 TO 30+00

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
8

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/12/2022 1:27 PM

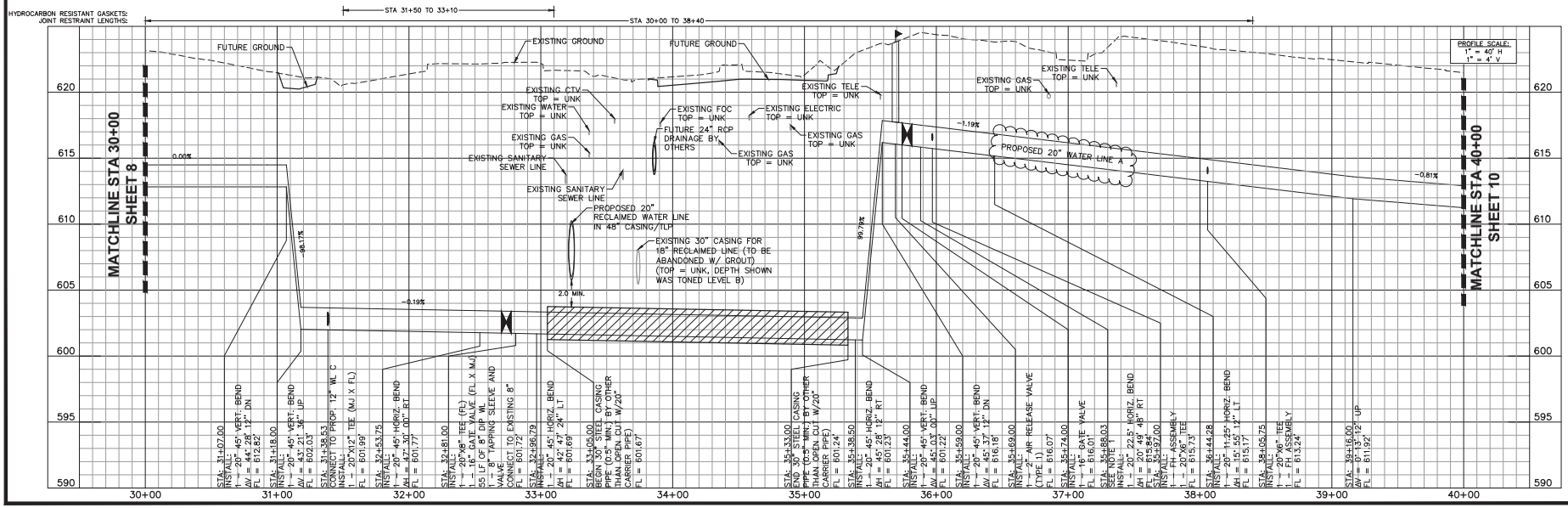


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING 12" WATER LINE WITH 20" WATER LINE FROM STA 36+00 TO 47+00. PRIOR TO INSTALLING THIS SECTION OF LINE, CONTRACTOR REQUIRED TO GIVE 2 WEEKS NOTICE TO CITY WATER DEPT. REMOVAL OF 12" WATER LINE IS SUBSIDIARY TO THE INSTALLATION OF THE 20" WATER LINE. REPLACE LANDSCAPE AND PLANTINGS TO EXISTING CONDITIONS.
2. INSTALL HYDROCARBON RESISTANT GASKETS FROM STA 31+50 TO 33+05 INCLUDING THE 8–INCH WATER LINE.
3. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING POWER AND LIGHT POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.
4. PARCEL 88 BUILDING IS PLANNED TO BE DEMOLISHED BY OTHERS.

PROPOSED 20-INCH WATER LINE A STA 30+00 TO 40+00



K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/21/2022 10:28 AM

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
12700 Park Central Dr., Suite 1900 Dallas, TX 75251
801 Cherry St., Suite 2300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	ADD RECLAIMED WATER LINE	CPI	10/21/2022

10/21/2022
CHRISTOPHER P. IRWIN
103570
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

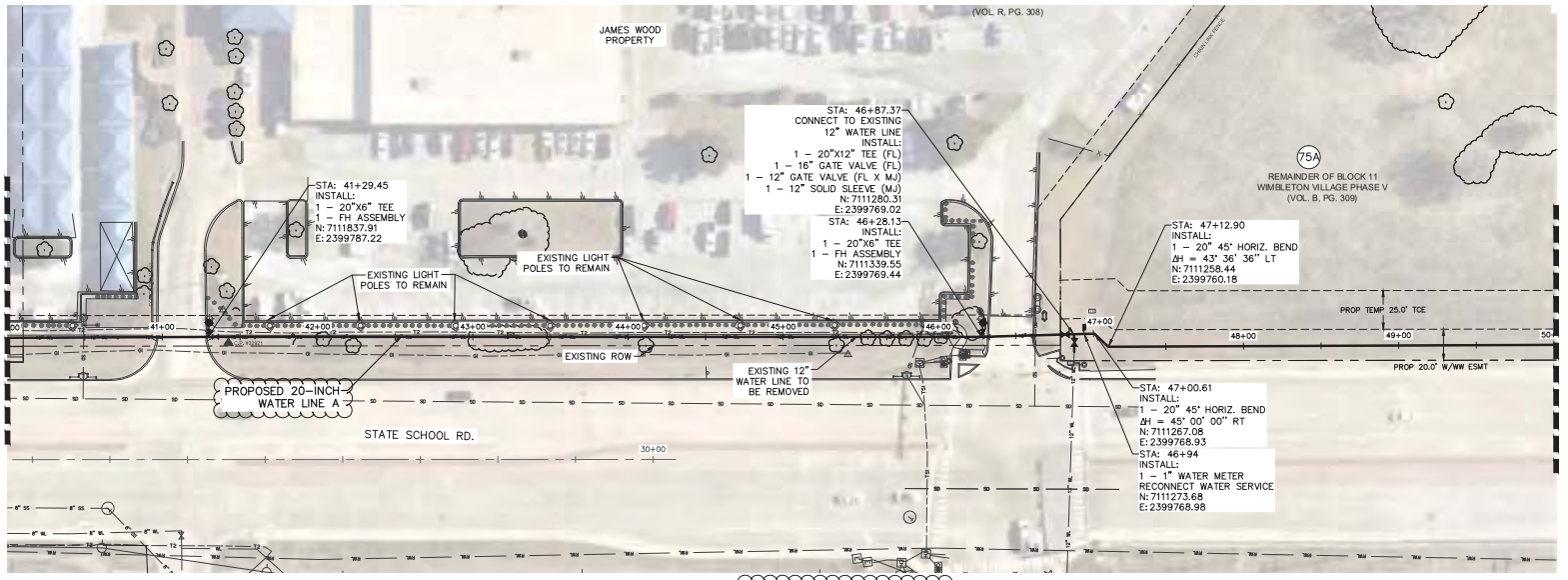
CITY OF DENTON

IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A
STA 30+00 TO 40+00

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

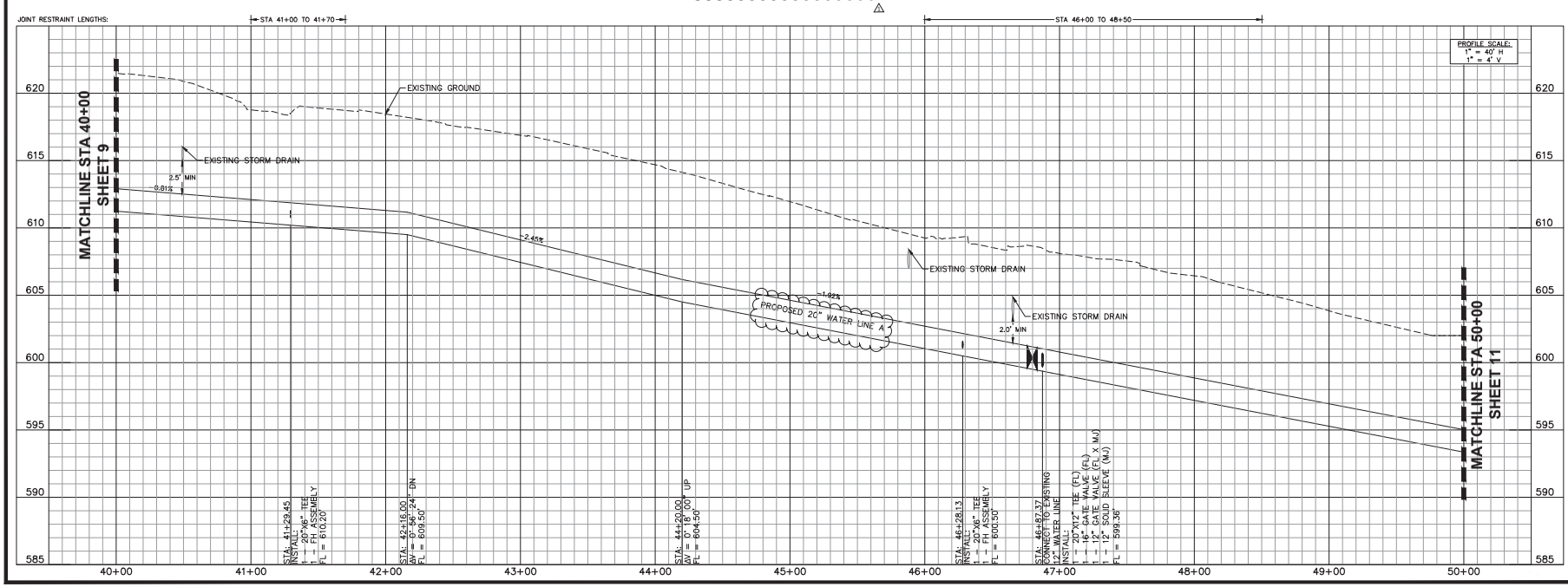
SHEET
9



SHEET NOTES:

1. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING 12" WATER LINE WITH 20" WATER LINE FROM STA 36+00 TO 47+00. REMOVAL OF 12" WATER LINE IS SUBSIDIARY TO THE INSTALLATION OF THE 20" WATER LINE LINE.
2. CONTRACTOR MAY BE REQUIRED TO BRACE EXISTING LIGHT AND POWER POLES DURING CONSTRUCTION. ANY WORK ASSOCIATED WITH THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

PROPOSED 20-INCH WATER LINE A STA 40+00 TO 50+00



Kimley»Horn
12700 Park Central Drive, Suite 1600 Dallas, Texas 75251
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECHARGE TO PROJECT RESTRICTIONS	CPI	10/21/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

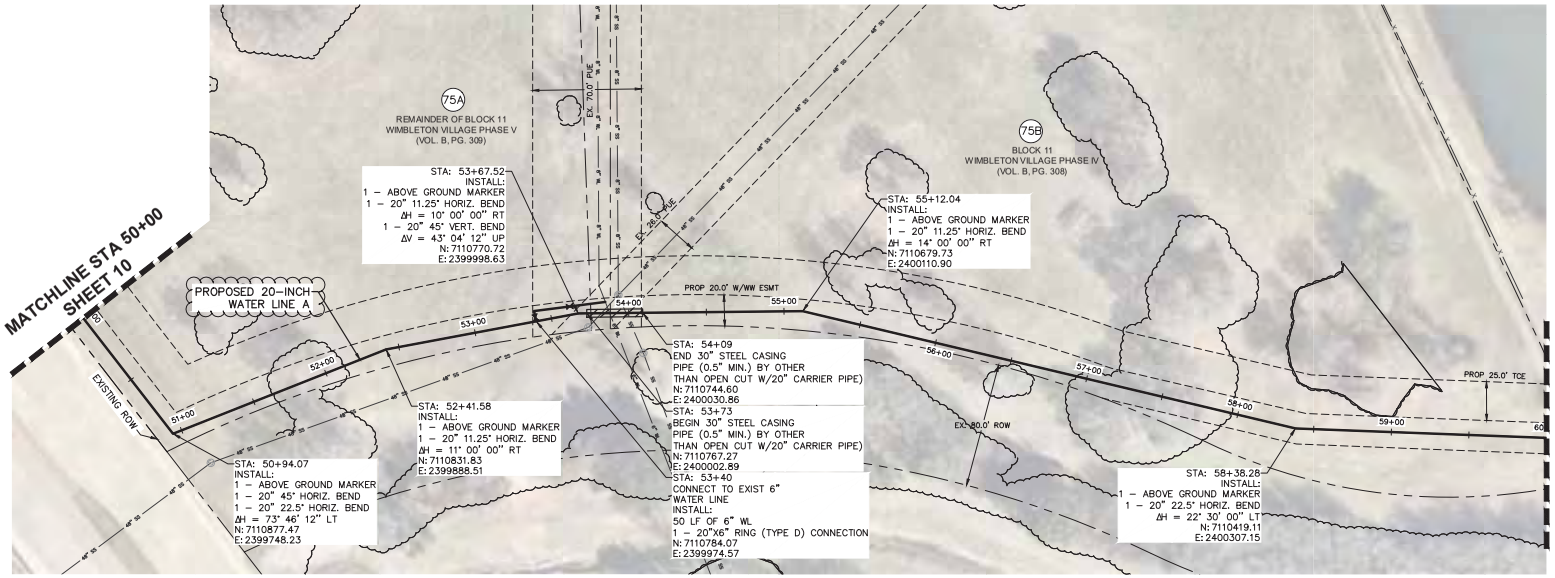
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A
STA 40+00 TO 50+00

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
10

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/21/2022 10:23 AM

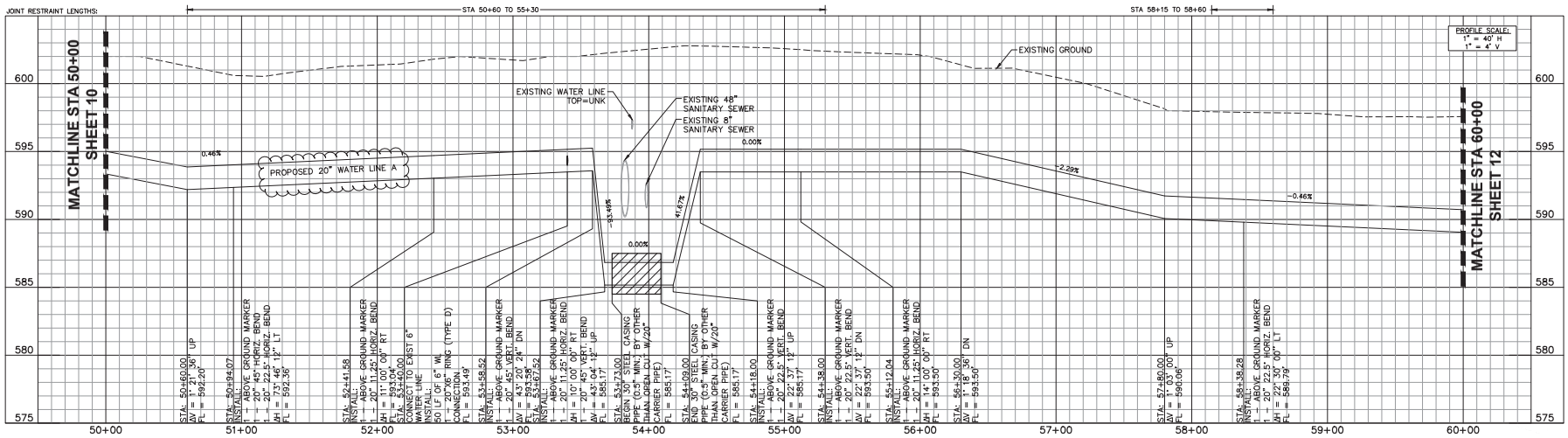


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL LOCATE EXISTING 8-INCH WATER LINE PRIOR TO SETTING TEE AT 54+14.

PROPOSED 20-INCH WATER LINE A STA 50+00 TO 60+00



Kimley»Horn
1700 Pacific Ave., Suite 2000 Dallas, TX 75201
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	ADJUSTED FOR UPDATES	CPI	08/31/2022
2	PER CLIENT COMMENTS TO REFLECT RSR MATERIAL	CPI	09/23/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

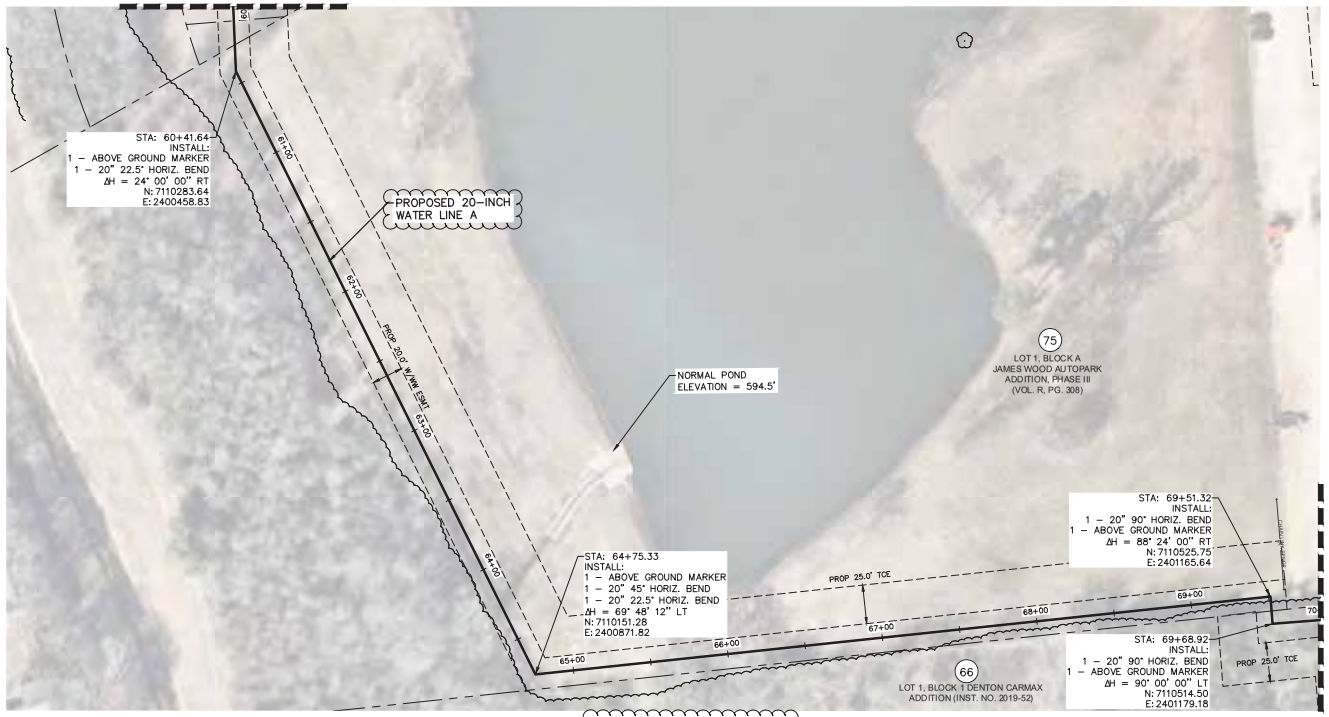
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A STA 50+00 TO 60+00

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
11

K:\FTW_Utilities\061024039-IH--35E-Mayhill-Utilities\CAD\SHEETS\4_C--WATER--WLA-20-INCH.dwg 10/12/2022 1:29 PM

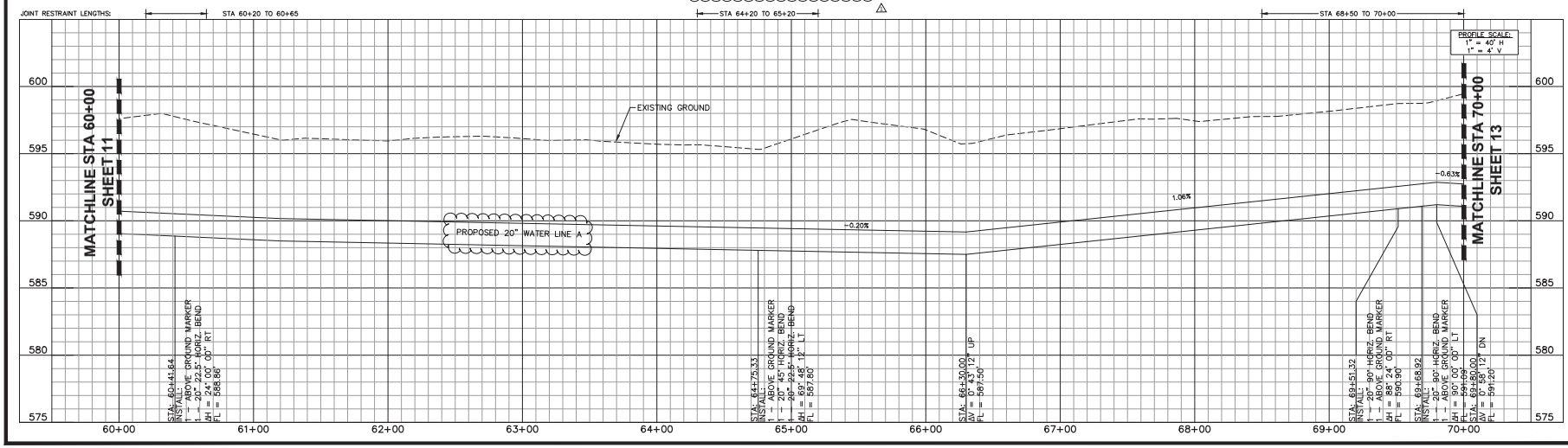


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR TO REPAIR CHAIN LINK FENCE TO EXISTING OR BETTER CONDITIONS.

PROPOSED 20-INCH WATER LINE A STA 60+00 TO 70+00



Kimley»Horn
1700 Pacific Ave., Suite 2000 Dallas, TX 75201
601 Cheery St., Suite 2000 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECEIVED CHANGE TO PROJECT BOUNDARIES.	CPI	10/31/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103961
LICENSED PROFESSIONAL ENGINEER

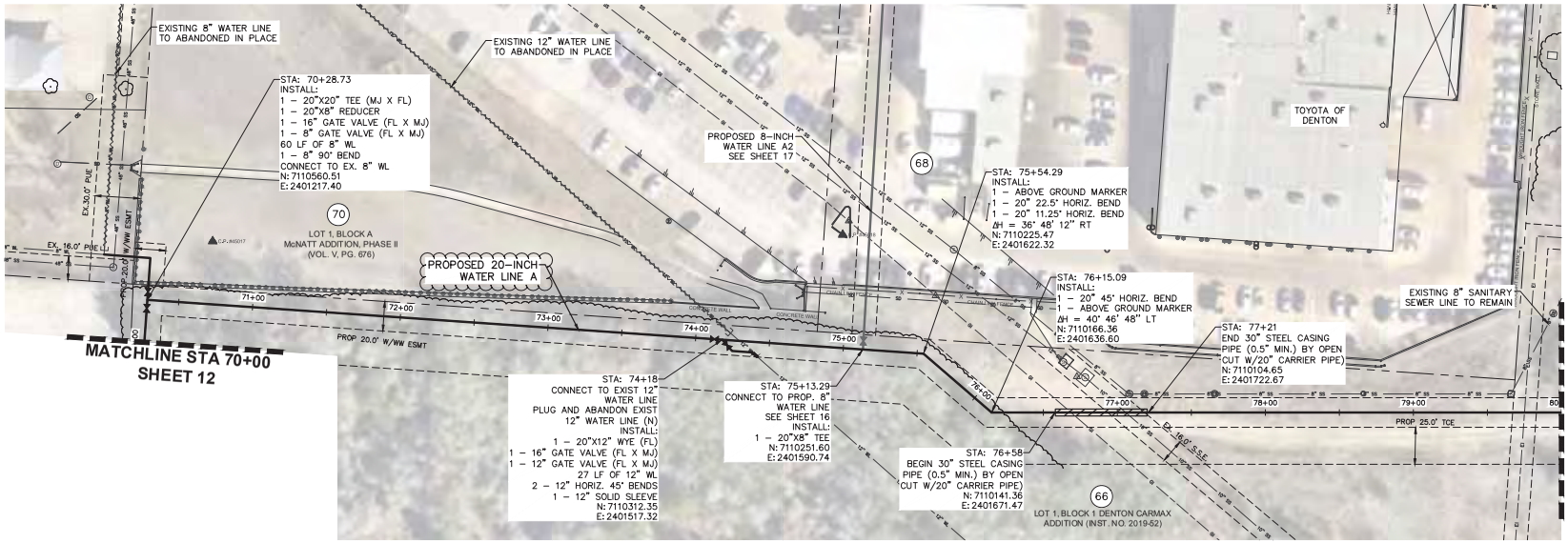
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A
STA 60+00 TO 70+00

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
12

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/12/2022 1:29 PM

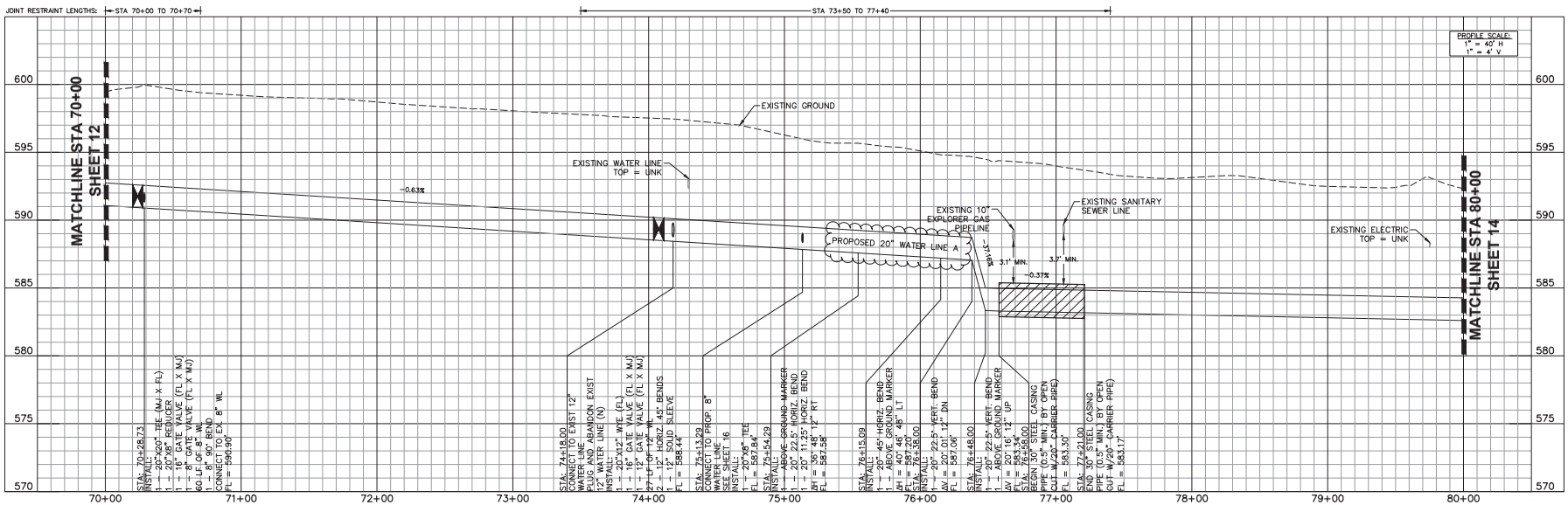


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL CONTACT EXPLORER PIPELINE (877–921–7473) PRIOR TO CROSSING GAS LINE.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM. LOCATE EXISTING 12" PRIOR TO CONNECTION.

PROPOSED 20-INCH WATER LINE A STA 70+00 TO 80+00



Kimley»Horn
1700 Pacific Ave., Suite 2000 Dallas, TX 75201
601 Cherry St., Suite 2000 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECEIVED CHANGE TO PROJECT RELOCATIONS	CPI	10/12/2022

10/12/2022
STATE OF TEXAM
CHRISTOPHER P. IRWIN
103736
LICENSED
PROFESSIONAL ENGINEER

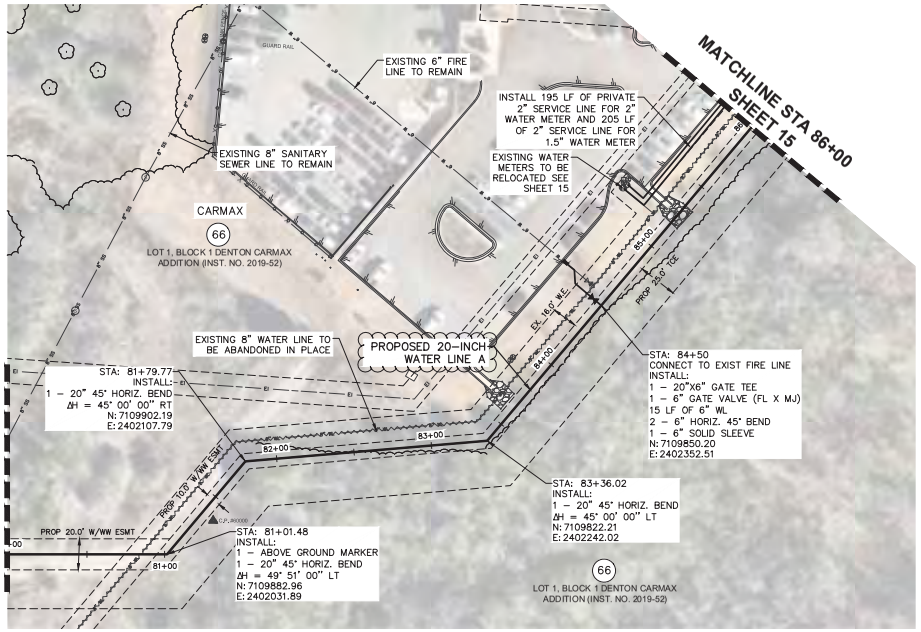
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A
STA 70+00 TO 80+00

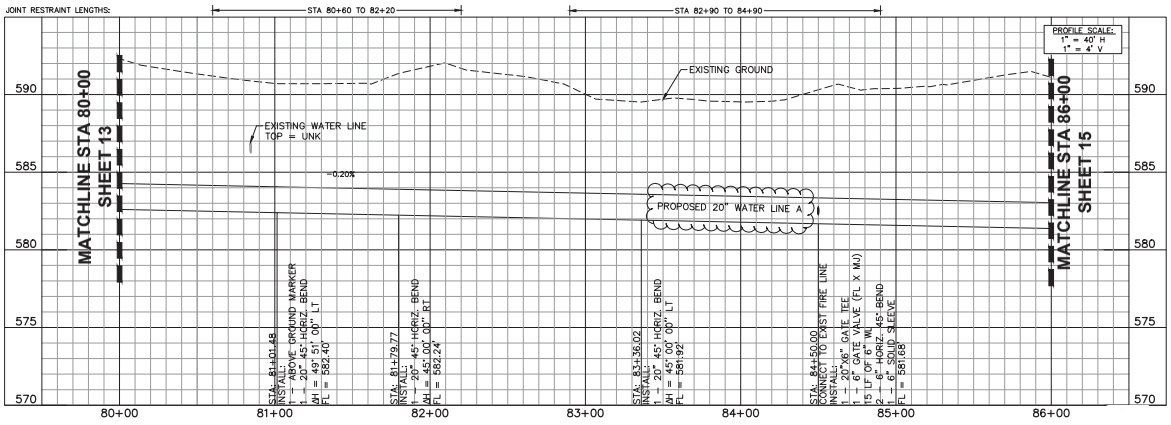
DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

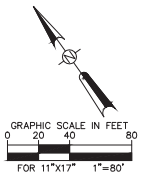
SHEET
13

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/12/2022 4:58 PM



PROPOSED 20-INCH WATER LINE A STA 80+00 TO 86+00





SHEET NOTES:

1. ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.

Kimley»Horn
TBPE Firm No. 928 2600 Ft. Worth, TX 76102

No.	Revision	By	Date
1	ADDITIONAL UPDATES	CPI	08/31/2022
2	PER CITY COMMENTS	CPI	09/12/2022

10/12/2022
STATE OF TEXAM
CHRISTOPHER P. IRWIN
103749
LICENSED
PROFESSIONAL ENGINEER

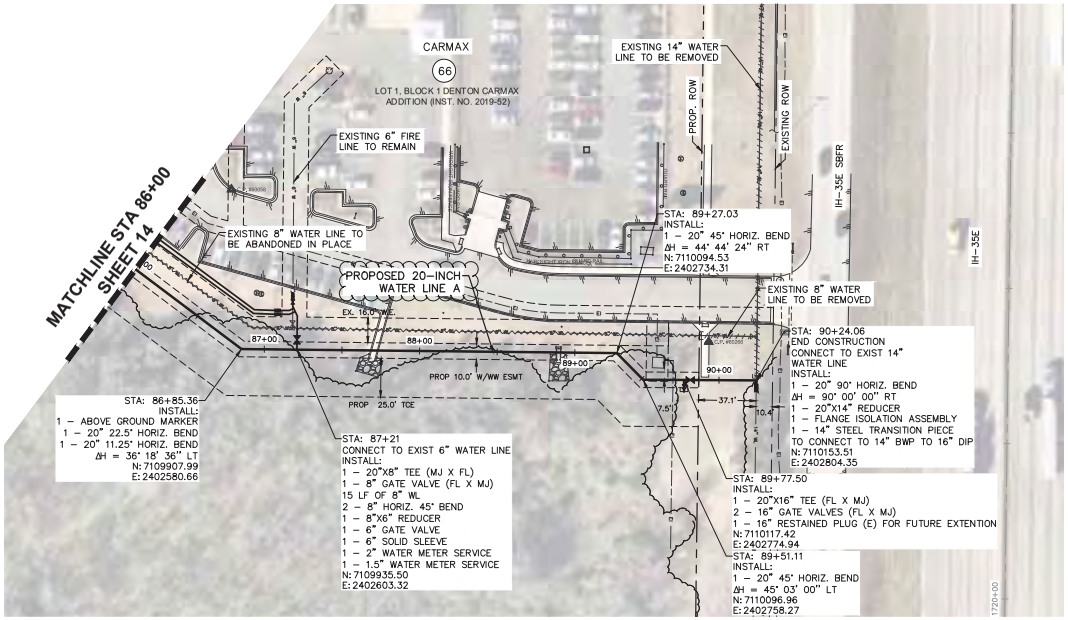
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A
STA 80+00 TO 86+00

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
14

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/12/2022 1:30 PM

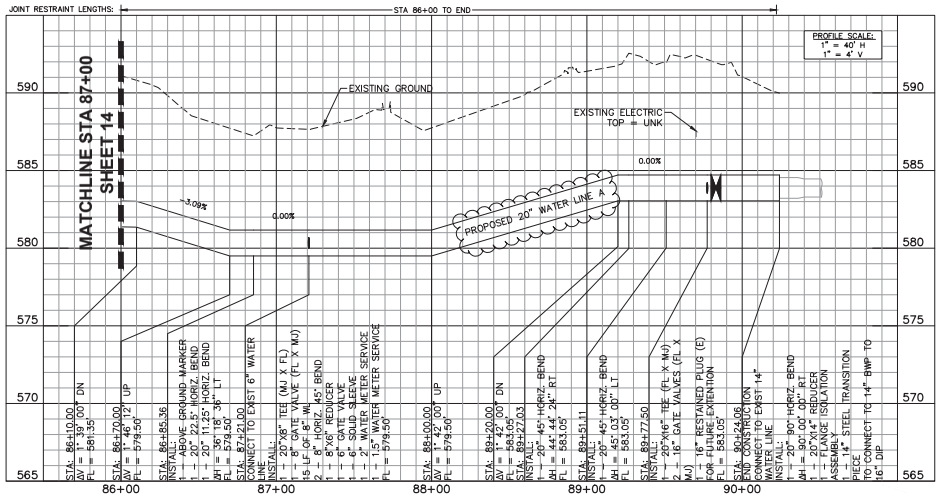


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN. THERE ARE 3 ISOLATION VALVES APPROXIMATELY 640 FEET EAST AND 3 MORE APPROXIMATELY 1,700 FEET TO THE WEST.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM. LOCATE EXISTING 14" PRIOR TO CONNECTION.

PROPOSED 20-INCH WATER LINE A STA 86+00 TO END



K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\4_C-WATER-WLA-20-INCH.dwg 10/12/2022 1:31 PM

Kimley»Horn
1700 Pacific Ave., Suite 2000 Dallas, TX 75201
601 Cheery St., Suite 2000 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RESPONSE TO REQUEST FOR INFORMATION	CPI	10/12/2022

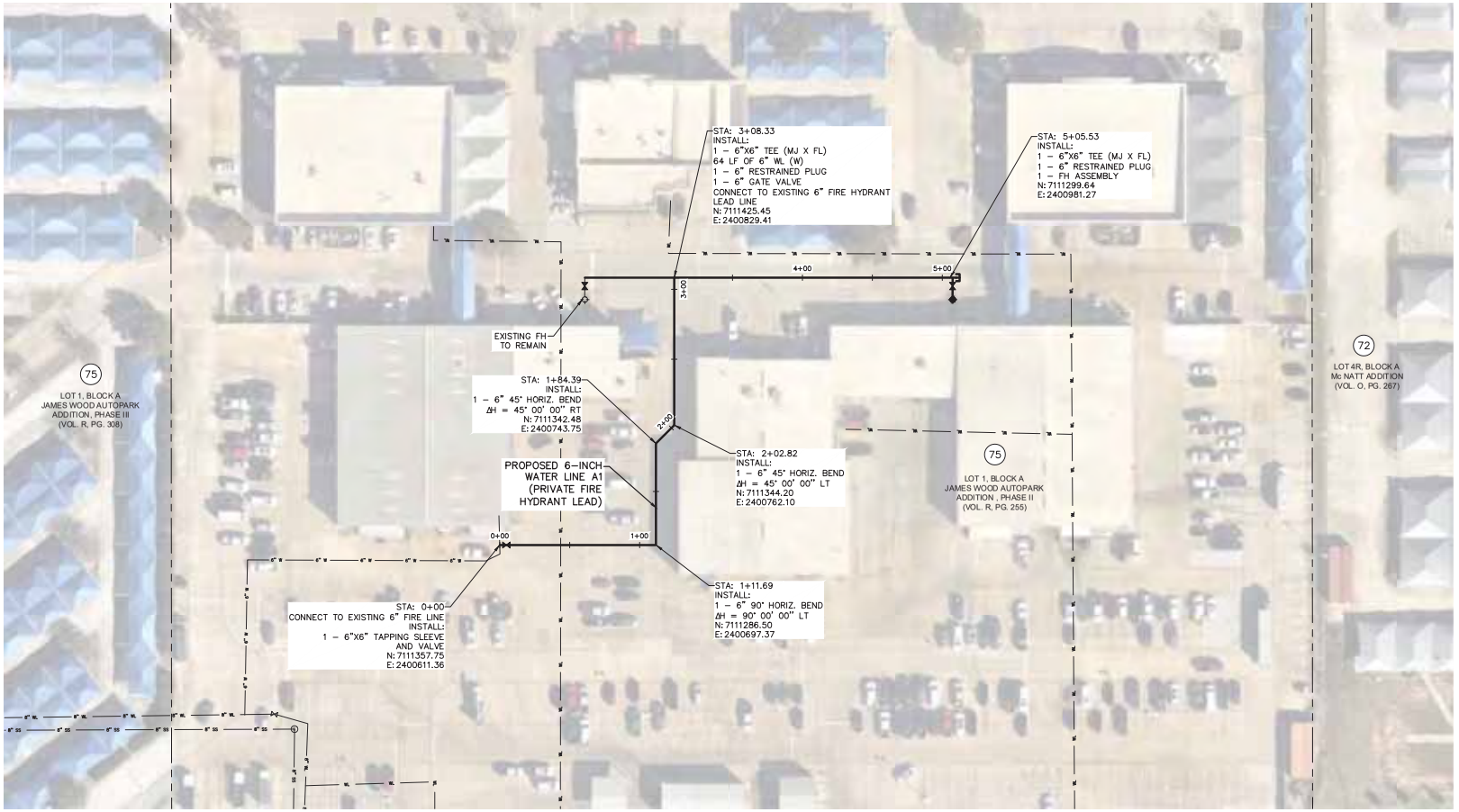
10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103736
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 20-INCH WATER LINE A
STA 86+00 TO END

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
15



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL ENSURE MINIMUM 2 FT CLEARANCE FOR ALL CROSSING UTILITIES.
2. COORDINATE ACCESS WITH PROPERTY OWNER PRIOR TO STARTING WORK. VERIFY LIMITS OF WORK WITH JEFF MARTINEZ (817–403–1900).

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022

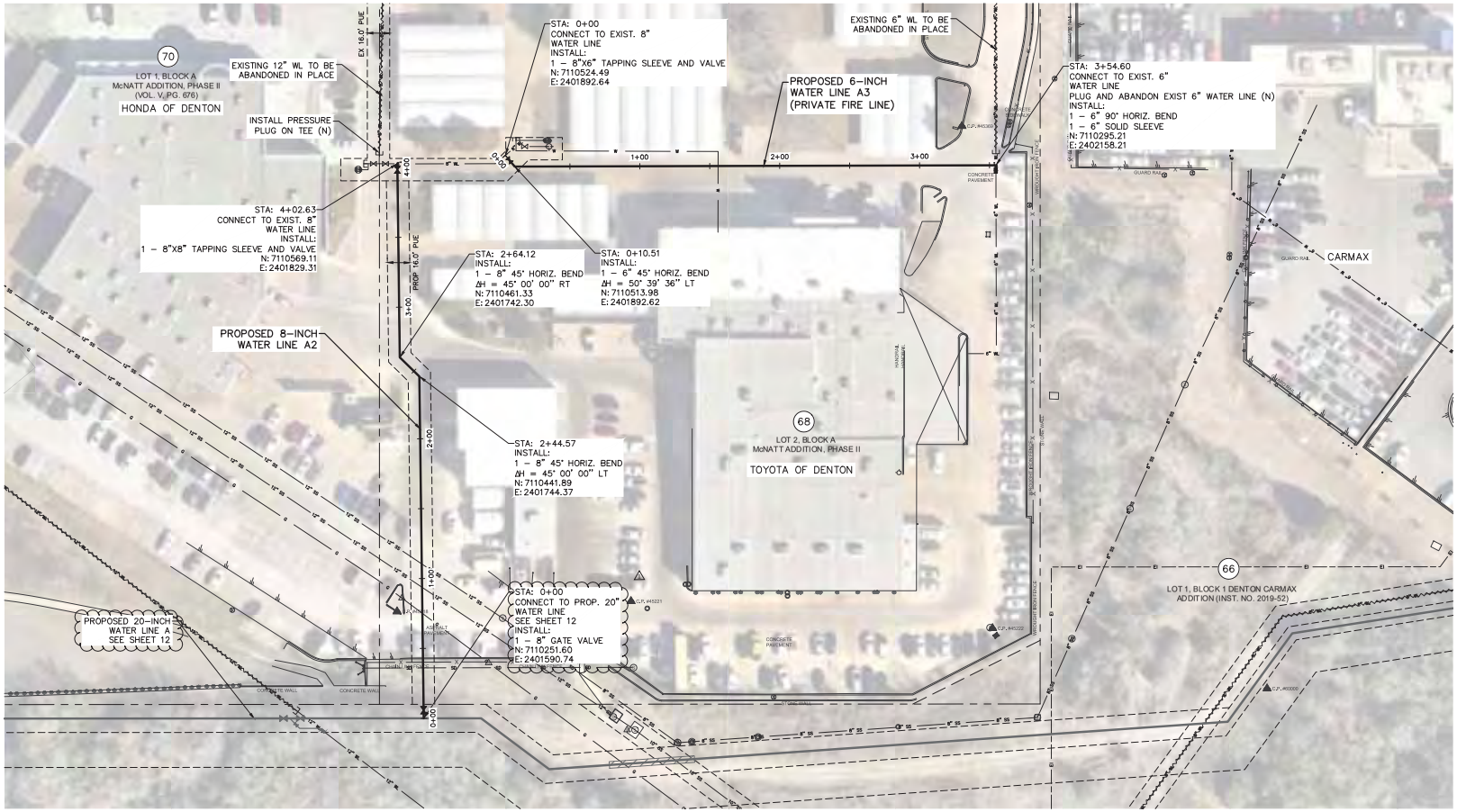
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 6-INCH WATER LINE A1

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
16

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\5_C-WATER-WLA2.dwg 7/29/2022 8:29 AM



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL ENSURE MINIMUM 2 FT CLEARANCE FOR ALL CROSSING UTILITIES.
2. CONTRACTOR SHALL CONTACT EXPLORER PIPELINE (877-921-7473) PRIOR TO CROSSING GAS LINE.
3. COORDINATE ACCESS WITH PROPERTY OWNER FOR FIRE LINE ACCESS.

Kimley»Horn
TBPE Firm No. 928 TBPLS Firm No. 10193973
801 Cherry St., Suite 3300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER DESIGN CHANGE TO ABOVE GROUND INSTALL	CPI	10/12/2022

10/12/2022
CHRISTOPHER P. IRWIN
103973
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

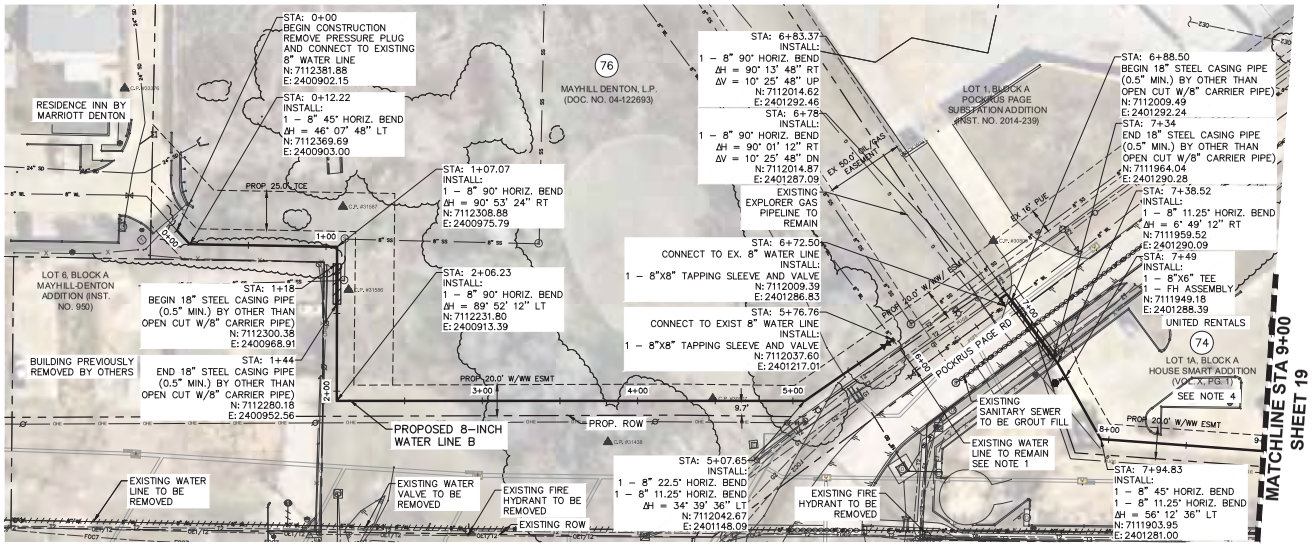
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 6 & 8-INCH WATER LINE
A2&3

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
17

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\5_C-WATER-WLA2.dwg 10/12/2022 5:07 PM

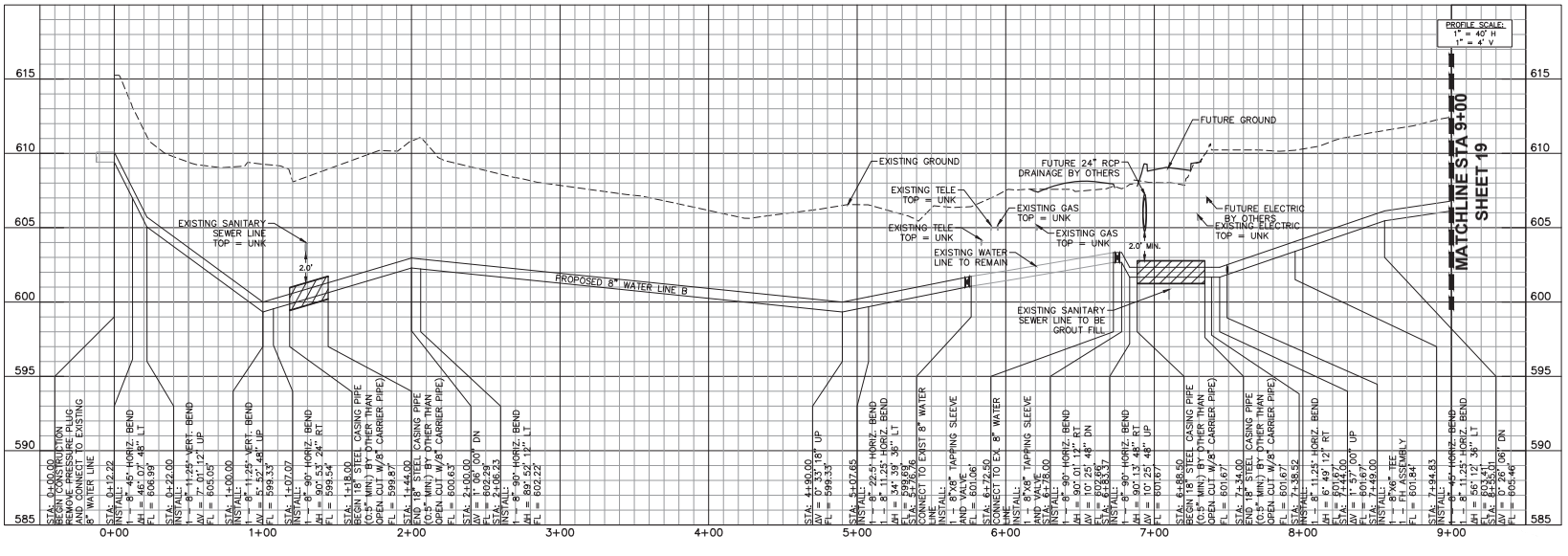


PROPOSED 8-INCH WATER LINE B STA 0+00 TO 9+00

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. EXISTING WATER LINE AND VALVE ARE TO REMAIN FROM STA 5+76 TO 6+78.
2. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
4. VERIFY FENCING REQUIREMENTS WITH PROPERTY OWNER.



K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\E_C-WATER-WLB.dwg 7/29/2022 8:30 AM

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

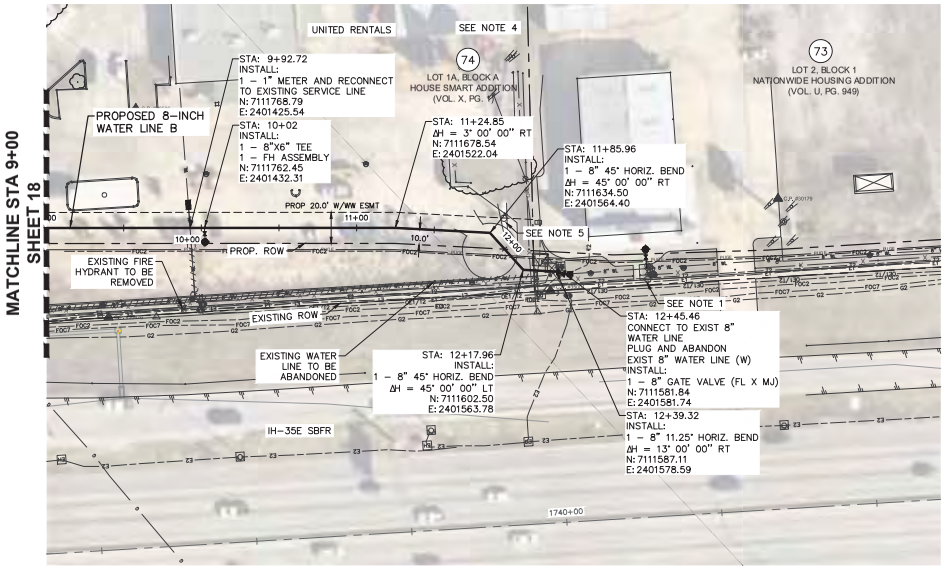
07/27/2022
JOSEPH A. KOZLOWSKI
103746
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

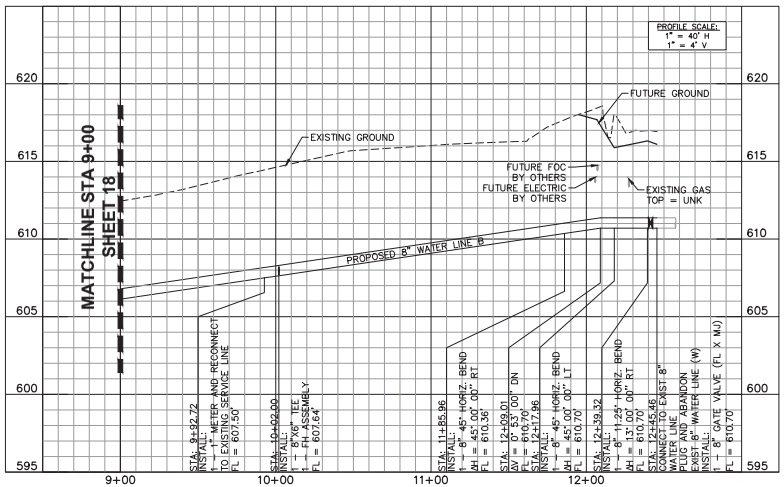
PROPOSED 8-INCH WATER LINE B
STA 0+00 TO 9+00

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
18



PROPOSED 8-INCH WATER LINE B STA 9+00 TO END



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. EXISTING WATER LINE TO REMAIN. FIRE HYDRANT, VALVES AND METERS ARE TO BE SET AT ROW LINE. CONNECT BACK TO EX 3/4" SERVICE LINES. INSTALL (2) 3/4" WATER METERS. WATER LINE REMAINS IN TXDOT ROW FROM IH–35 CL STA 1740+00 AND REMAINS TO THE SOUTH.
2. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
4. VERIFY FENCING REQUIREMENTS IF EXISTING FENCE IS REQUIRED TO BE REMOVED FOR CONSTRUCTION. IT SHALL BE REPLACED TO EXISTING CONDITIONS AND SHALL BE SUBSIDIARY TO PIPE INSTALLATION.
5. EXISTING SIGN TO REMAIN.

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817 335-6511

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER

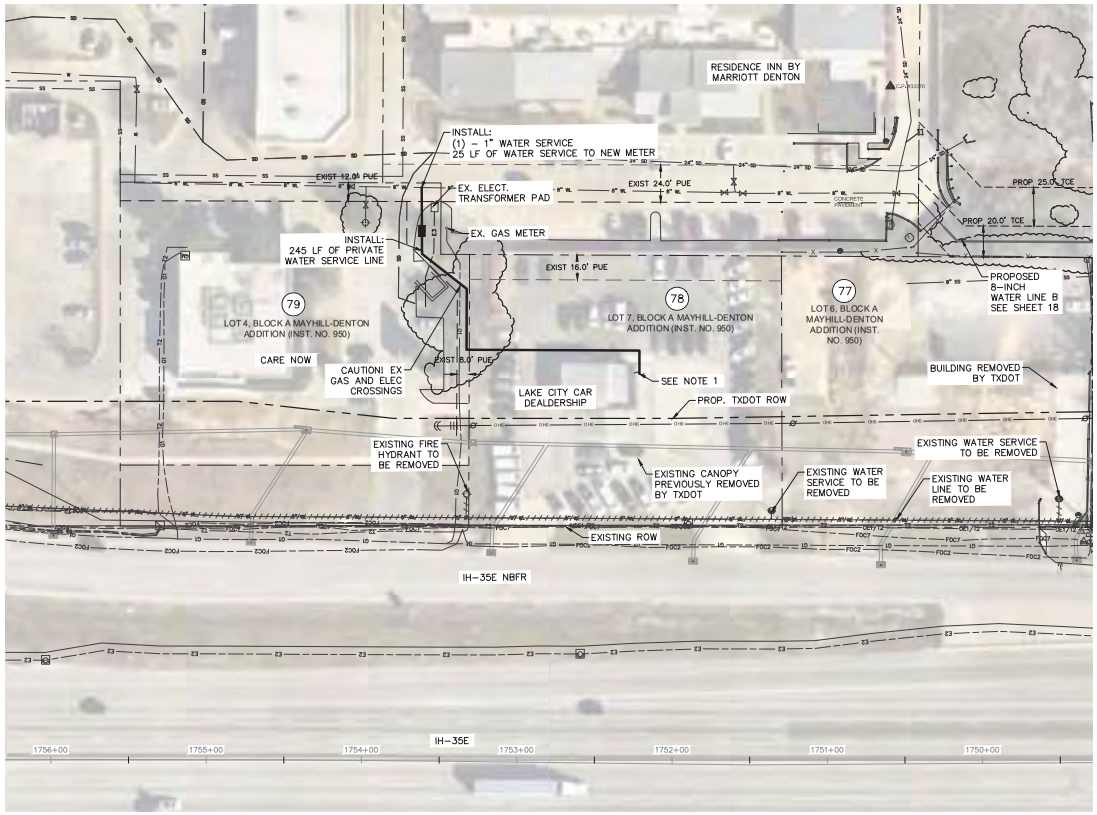
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

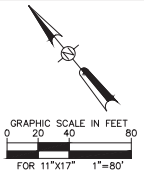
PROPOSED 8-INCH WATER LINE B
STA 9+00 TO END

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
19

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\E_C-WATER-WLB.dwg 7/29/2022 8:30 AM





SHEET NOTES:

1. COORDINATE WITH PROPERTY OWNER ON EXACT LOCATION OF EXISTING WATER SERVICE LINE CONNECTION.
2. CONTRACTOR SHALL ENSURE MINIMUM 2' CLEARANCE FOR ALL CROSSING UTILITIES.

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
817 335-6511

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

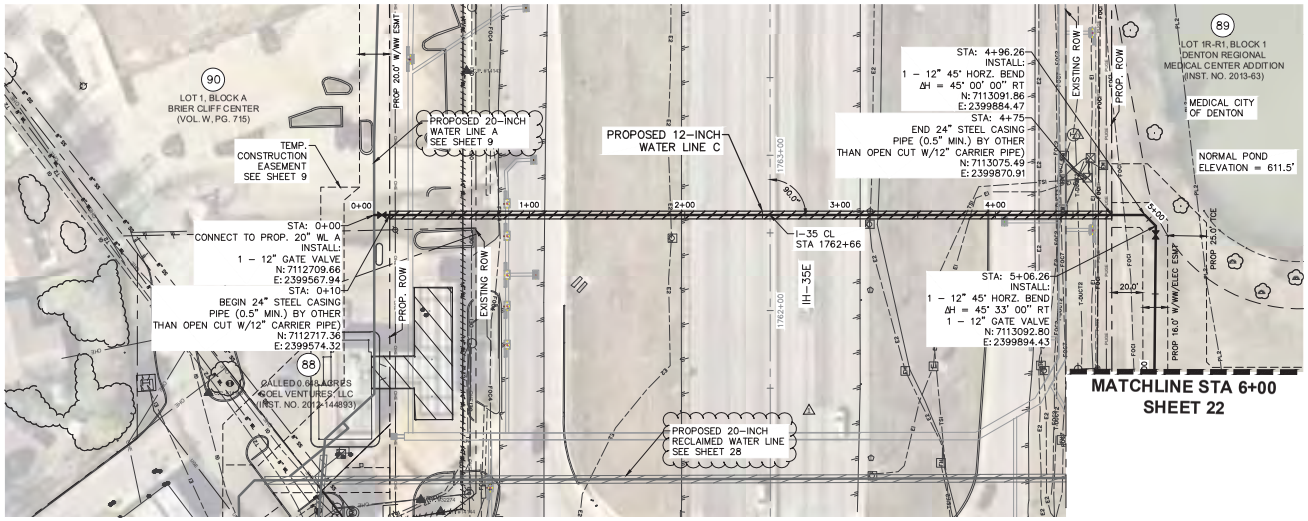
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED WATER LINE B1 WATER SERVICE RECONNECTION

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
20

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\EXHIBIT\Lake-City-Car-Dealer.dwg 7/29/2022 8:32 AM

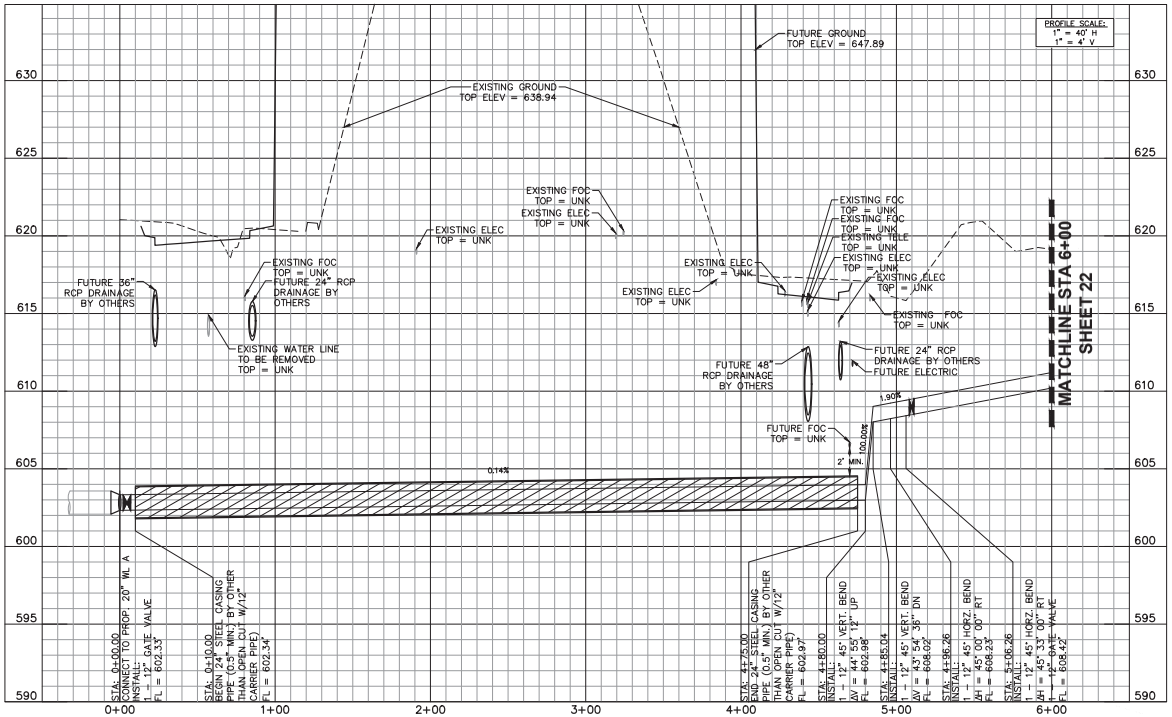


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

PROPOSED 12-INCH WATER LINE C STA 0+00 TO 6+00



Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1700 Pacific Ave., Suite 2300 Dallas, TX 75201
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECEIVED CHANGE TO REQUEST FOR INFORMATION	CPI	10/31/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103570
LICENSED PROFESSIONAL ENGINEER

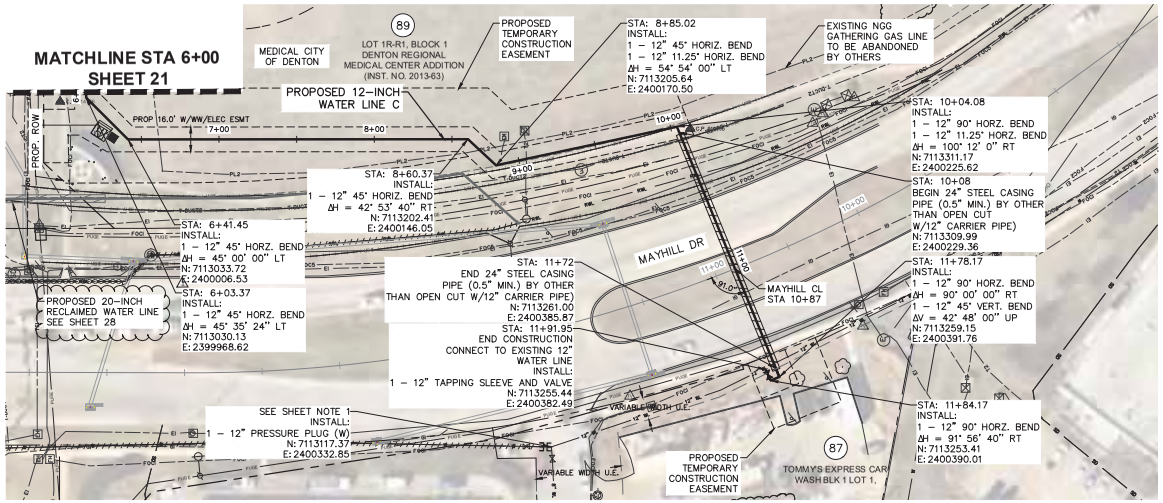
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 12-INCH WATER LINE C
STA 0+00 TO 6+00

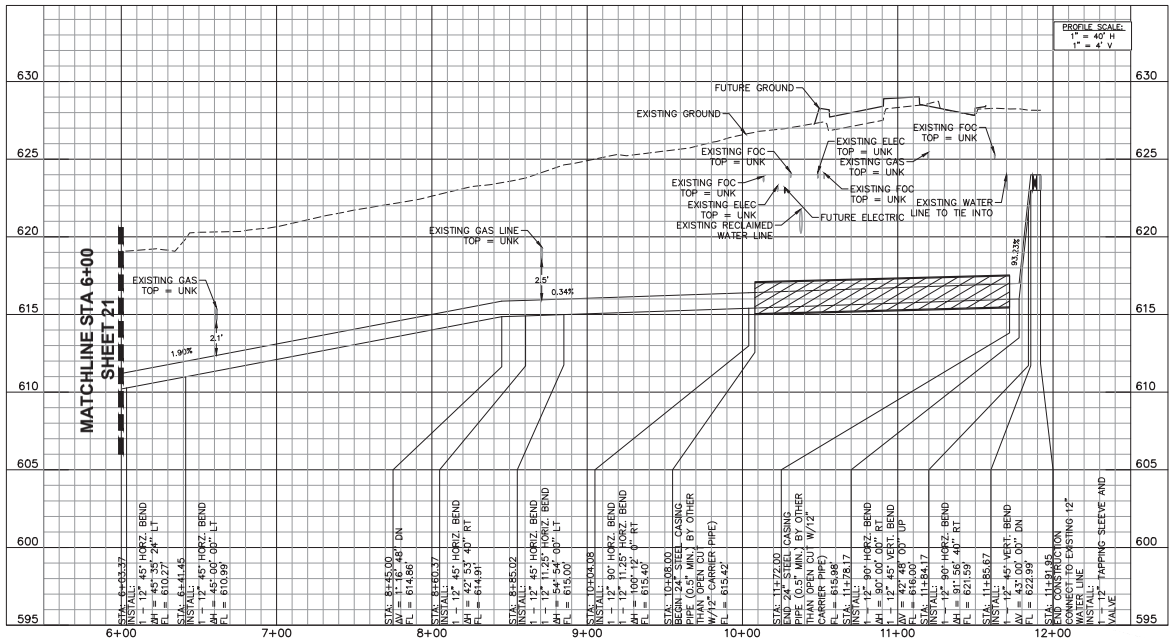
DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
21

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\7_C-WATER-WLC.dwg 10/12/2022 5:21 PM



PROPOSED 12-INCH WATER LINE C STA 6+00 TO END





SHEET NOTES:

1. CONTRACTOR TO LOCATE EXISTING VALVE AND INSTALL PRESSURE PLUG. ABANDON WATER LINE TO THE SOUTH.
2. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48–HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE–IN.
3. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.

Kimley»Horn
1700 Pacific Ave., Suite 2000 Ft. Worth, TX 76102
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER RECEIVED COMMENTS AND REVISIONS	CPI	10/13/2022

10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103220
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

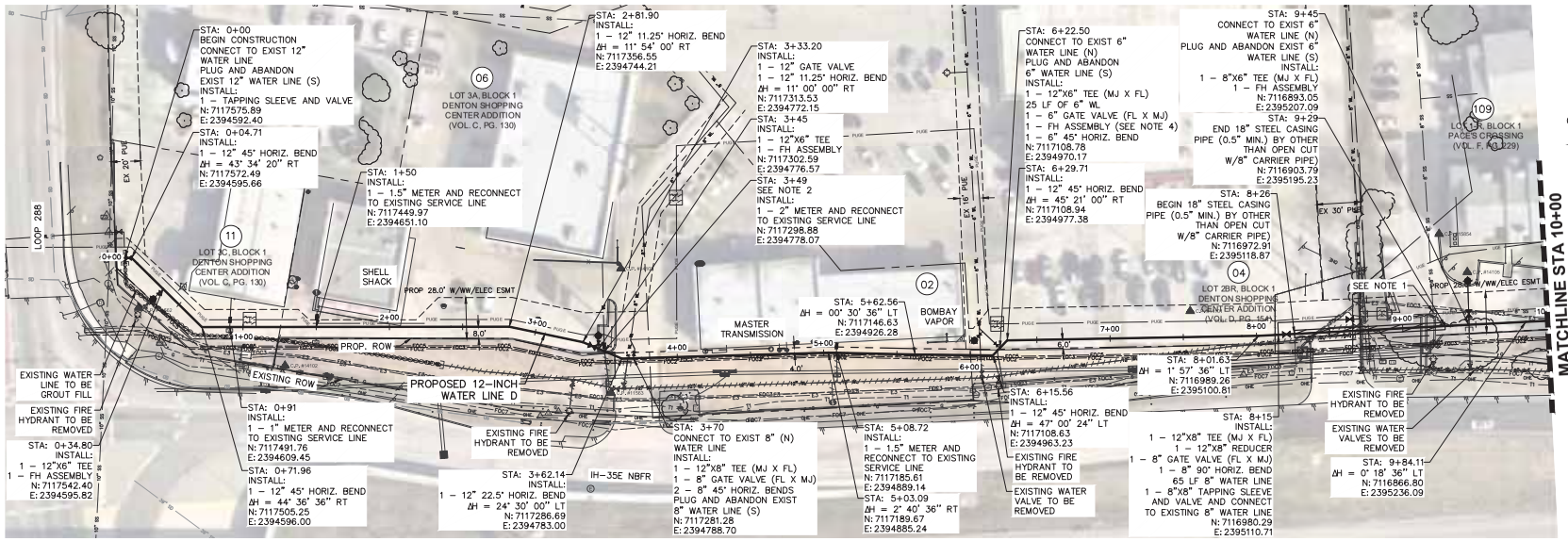
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 12-INCH WATER LINE C
STA 6+00 TO END

DATE:	OCTOBER 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
22

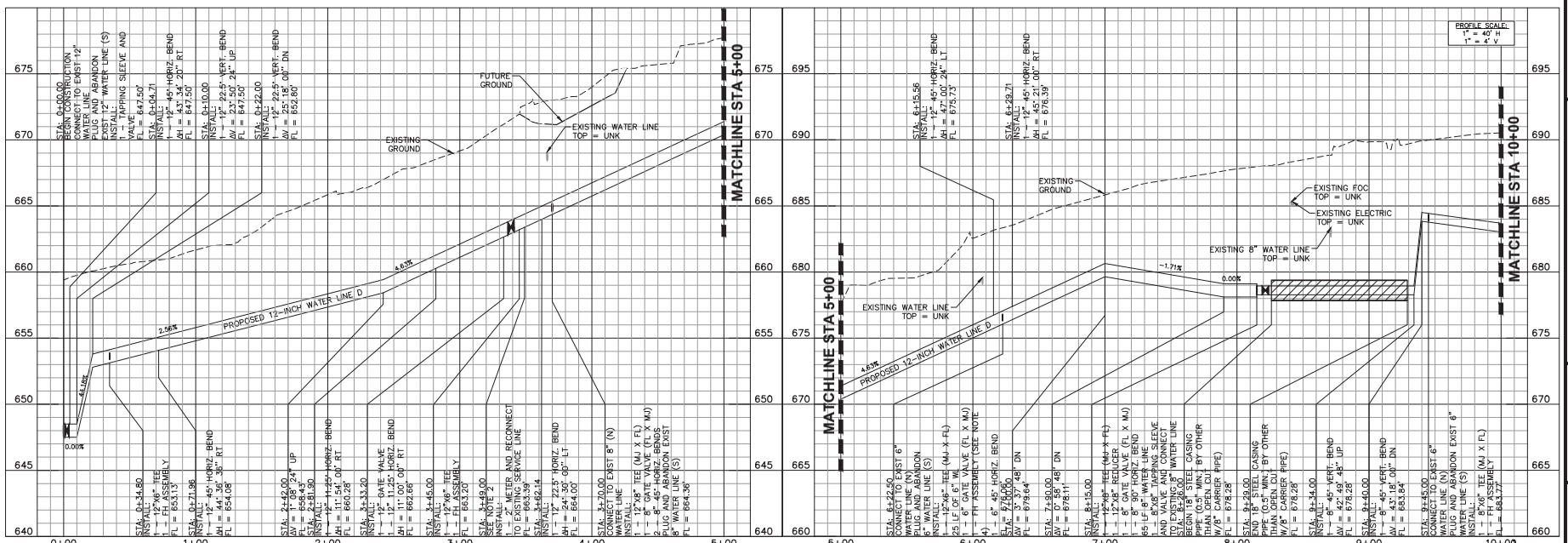
K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\7_C-WATER-WLC.dwg 10/12/2022 5:21 PM



SHEET NOTES:

1. 8" SANITARY SEWER LINE AND MANHOLE TO REMAIN.
2. EXISTING MONUMENT SIGN MAY BE PRESENT DURING CONSTRUCTION. CONTRACTOR TO PROTECT AND NOT DISTURB.
3. WATER LINE TO REMAIN IN TXDOT ROW FROM IH–35 CL STA 1828+72 TO 1826+19.
4. FIRE HYDRANT TO BE PLACED OUTSIDE OF ANY DRIVE AISLE OR FIRE LANE.

PROPOSED 8 & 12-INCH WATER LINE D STA 0+00 TO 10+00



Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
CHRISTOPHER A. PRATT
103220
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

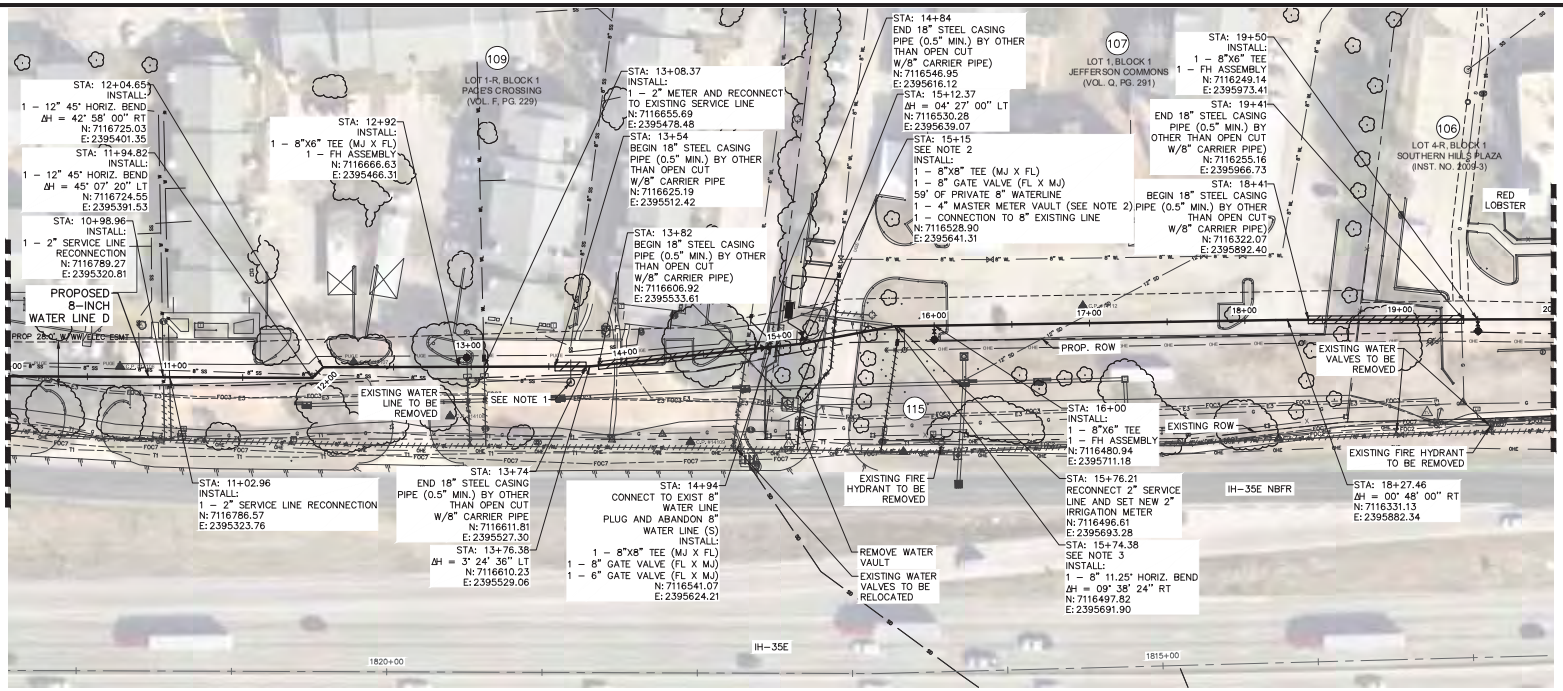
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 8 & 12-INCH WATER LINE D
STA 0+00 TO 10+00

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
23

K:\FTW_Utilities\061024039–IH–35E–Mayhill–Utilities\CADD\SHEETS\8_C–WATER–WLD.dwg 8/9/2022 1:56 PM

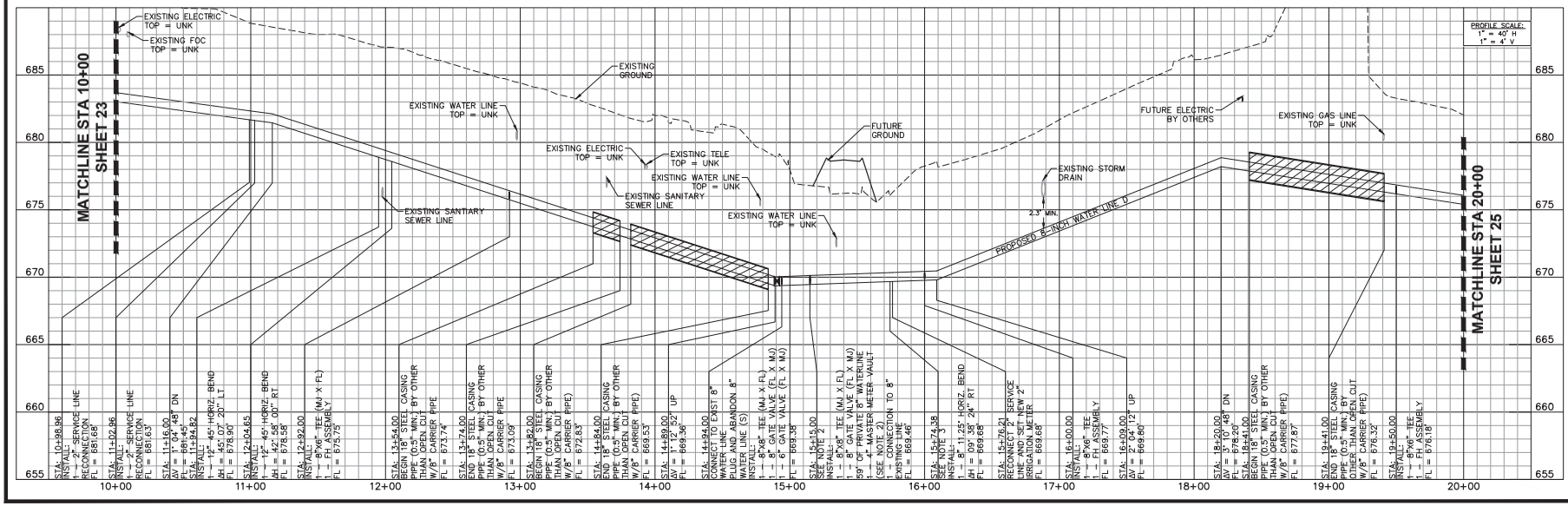


GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. SANITARY SEWER MANHOLE TO REMAIN.
2. CENTER OF VAULT:
   N: 2395648.5
   E: 7116551.0
3. REMOVE GATE IF NOT ALREADY RELOCATED BY PROPERTY OWNER.

PROPOSED 8-INCH WATER LINE D STA 10+00 TO 20+00



K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\8_C-WATER-WLD.dwg 7/29/2022 8:35 AM

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
CHRISTOPHER P. IRWIN
103749
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

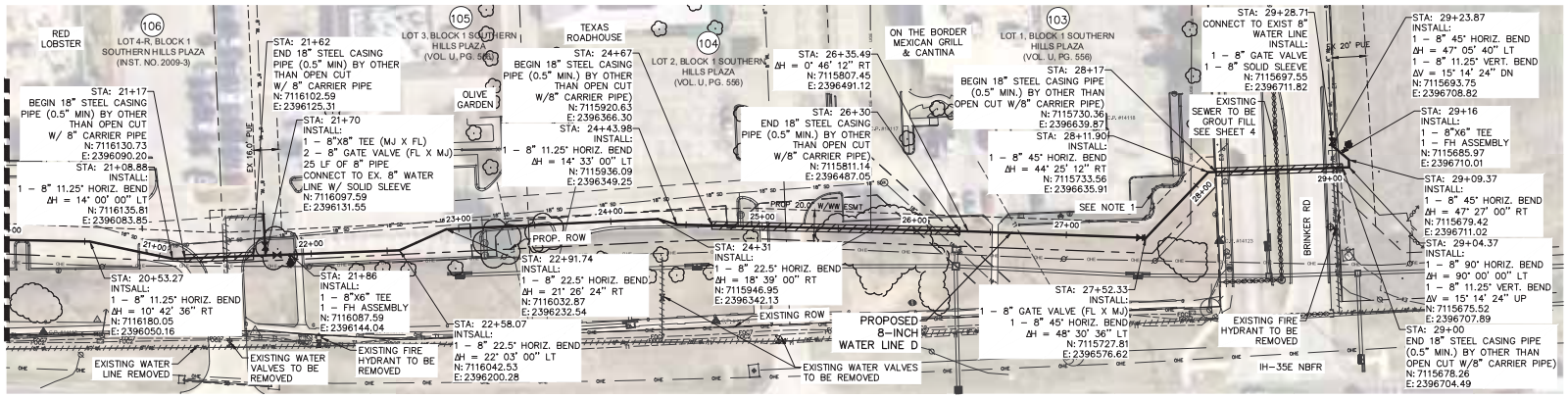
CITY OF DENTON

IH-35E MAYHILL
UTILITY RELOCATIONS

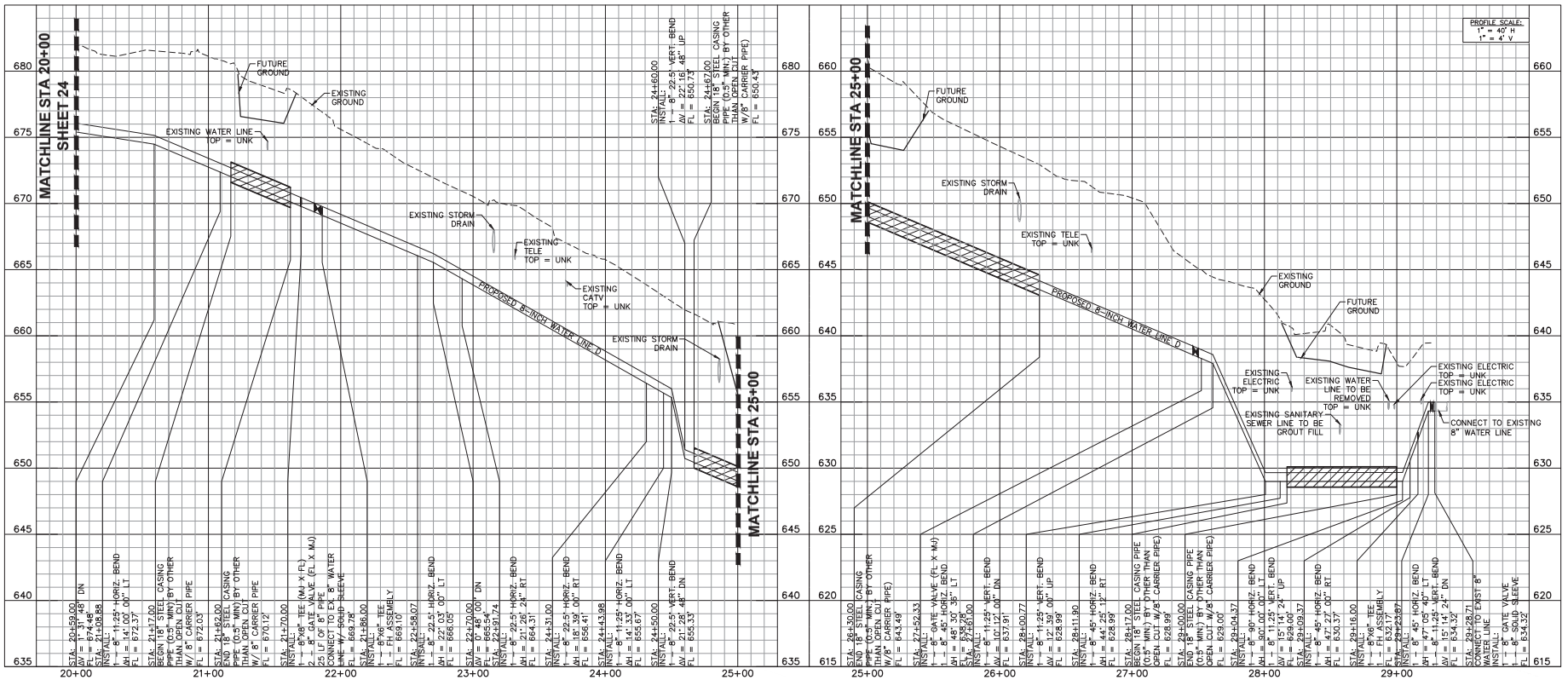
PROPOSED 8-INCH WATER LINE D
STA 10+00 TO 20+00

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
24



PROPOSED 8-INCH WATER LINE D STA 20+00 TO END



Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
JOSEPH A. PEREZ
103741
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON

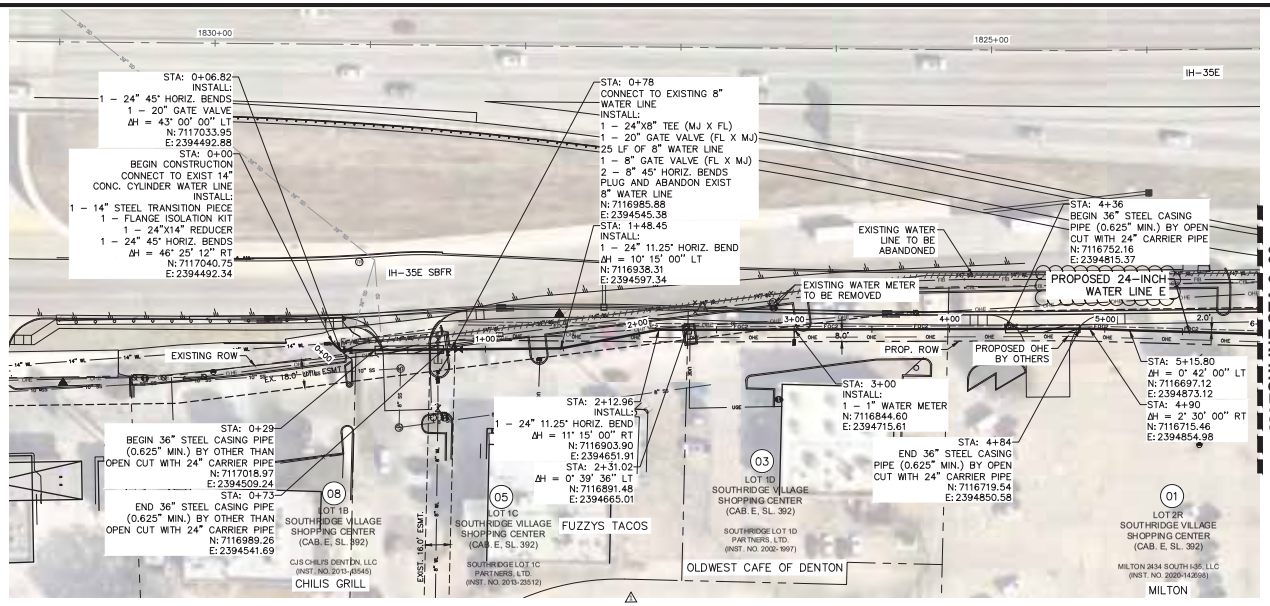
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED 8-INCH WATER LINE D
STA 20+00 TO END

DATE: JULY 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
25

K:\FTW_Utilities\061024039--IH--35E-Mayhill--Utilities\CADD\SHEETS\B_C--WATER--WLD.dwg 7/29/2022 8:36 AM

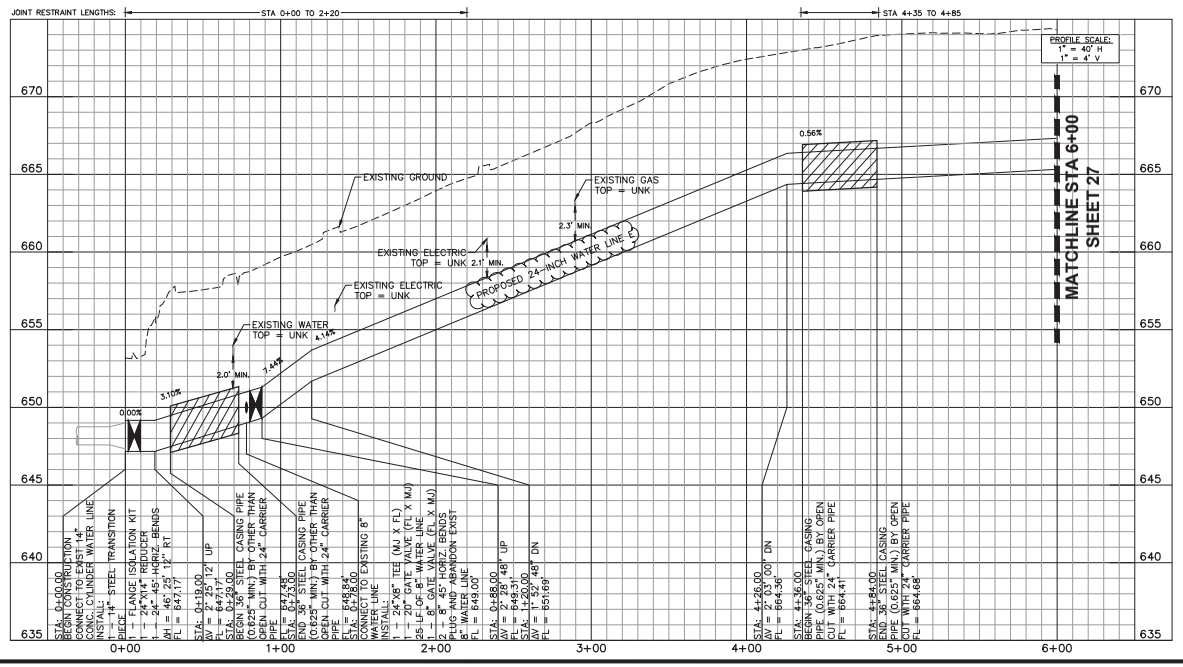


PROPOSED 24-INCH WATER LINE E STA 0+00 TO 6+00

GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. WATER MAIN REMAINS IN EXISTING EASEMENT FROM STA 0+00 TO 0+90, AND THEN TRANSITIONS INTO TXDOT ROW. CONTRACTOR TO TAKE EXTREME CAUTION WORKING ADJACENT TO MULTIPLE OTHER UTILITIES IN THE CORRIDOR.



PROPOSED 24-INCH WATER LINE E
STA 0+00 TO 6+00

Kimley»Horn
12700 Park Central Dr., Suite 1900 Dallas, TX 75251
801 Cherry St., Suite 2300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PER DESIGN CHANGE TO REFLECT BID MATERIAL	CPI	10/13/2022

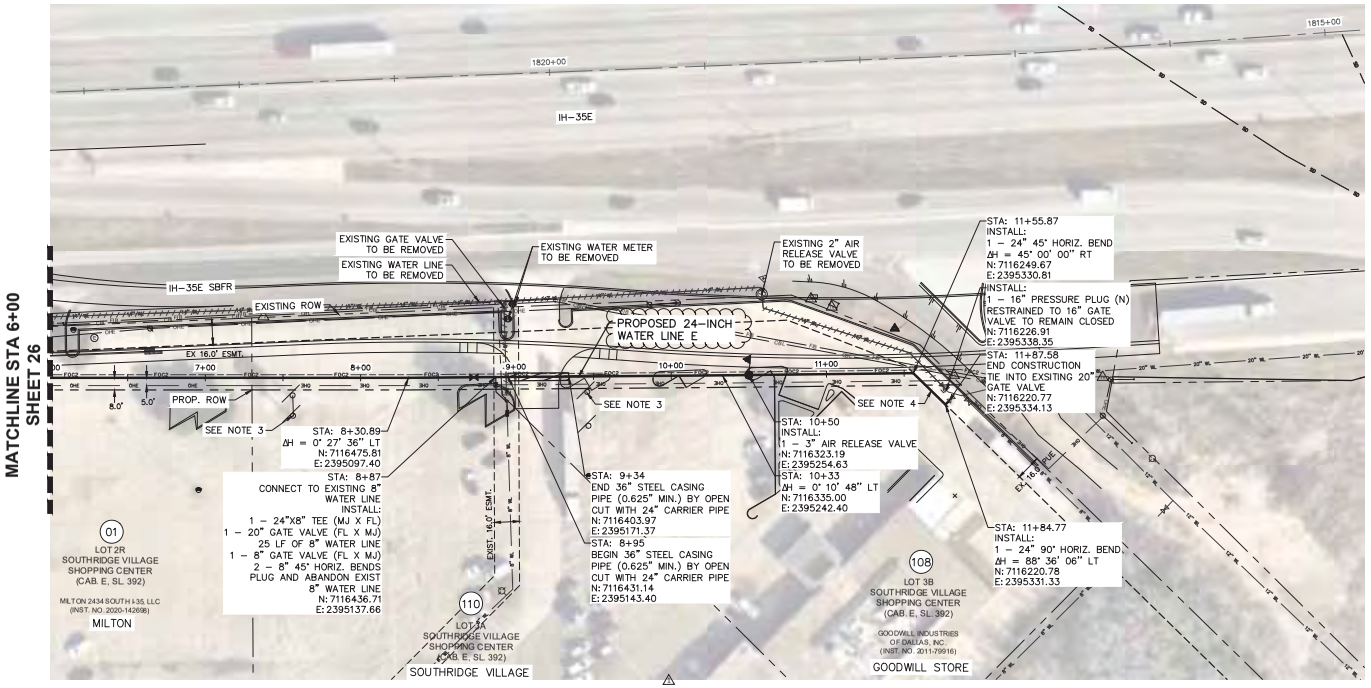
10/12/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103740
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

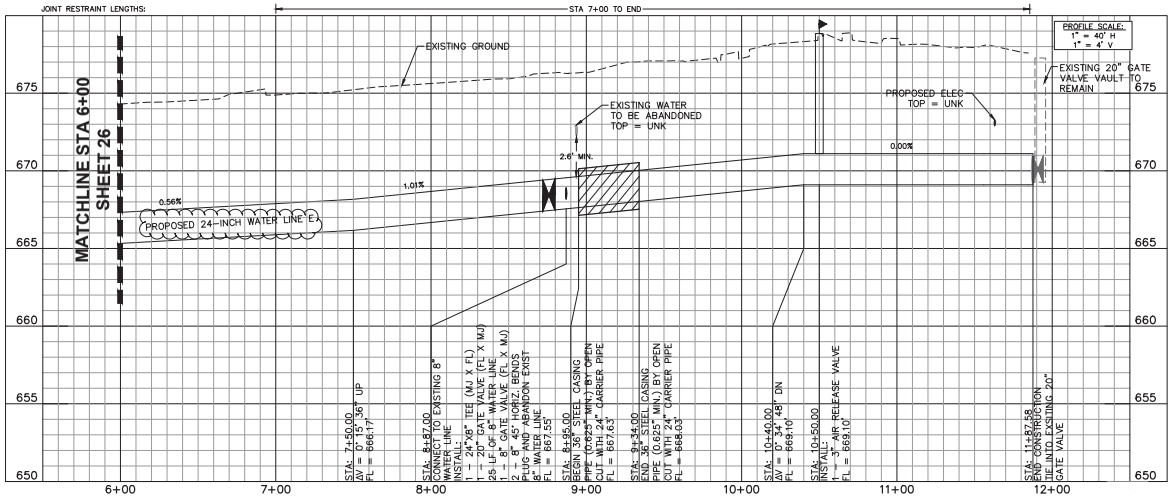
DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
26

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\10_C-WATER-WE.dwg 10/12/2022 12:27 PM



PROPOSED 24-INCH WATER LINE E STA 6+00 TO END



GRAPHIC SCALE IN FEET
0 20 40 80
FOR 11"X17" 1"=80'

SHEET NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY OF DENTON WATER FIELD OPERATIONS 48-HOURS IN ADVANCE OF PERFORMED SHUTDOWN AND TIE-IN.
2. VACUUM EXCAVATION SHALL BE SUBSIDIARY TO THE LOCATION OF EXISTING UTILITIES BID ITEM.
3. EXISTING SIGNS TO BE REMOVED BY OTHERS.
4. NO TEMPORARY CONSTRUCTION EASEMENTS ARE PROVIDED. CONTRACTOR TO COORDINATE CONSTRUCTION ACCESS WITH ADJACENT PROPERTY OWNERS.

Kimley»Horn
1700 Pacific Ave., Suite 1600 Dallas, TX 75201
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date
1	PRELIMINARY NOT FOR CONSTRUCTION PURPOSES	CPI	10/12/2022

10/12/2022
CHRISTOPHER P. IRWIN
103232
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

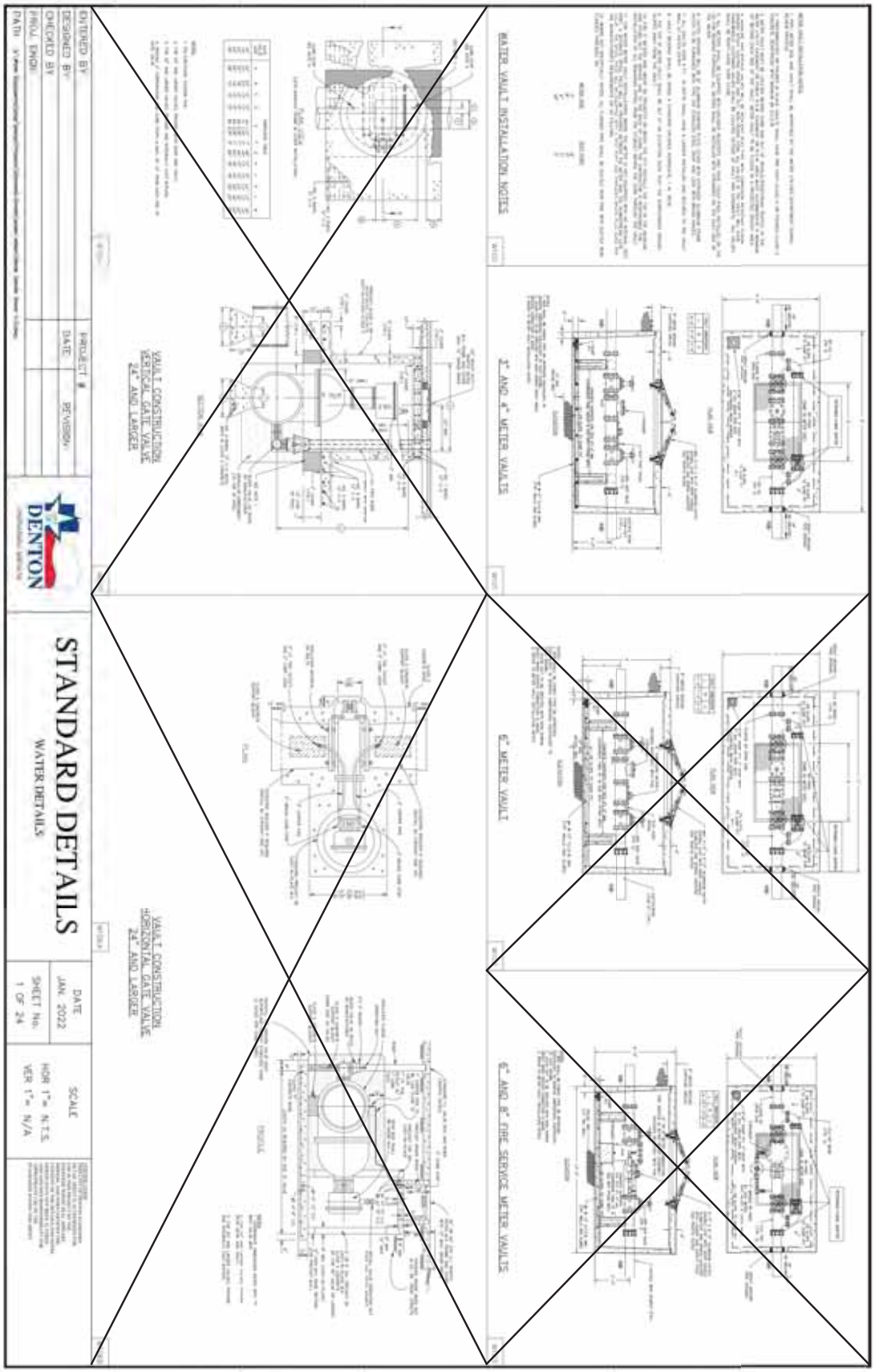
PROPOSED 24-INCH WATER LINE E
STA 6+00 TO END

DATE: OCTOBER 2022
DESIGN: CPI
DRAWN: NDCH
CHECKED: JRA
KHA NO.: 061024039

SHEET
27

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\10_C-WATER-WE.dwg 10/12/2022 12:27 PM

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\10_C-DETAILS.dwg 7/29/2022 8:38 AM



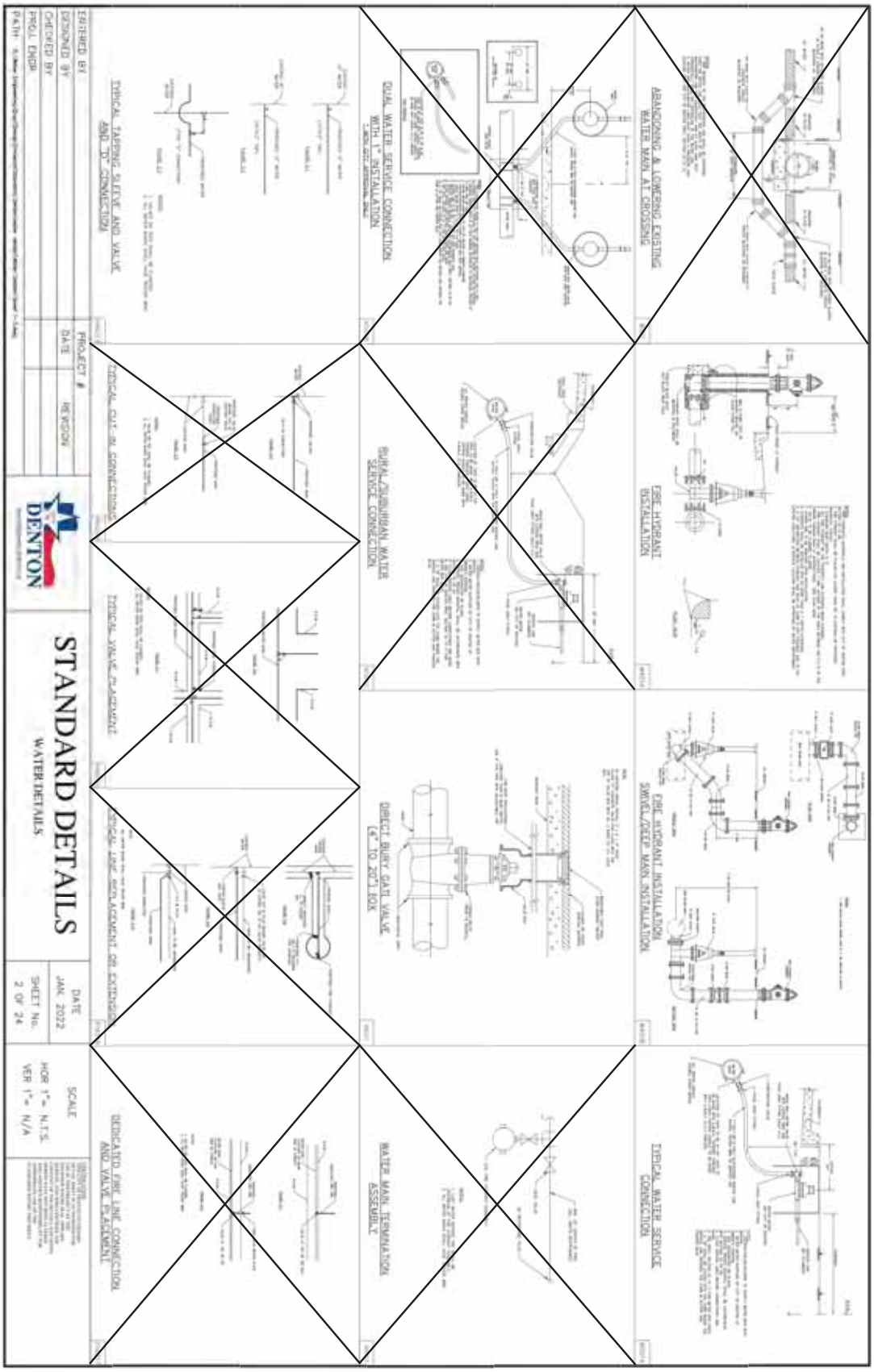
29 SHEET	DATE: JULY 2022 DESIGN: CPI DRAWN: NDCH CHECKED: JRA KHA NO.: 061024039	CITY STANDARD DETAILS 1	CITY OF DENTON IH-35E MAYHILL UTILITY RELOCATIONS

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IVEY
120042
LICENSED
PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\10_C-DETAILS.dwg 7/29/2022 8:39 AM



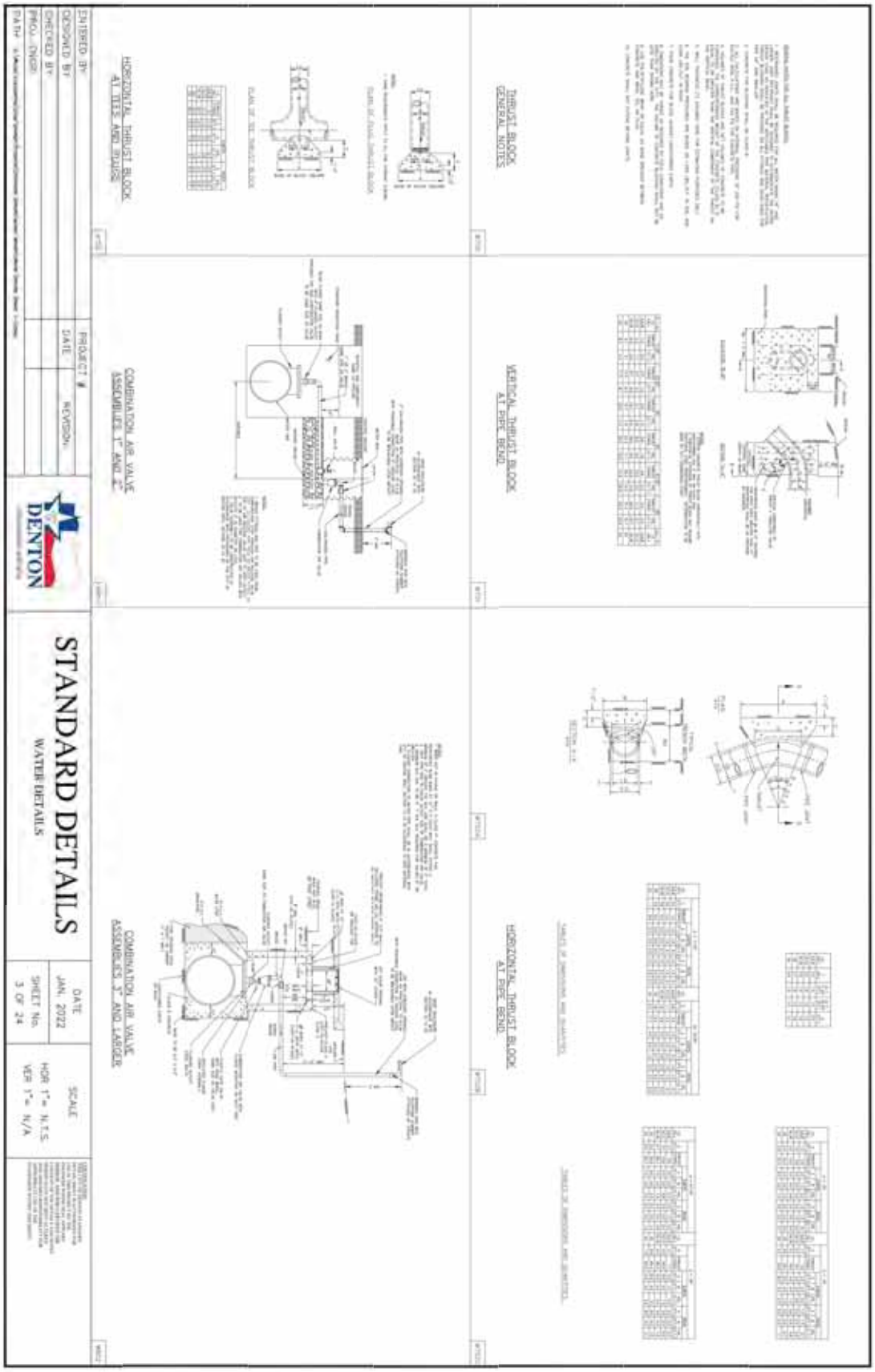
SHEET 30	DATE: JULY 2022	CITY STANDARD DETAILS 2	CITY OF DENTON IH-35E MAYHILL UTILITY RELOCATIONS
	DESIGN: CPI		
	DRAWN: NDCH		
	CHECKED: JRA		
	KHA NO.: 061024039		

07/27/2022 STATE OF TEXAS CHRISTOPHER P. IVEY 120042 LICENSED PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928 P: 817-335-6511
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\10_C-DETAILS.dwg 7/29/2022 8:39 AM



SHEET 31	DATE: JULY 2022	CITY STANDARD DETAILS 3	CITY OF DENTON
	DESIGN: CPI		IH-35E MAYHILL
	DRAWN: NDCH		UTILITY RELOCATIONS
	CHECKED: JRA		
	KHA NO.: 061024039		

07/27/2022 STATE OF TEXAS CHRISTOPHER P. IDE 120042 LICENSED PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928 P: 817-335-6511
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

CITY STANDARD DETAILS 4

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET 32

Kimley»Horn
TBPE Firm No. 928 P: 817-335-6511
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

CITY STANDARD DETAILS 5

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NCH
CHECKED:	JRA
KHA NO.:	061024039

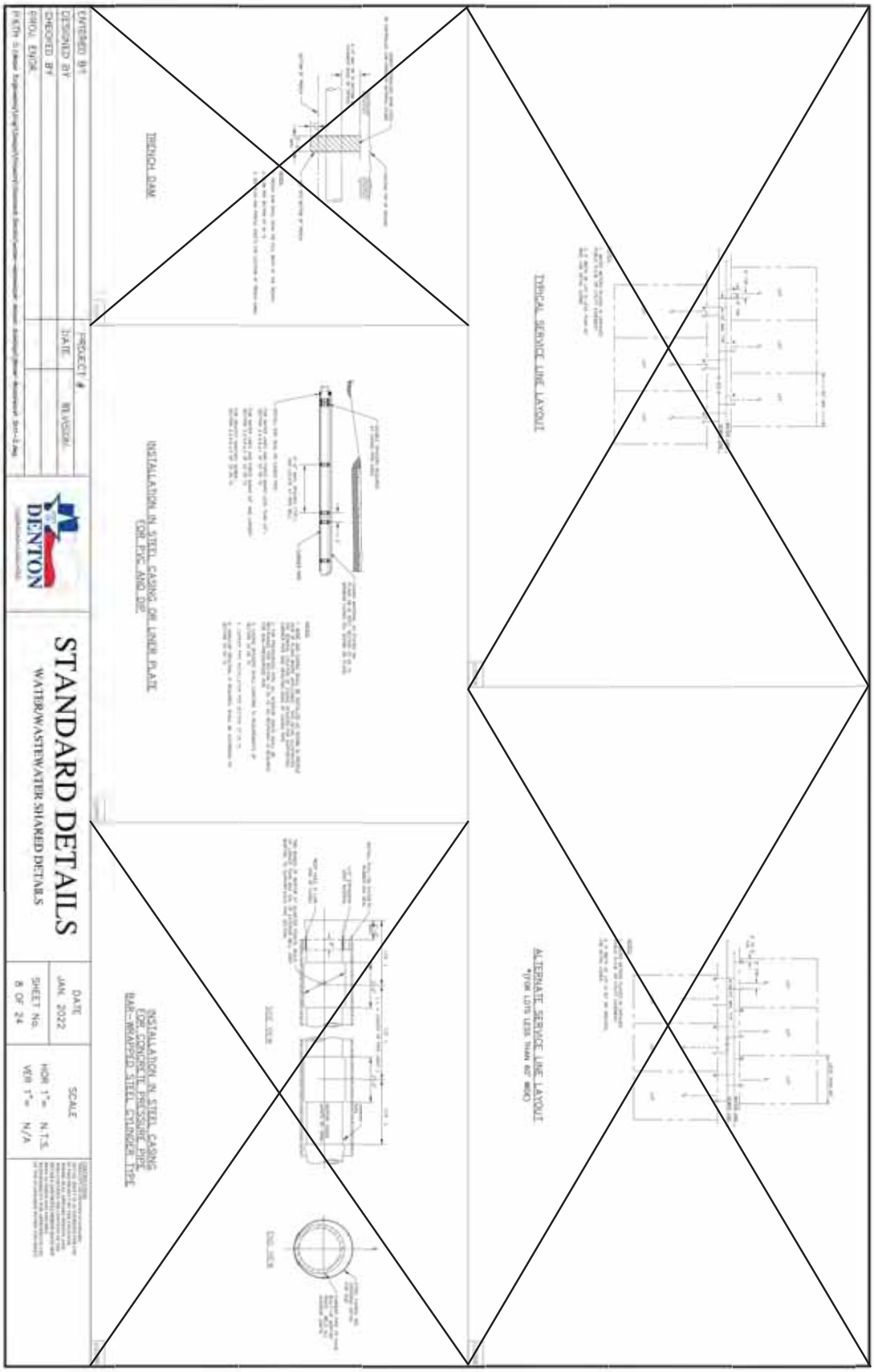
SHEET 33

07/27/2022
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
120045
JOSEPH R. ANDREWS

Kimley»Horn
TBPE Firm No. 928 P: 817-335-6511
801 Cherry St. Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\10_C-DETAILS.dwg 7/29/2022 8:39 AM

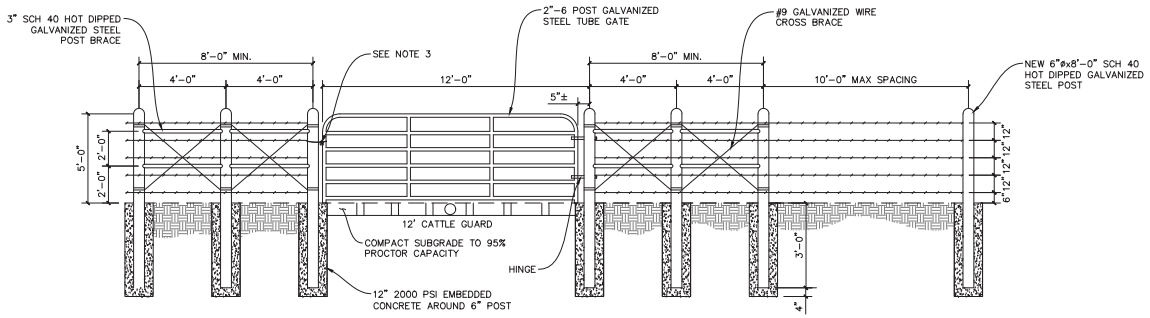


34 SHEET	DATE: JULY 2022 DESIGN: CPI DRAWN: NDCH CHECKED: JRA KHA NO.: 061024039	CITY STANDARD DETAILS 6	CITY OF DENTON IH-35E MAYHILL UTILITY RELOCATIONS

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. TOY
120042
LICENSED
PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928 P: 817-335-6511
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

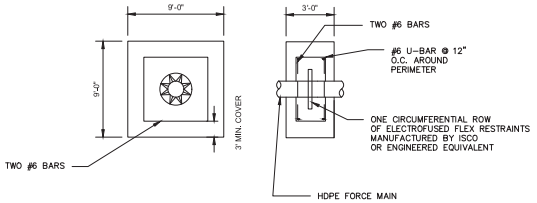
No.	Revision	By	Date



NOTES:

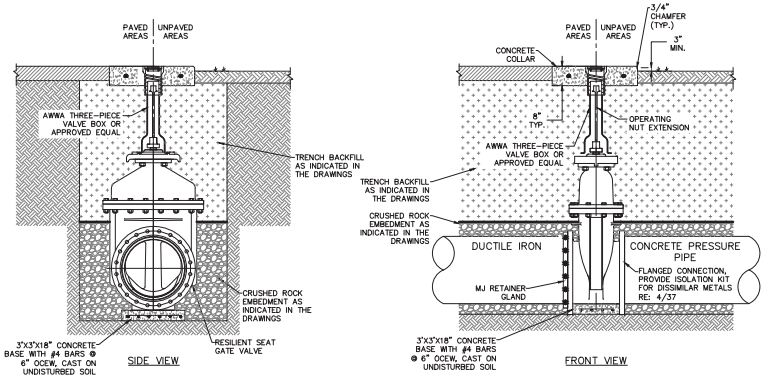
1. THE DETAIL ABOVE IS FOR TEMPORARY OR PERMANENT FENCING.
2. PERMANENT GATE SHALL BE 2", 16GA., 12'x50" TUBE GATE MANUFACTURED BY TRACTOR SUPPLY CO., SKU #3603116 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT GATE SPECS AS RECORD DATA.
3. PRESSURE TREATED WOOD POSTS (4" DIAMETER) ARE ALLOWED FOR TEMPORARY FENCE INSTALLATION.
4. TEMPORARY GATE SHALL BE 12' SWING, GALVANIZED STEEL TUBE GATE.
5. IN AREAS ADJACENT TO LIVESTOCK, TEMPORARY FENCE SHALL REMAIN IN PLACE UNTIL SEEDING HAS DEVELOPED INTO A UNIFORM STAND OF GRASS AND HAS BEEN ACCEPTED BY THE ENGINEER. FOLLOWING ACCEPTANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY FENCE.
6. TEMPORARY FENCING POSTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 96' WITH "T" STEEL POSTS AT A MAXIMUM OF 12' SPACING. "T" POSTS SHALL BE EMBEDDED A MINIMUM OF 2'-3" INTO GROUND.
7. CONTRACTOR SHALL SUBMIT SHOP DRAWING DETAILING CONNECTION OF PROPOSED PERMANENT GATE TO EXISTING FENCE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

A 35 TEMPORARY BARBED WIRE FENCE AND PERMANENT FENCE REPAIR
SCALE: NOT TO SCALE



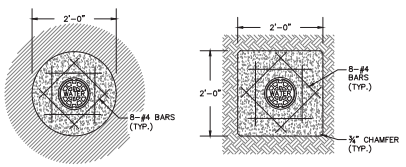
UTILIZE DETAIL IF HDPE IS THE SELECTED PIPE MATERIAL.
INSTALL AT ALL CONNECTION POINTS BACK TO EXISTING PIPES.

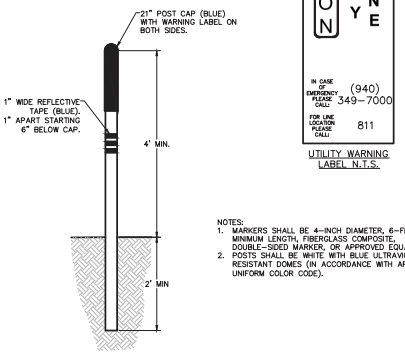
B 35 HDPE THRUST BLOCK
SCALE: NOT TO SCALE



NOTES:
1. DIRECT BURY GATE VALVES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH AWWA C105.
2. OPERATING NUT/STEM EXTENSION SHALL BE REQUIRED WHERE VALVE OPERATING NUTS ARE MORE THAN 24" BELOW FINISHED GRADES.

C 35 20" DIRECT BURY RESILIENT SEATED GATE VALVE
SCALE: NOT TO SCALE

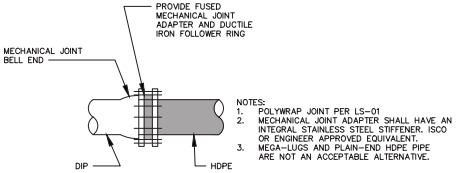




UTILITY WARNING LABEL N.T.S.

NOTES:
1. MARKERS SHALL BE 4-INCH DIAMETER, 6-FEET MINIMUM LENGTH, FIBERGLASS COMPOSITE, DOUBLE-SIDED MARKER, OR APPROVED EQUAL.
2. POSTS SHALL BE WHITE WITH BLUE ULTRAVIOLET RESISTANT DOMES (IN ACCORDANCE WITH APWA UNIFORM COLOR CODE).

D 35 UTILITY MARKER
SCALE: NOT TO SCALE



NOTES:
1. POLYWRAP JOINT PER LS-01
2. MECHANICAL JOINT ADAPTER SHALL HAVE AN INTEGRAL STAINLESS STEEL STIFFENER. ISCO OR ENGINEER APPROVED EQUIVALENT.
3. MEGA-LUGS AND PLAIN-END HDPE PIPE ARE NOT AN ACCEPTABLE ALTERNATIVE.

UTILIZE DETAIL IF HDPE IS THE SELECTED PIPE MATERIAL.
INSTALL AT ALL CONNECTION POINTS BACK TO EXISTING PIPES. INSTALL AT ALL DIP APPURTENANCES AND FITTINGS

E 35 DIP TO HDPE WATER MAIN TRANSITION
SCALE: NOT TO SCALE

Kimley»Horn
TBPE Firm No. 928 801 Cherry St., Suite 1300 Ft. Worth, TX 76102 P: 817.335.6511

No.	Revision	By	Date

07/27/2022
ENGINEERING
JAMES A. RAY
103671
LICENSED
STATE OF TEXAS

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

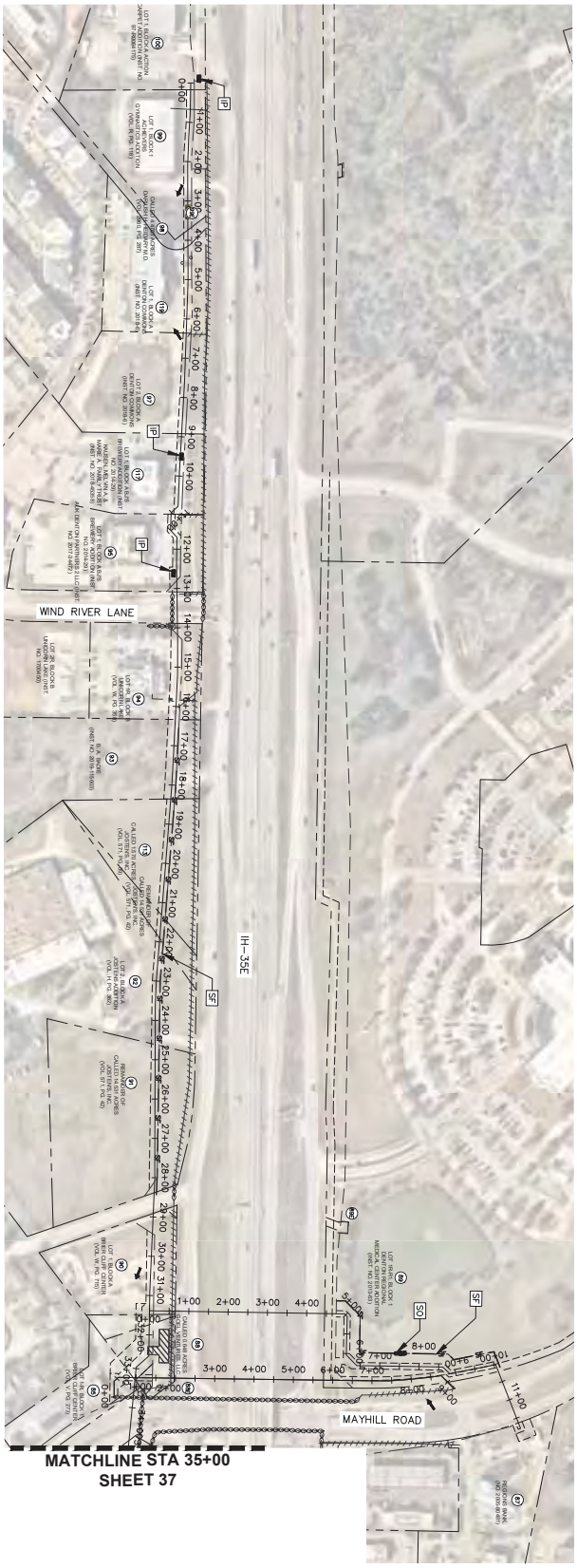
CONSTRUCTION DETAILS 1

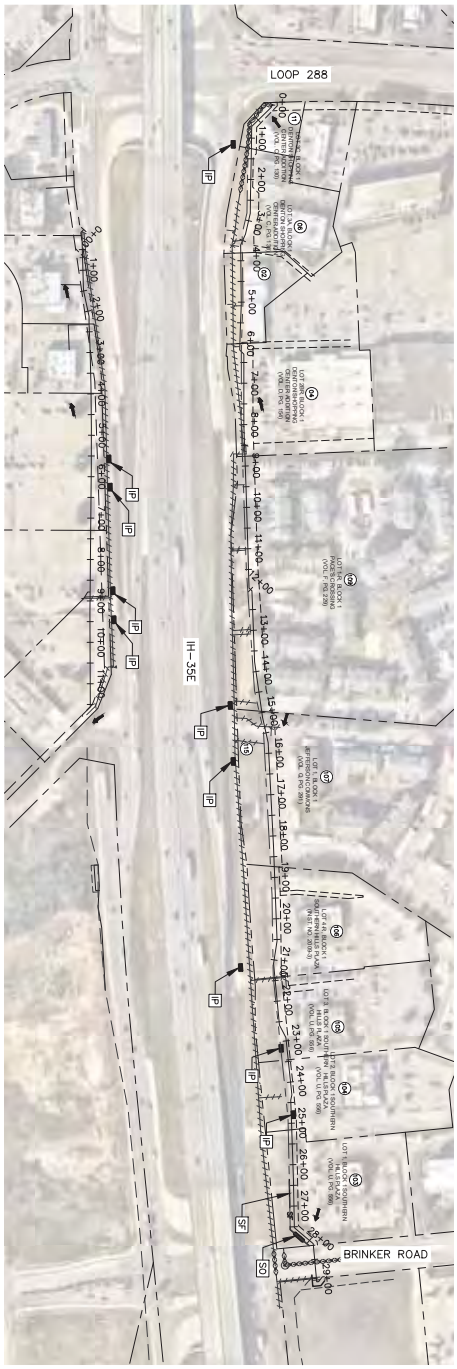
DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
35

K:\FTW_Utilities\061024039-IH--35E-Mayhill--Utilities\CADD\SHEETS\10_C-DETAILS.dwg 7/29/2022 8:59 AM

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\11_C-EROSION CONTROL.dwg 7/29/2022 8:40 AM





LEGEND

- FLOW ARROW
- IP — INLET PROTECTION RE: C/38
- SO — STONE OVERFLOW STRUCTURE RE: B/38
- SF — SILT FENCE RE: A/38

GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

SHEET 36	DATE: JULY 2022	EROSION CONTROL PLAN 1
	DESIGN: CPI	
	DRAWN: NDCH	
	CHECKED: JRA	
	KHA NO.: 061024039	

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IDE
120042
LICENSED PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102
P: 817-335-6511

No.	Revision	By	Date

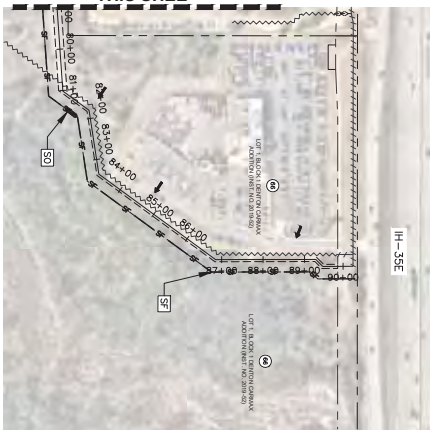
K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\11_C-EROSION CONTROL.dwg 7/29/2022 8:40 AM

MATCHLINE STA 35+00
SHEET 36

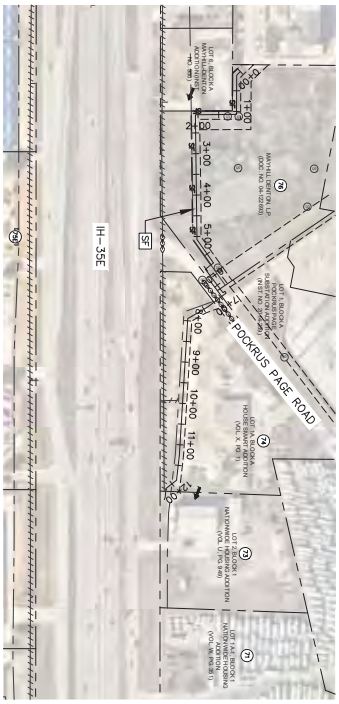


MATCHLINE STA 79+00
THIS SHEET

MATCHLINE STA 79+00
THIS SHEET



GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'



GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

LEGEND

SF	SILT FENCE RE: A/38
SO	STONE OVERFLOW STRUCTURE RE: B/38
IP	INLET PROTECTION RE: C/38
	FLOW ARROW

GRAPHIC SCALE IN FEET
0 75 150 300
FOR 11"X17" 1"=300'

SHEET	37
DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

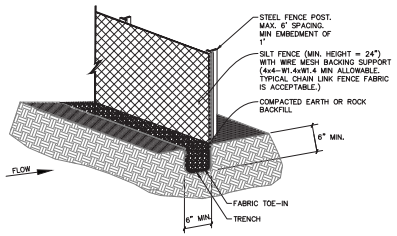
EROSION CONTROL PLAN 2

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IVEY
120049
LICENSED PROFESSIONAL ENGINEER

Kimley»Horn
TBPE Firm No. 928 P: 817-335-6511
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

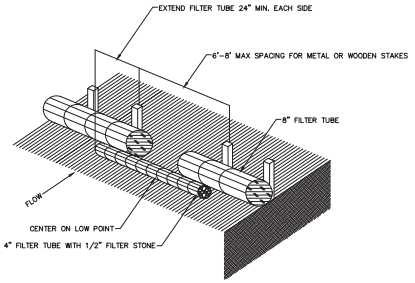
No.	Revision	By	Date



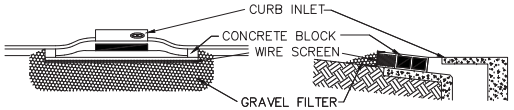
NOTES:

1. POSTS 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.
2. 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. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. 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.
4. 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.
5. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
7. 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.
8. PROVISIONS FOR SILT FENCE CAN BE COMBINED WITH TEMPORARY FENCE IN LOCATION WHERE BOTH ARE REQUIRED.
9. CONTRACTOR SHALL PREPARE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE SPECIFICATIONS.

A / 38 — SILT FENCE INSTALLATION
SCALE: NOT TO SCALE

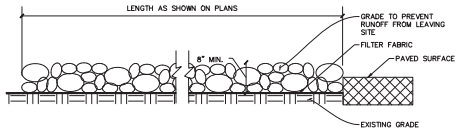


B / 38 — OVERFLOW STONE STRUCTURE
SCALE: NOT TO SCALE

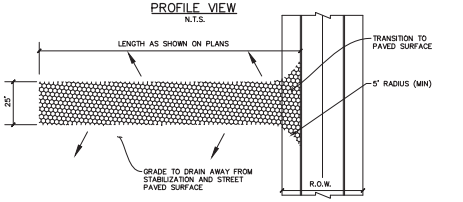


1. PLACE CONCRETE BLOCKS IN A SINGLE ROW IN FRONT OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4-INCH, 8-INCH, OR 12" BLOCKS. MIN. HEIGHT OF BARRIER 12" AND MAX. HEIGHT OF 24"
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER VERTICAL FACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE ANY NON-ERODIBLE MATERIAL SUCH AS LOOSE ROCK, BROKEN CONCRETE THAT WILL SLOW THE FLOW OF THE WATER AND ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

C / 38 — INLET PROTECTION
SCALE: NOT TO SCALE

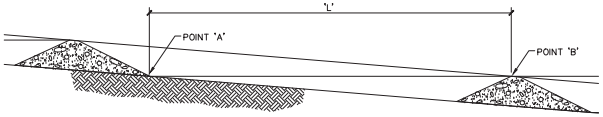


PROFILE VIEW
N.T.S.

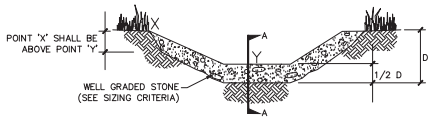


PLAN VIEW
N.T.S.

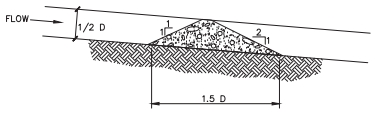
'L' = THE DISTANCE SUCH THAT POINTS 'A' AND 'B' ARE OF EQUAL ELEVATION.



SPACING BETWEEN CHECK DAMS



VIEW LOOKING UPSTREAM



SECTION A-A

ROCK CHECK DAM GENERAL NOTES:

1. STONE SHALL BE WELL GRADED WITH SIZE RANGE FROM 1-½ TO 3-½ INCHES IN DIAMETER DEPENDING ON EXPECTED FLOWS.
2. THE CHECK DAM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE.
3. THE CHECK DAM SHALL BE INSPECTED AS SPECIFIED IN THE SWPPP AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE CHECK DAM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
5. WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED, THE CHECK DAM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

D / 38 — ROCK CHECK DAM
SCALE: NOT TO SCALE

STABILIZED CONSTRUCTION ACCESS GENERAL NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.
2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

A / 38 — CONSTRUCTION ENTRANCE
SCALE: NOT TO SCALE

Kimley»Horn
TBPE Firm No. 928 P: 817.335-6511
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER PHILLIPS
103671
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

EROSION CONTROL DETAILS

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
38

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CADD\SHEETS\10_C-DETAILS.dwg 7/29/2022 8:41 AM

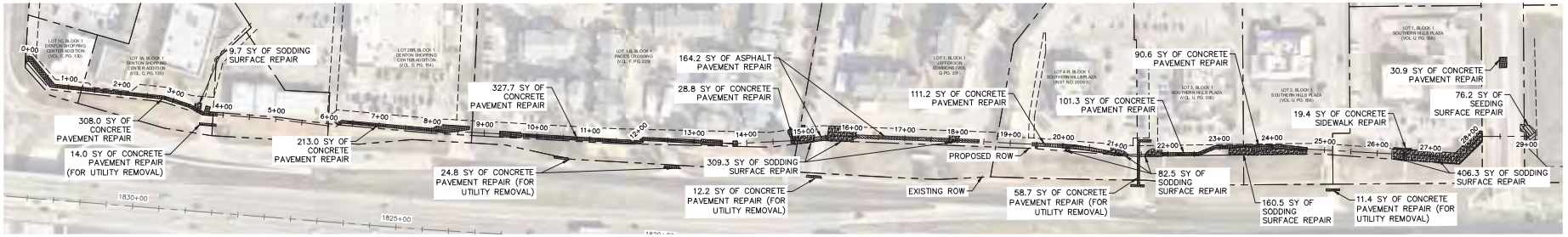
LEGEND

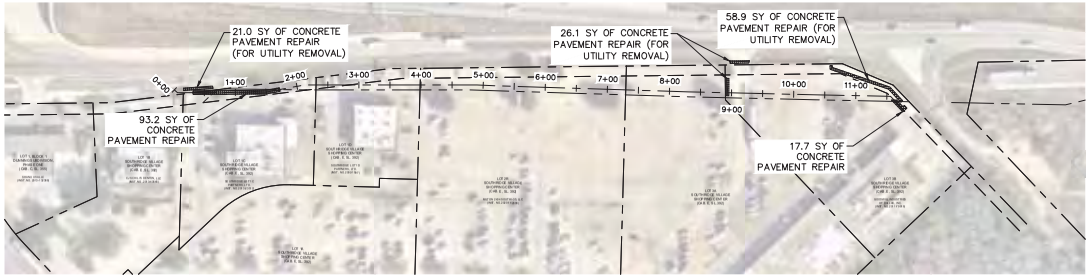
- ASPHALT PAVEMENT REPAIR (RE: A/35)
- CONCRETE PAVEMENT REPAIR (RE: B/35)
- SEEDING SURFACE REPAIR
- SODDING SURFACE REPAIR

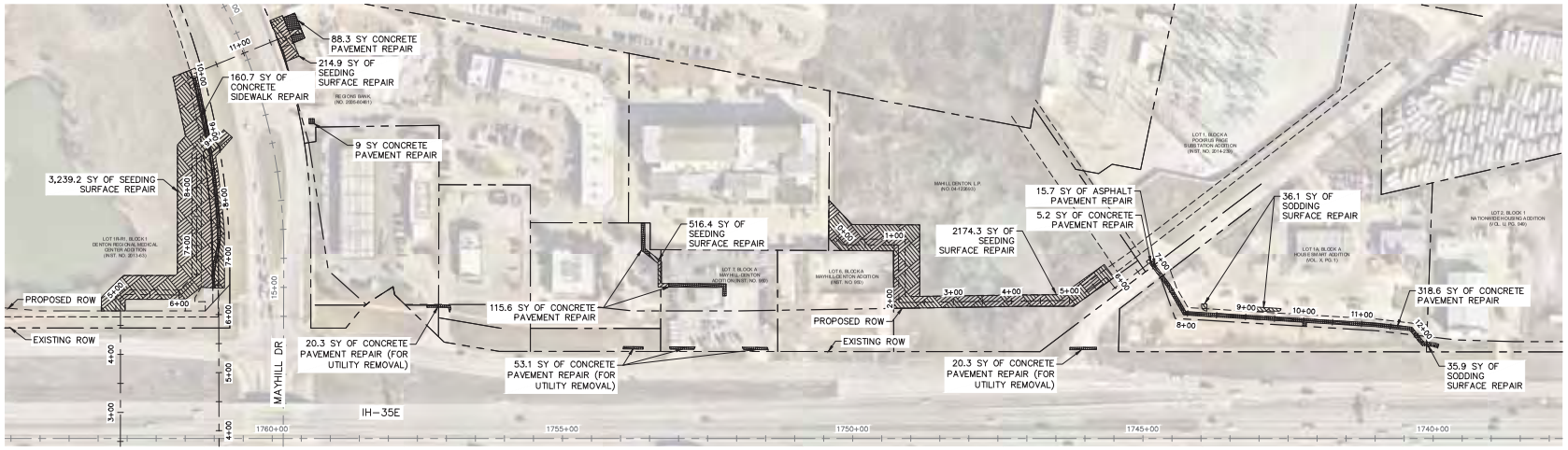
SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'







Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
JOSEPH A. KOLLMAN
103749
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON

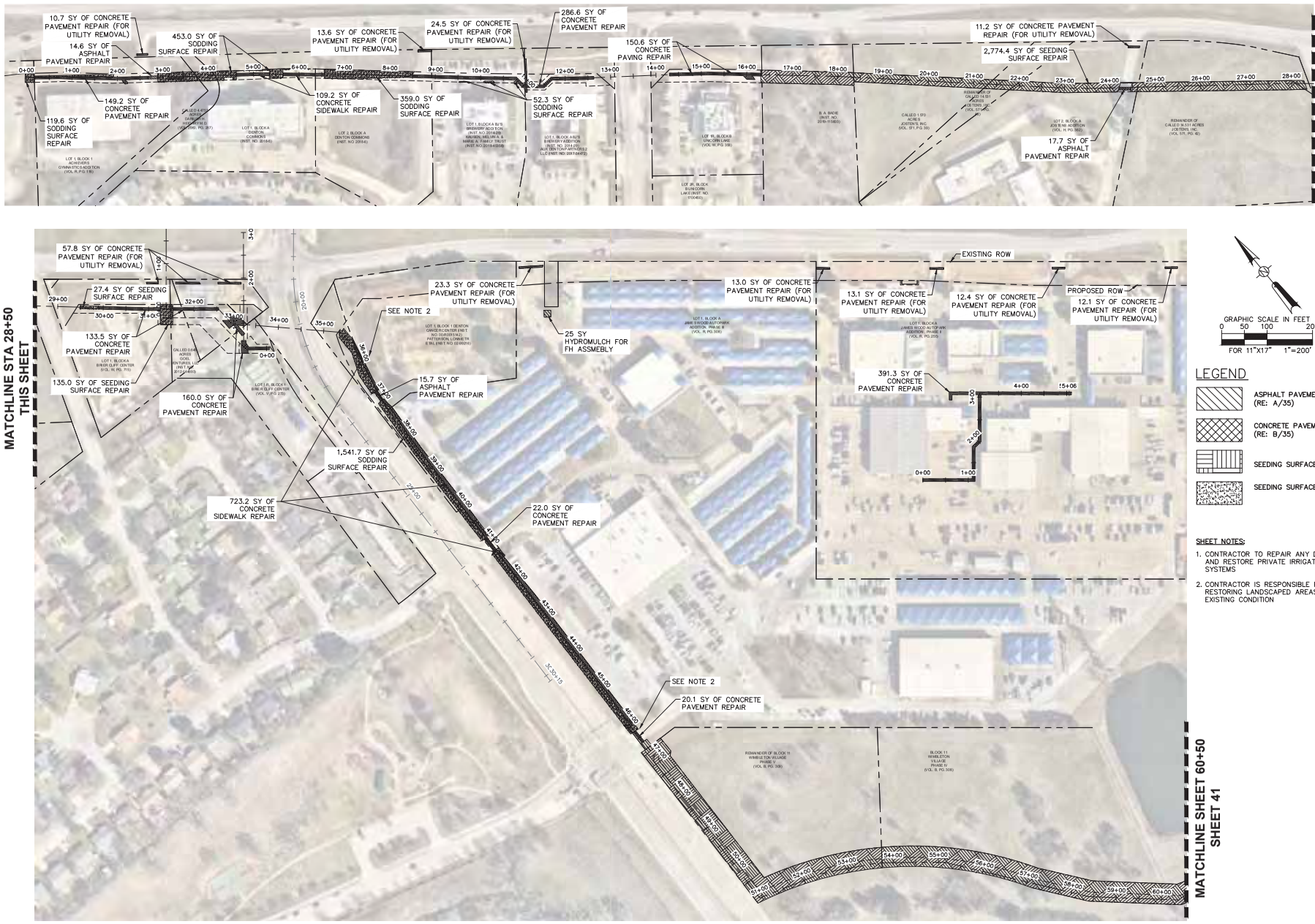
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR (SHEET 1 OF 3)

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
39

K:\FTW_Utilities\061024039-IH-35E-Mayhill-Utilities\CAD\SHEETS\12_PAVEMENT REPAIR.dwg 7/29/2022 8:42 AM



SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022
STATE OF TEXAS
CHRISTOPHER P. IRWIN
103734
LICENSED PROFESSIONAL ENGINEER

CITY OF DENTON
IH-35E MAYHILL UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR (SHEET 2 OF 3)

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
40

K:\FTW_Utilities\061024039--IH--35E-Mayhill--Utilities\CADD\SHEETS\12_PAVEMENT REPAIR.dwg 7/29/2022 8:42 AM



LEGEND

- ASPHALT PAVEMENT REPAIR (RE: A/35)
- CONCRETE PAVEMENT REPAIR (RE: B/35)
- SEEDING SURFACE REPAIR
- SEEDING SURFACE REPAIR

GRAPHIC SCALE IN FEET
0 50 100 200
FOR 11"X17" 1"=200'

SHEET NOTES:

1. CONTRACTOR TO REPAIR ANY DAMAGE TO AND RESTORE PRIVATE IRRIGATION SYSTEMS
2. CONTRACTOR IS RESPONSIBLE FOR RESTORING LANDSCAPED AREAS TO EXISTING CONDITION

Kimley»Horn
TBPE Firm No. 928
801 Cherry St., Suite 1300 Ft. Worth, TX 76102

No.	Revision	By	Date

07/27/2022

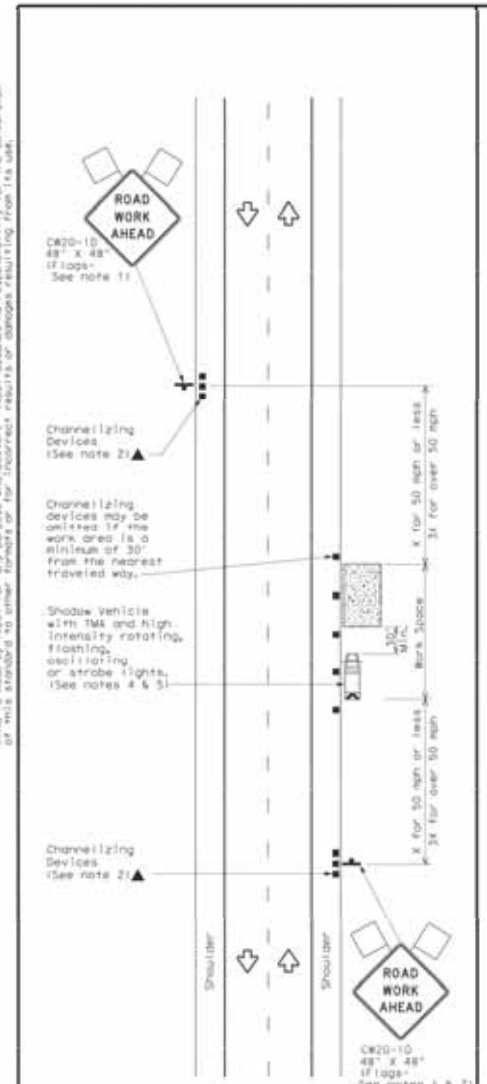
CITY OF DENTON
IH-35E MAYHILL
UTILITY RELOCATIONS

PROPOSED SURFACE REPAIR
(SHEET 3 OF 3)

DATE:	JULY 2022
DESIGN:	CPI
DRAWN:	NDCH
CHECKED:	JRA
KHA NO.:	061024039

SHEET
41

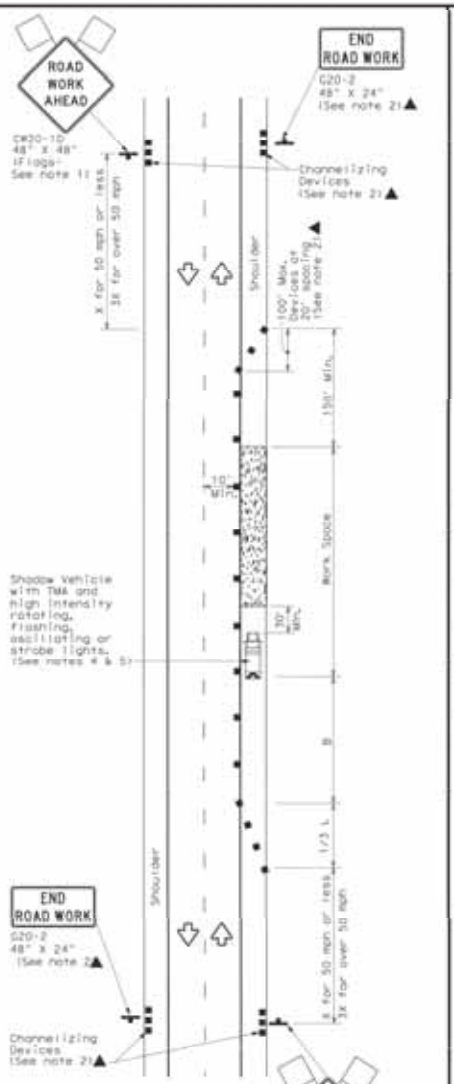
K:\FTW_Utilities\061024039--IH--35E--Mayhill--Utilities\CADD\SHEETS\12_PAVEMENT REPAIR.dwg 7/29/2022 8:42 AM



TCP (1-1a)

WORK SPACE NEAR SHOULDER

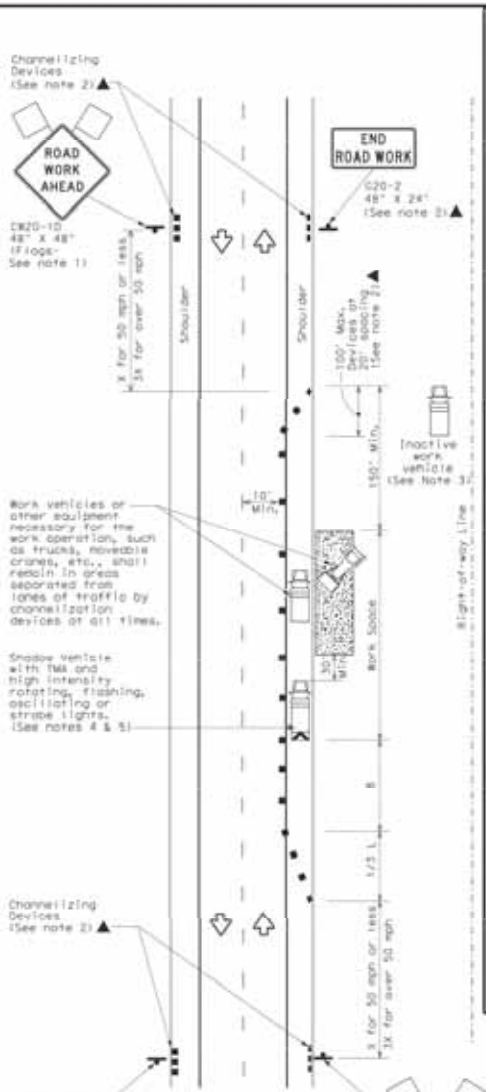
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices 0ft & Taper	0ft & Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

* * Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(S-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

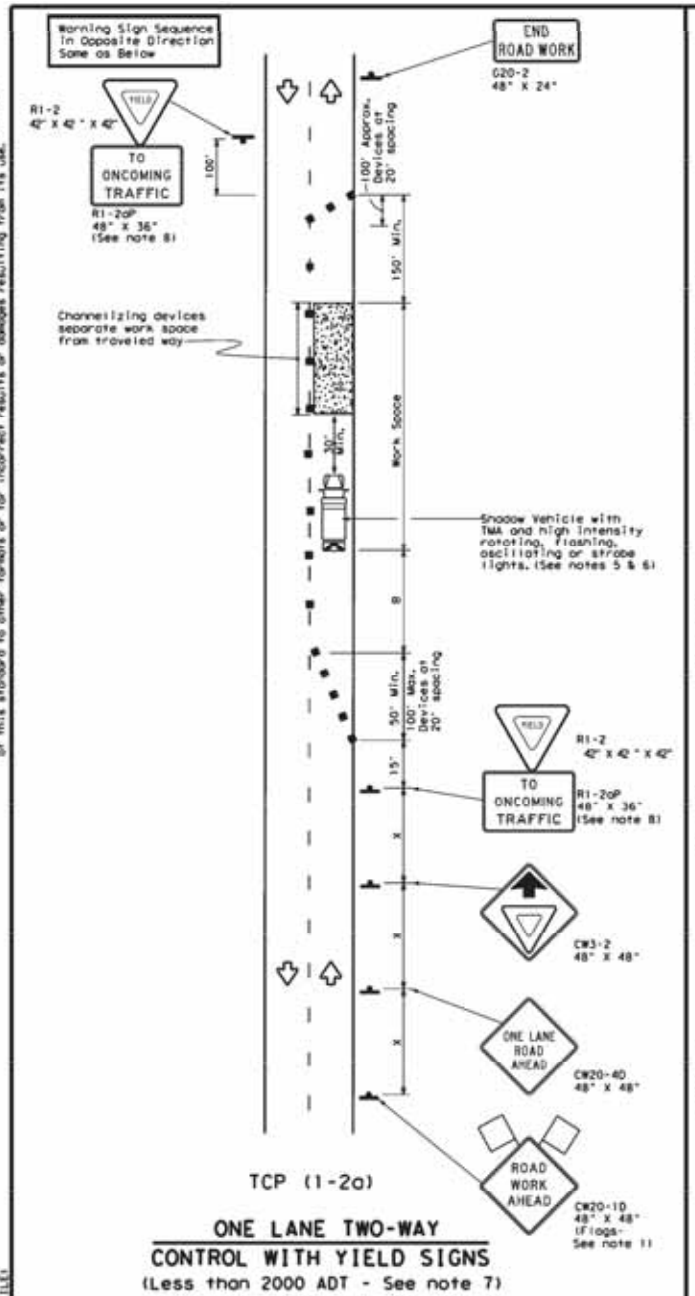
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 42

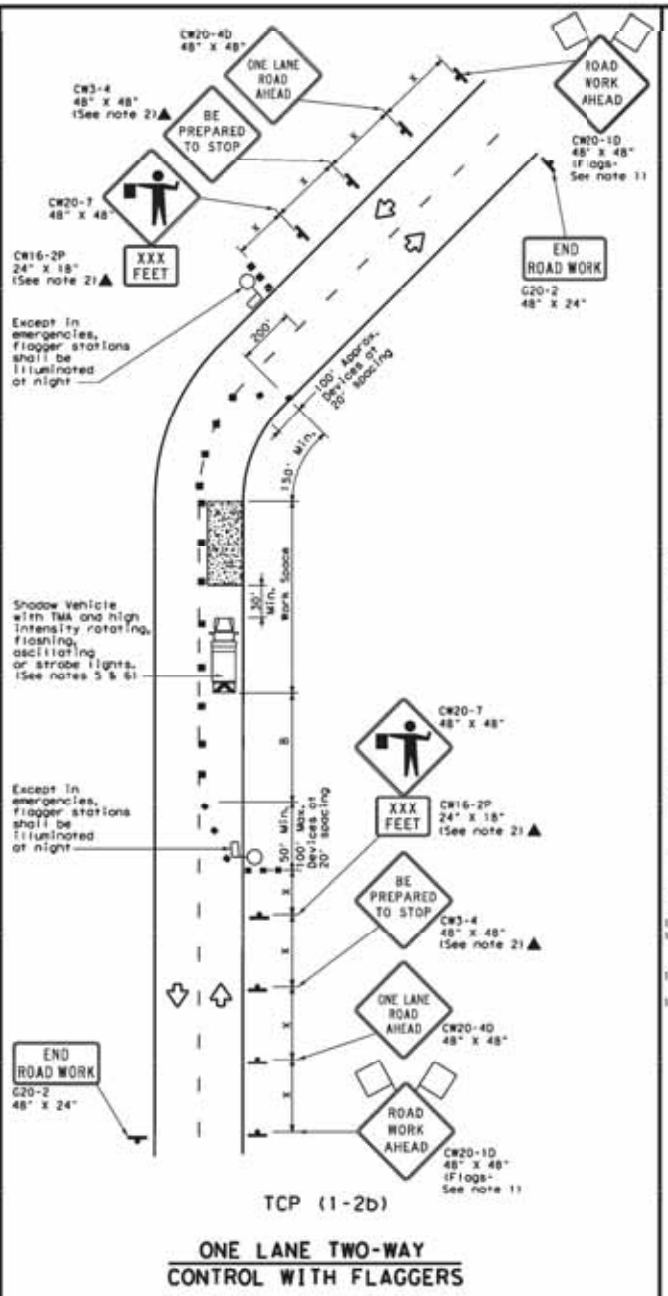
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	$L=WS$	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 8-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 43

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

City of Denton **Reimbursable Cost Estimate**

Client:	**City of Denton**	**Date:**	**9/20/2022**
Project:	**IH35E Mayhill from Loop 288 to Post Oak - Utility Relocations**	**Prepared By:**	**CPI**
KHA No.:	**061024039**	**Checked By:**	**JRA**

Title: **Water Cost Projection Summary**

Project Description			Total
Water Line Relocations	17,342	LF	$11,986,735
Utility Abandonments	15,736	LF	$797,541
Construction Total			**$12,784,276**
Property Acquisition for Proposed Easements	31	parcels	$2,142,471.25
Property Acquisition Consultant Services (Task 11 in Kimley-Horn Contract Attached)			$551,500.00
Engineering (Contract Attached) (includes design, survey, CA, permitting, geotech and SUE, less the $35,000 conflict analsyis))			$630,100.00
City Staff Time (backup estimate provided)			$81,135
Combined Total			**$16,189,482.25**
Betterment for 16-inch to 20-inch (non-reimbursable):			**$747,065**
Engineering for I-35 Conflict Analysis (Task 12, non-reimbursable under this contract):			**$35,000**
Total Reimbursable Amount:			**$15,407,417.25**

Basis for Cost Projection:

- ☐ No Design Completed
- ☐ Preliminary Design
- ☑ Final Design

ACTUAL BID TABULATION PROVIDED AS BACKUP

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

SECTION 00 42 43 - UNIT PRICE BID FORM

City of Denton Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Cori Power/Purchasing Dept.

PROJ.: IH-35E - Mayhill Utility Relocations
IFB: 7968-001

From: Mountain Cascade of Texas, LLC
5340 East US Highway 67
Alvarado, TX 76009
Andrew L. McCulloch
817-783-3094
amcculloch@mountaincascade.com

BIDDERS APPLICATION - UNIT PRICE BID

Item No.	COD SPEC	Description of work	BID QTY	UOM	Unit Price	Extended Price
UNIT 1 - WATER IMPROVEMENTS						
1	01 58 13	0158.001 - Temporary Project Sign	8	EA	$ 1,000.00	$ 8,000.00
2	01 70 00	0170.001 - Mobilization	1	EA	$ 1,000,000.00	$ 1,000,000.00
3	31 10 00	3100.001 - Site Preparation	1	EA	$ 90,000.00	$ 90,000.00
4	31 25 14	3125.010 - Storm Water Pollution Prevention Device Install	1	EA	$ 50,000.00	$ 50,000.00
5	31 25 14	3125.011 - Remove Storm Water Polltn Prevention Devices	1	EA	$ 7,000.00	$ 7,000.00
6	31 37 00	3137.002 - 6" Concrete Riprap*	51	SY	$ 90.00	$ 4,590.00
7	31 37 00	3137.007 - 6" Common Stone Riprap, Dry*	50	SY	$ 80.00	$ 4,000.00
8	33 01 12	3301.000 - Joint Bonding and Electrical Isolation	1	EA	$ 1.00	$ 1.00
9a	33 14 14	3314.226 - 24" HDPE Pressure Pipe, Water	2229	LF	$ 600.00	$ 1,337,400.00
10a	33 14 14	3314.222 - 20" HDPE Pressure Pipe, Water	7002	LF	$ 375.00	$ 2,625,750.00
11	33 14 11	3314.146 - 12" PVC Water Pressure Pipe	1442	LF	$ 350.00	$ 504,700.00
12	34 14 11	3314.006 - 8" DIP Water Pipe*	135	LF	$ 280.00	$ 37,800.00
13	33 14 10	3314.142 - 8" PVC Water Pressure Pipe	3259	LF	$ 260.00	$ 847,340.00
14	33 14 11	3314.133 - 6" PVC Water Pressure Pipe	1075	LF	$ 250.00	$ 268,750.00
15	33 05 07	3305.028 - 18" Casing Pipe by Other Than Open Cut*	688	LF	$ 800.00	$ 550,400.00
16	33 05 07	3305.023 - 24" Casing Pipe by Other Than Open Cut*	629	LF	$ 850.00	$ 534,650.00
17	33 05 07	3305.024 - 30" Casing by Open Cut*	63	LF	$ 500.00	$ 31,500.00
18	33 05 07	3305.030 - 30" Casing Pipe by Other Than Open Cut*	400	LF	$ 960.00	$ 384,000.00
19	33 05 07	3305.025 - 36" Casing by Open Cut*	141	LF	$ 600.00	$ 84,600.00
20	33 05 07	3305.031 - 36" Casing by Other Than Open Cut*	410	LF	$ 1,200.00	$ 492,000.00
21a	3 05 15,33 14 14	3305.111 - 24" HDPE Water Carrier Pipe	551	LF	$ 220.00	$ 121,220.00
22a	33 05 15, 33 14 14	3305.110 - 20" HDPE Water Carrier Pipe	463	LF	$ 180.00	$ 83,340.00
23	33 05 07	3305.097 - 12" PVC Water Carrier Pipe	629	LF	$ 145.00	$ 91,205.00
24	33 05 07	3305.096 - 8" PVC Water Carrier Pipe	688	LF	$ 110.00	$ 75,680.00
25	33 14 20	3314.331 - 20" Gate Valve*	3	EA	$ 45,000.00	$ 135,000.00
26	33 14 20	3314.330 - 16" Gate Valve*	10	EA	$ 8,000.00	$ 80,000.00
27	33 14 20	3314.329 - 12" Gate Valve*	8	EA	$ 7,500.00	$ 60,000.00
28	33 14 20	3314.328 - 8" Gate Valve*	16	EA	$ 6,500.00	$ 104,000.00
29	33 14 20	3314.327 - 6" Gate Valve*	7	EA	$ 5,500.00	$ 38,500.00
30	33 14 25	3314.34x - 6" x 6" Tapping Sleve and Valve (City Performed)*	2	EA	$ 7,500.00	$ 15,000.00
31	33 14 25	3314.344 - 8" x 6" Tapping Sleve and Valve (City Performed)*	2	EA	$ 8,000.00	$ 16,000.00
32	33 14 25	3314.345 - 8" x 8" Tapping Sleve and Valve (City Performed)*	7	EA	$ 9,000.00	$ 63,000.00
33	33 14 25	3314.348 - 12" x 12" Tapping Sleve & Valve (City Performed)*	2	EA	$ 10,000.00	$ 20,000.00
34	33 14 25	3314.395 - 20" Water Main Connection with Shutdown	1	EA	$ 27,000.00	$ 27,000.00
35	33 14 25	3314.39x - 14" Water Main Connection with Shutdown	3	EA	$ 20,000.00	$ 60,000.00
36	33 14 25	3314.393 - 12" Water Main Connection with Shutdown	3	EA	$ 10,000.00	$ 30,000.00
37	33 14 25	3314.392 - 8" Water Main Connection with Shutdown	14	EA	$ 8,000.00	$ 112,000.00
38	33 14 25	3314.391 - 6" Water Main Connection with Shutdown	5	EA	$ 8,000.00	$ 40,000.00
39	33 05 05	3305.021 - Trench Safety	15060	LF	$ 1.00	$ 15,060.00
40	32 93 00	3293.015 - Topsoil	671	CY	$ 25.00	$ 16,775.00
41	32 93 00	3293.017 - Sodding	3962	SY	$ 7.00	$ 27,734.00
42	32 93 00	3293.016 - Seeding	29050	SY	$ 1.00	$ 29,050.00
43	32 01 29	3201.013 - Concrete Paving Repair for Utility Trench*	4940	SY	$ 200.00	$ 988,000.00
44	32 01 17	3201.007 - Flexible Paving Repair for Utility Trench*	229	SY	$ 130.00	$ 29,770.00
45	32 12 16	3216.005 - 4" Concrete Sidewalk*	1134	SY	$ 130.00	$ 147,420.00
46	33 14 30	3314.402 - 2" Water Air Release Valve and Vault*	1	EA	$ 22,000.00	$ 22,000.00

47	33 14 30	3314.403 - 3" Water Air Release Valve and Vault*	2	EA	$ 30,000.00	$ 60,000.00
48	34 71 13	3314.407 - Fire Hydrant Assembly*	25	EA	$ 15,000.00	$ 375,000.00
49	33 14 17	3314.310 - 1" Water Service*	9	EA	$ 1,800.00	$ 16,200.00
50	33 14 17	3314.312 - 1" Private Water Service Relocation	245	LF	$ 80.00	$ 19,600.00
51	33 14 17	3314.314 - 1-1/2" Water Service*	3	EA	$ 2,000.00	$ 6,000.00
52	33 14 17	3314.318 - 2" Water Service*	6	EA	$ 2,200.00	$ 13,200.00
53	33 14 17	3314.320 - 2" Private Water Service Relocation*	400	LF	$ 75.00	$ 30,000.00
54	33 14 18	3314.323 - 4" Water Meter, Vault and Appurtenances*	1	EA	$ 6,500.00	$ 6,500.00
55	34 71 13	3471.001 - Traffic Control	5	MO	$ 30,000.00	$ 150,000.00
56	02 41 14	0241.035 - Remove 16" Utility Line	142	LF	$ 68.00	$ 9,656.00
57	02 41 14	0241.033 - Remove 14" Utility Line	8387	LF	$ 48.00	$ 402,576.00
58	02 41 14	0241.032 - Remove 12" Utility Line	1064	LF	$ 41.00	$ 43,624.00
59	02 41 14	0241.030 - Remove 8" Utility Line	4490	LF	$ 40.00	$ 179,600.00
60	02 41 14	0241.029 - Remove 6" Utility Line	426	LF	$ 39.00	$ 16,614.00
61	02 41 14	0241.014 - Grout Fill 14" Utility Line	320	LF	$ 34.00	$ 10,880.00
62	02 41 14	0241.013 - Grout Fill 12" Utility Line	799	LF	$ 25.00	$ 19,975.00
63	02 41 14	0241.011 - Grout Fill 8" Utility Line	72	LF	$ 11.00	$ 792.00
64	02 41 14	0241.010 - Grout Fill 6" Utility Line	36	LF	$ 9.00	$ 324.00
65	02 41 14	0241.056 - Remove 6" Water Valve	6	EA	$ 1,000.00	$ 6,000.00
66	02 41 14	0241.057 - Remove 8" Water Valve	14	EA	$ 1,100.00	$ 15,400.00
67	02 41 14	0241.059 - Remove 12" Water Valve	8	EA	$ 1,200.00	$ 9,600.00
68	02 41 14	0241.060 - Remove 14" Water Valve	8	EA	$ 1,250.00	$ 10,000.00
69	02 41 14	0241.094 - Salvage Fire Hydrant	28	EA	$ 1,000.00	$ 28,000.00
70	02 41 14	0241.095 - Salvage Small Water Meter	18	EA	$ 1,000.00	$ 18,000.00
71	02 41 14	0241.096 - Remove Concrete Water Vault	4	EA	$ 1,000.00	$ 4,000.00
72	02 41 14	0241.053 - Utility Line Plugging (Water)	9	EA	$ 2,500.00	$ 22,500.00
					TOTAL BID AMOUNT (Unit I):	**$ 12,784,276.00**

*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate intc the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended.

END BID ITEMS

IH-35E - Mayhill Utility Relocations
IFB: 7968-001

Mountain Cascade of Texas, LLC

City of Denton Utility Easements Appraisals

Denton CAD No.	TxDOT Parcel No.	Property Owner	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	LF of Easement Acquisition	Width (ft)	Total (SF)	Anticipated Fee Price/SF	Total Easement Value	Title Policy Fee	Appraised Value	Total Cost to City
Water Department Easement			Permanent			Permanent		Temporary Construction Easement			Temporary Construction Easement				
749512	66	Carmaxx	2,056.60	10 & 20	31,714.00	$0.20	$6,343.00		25	51,500.00	$0.08	$4,120.00	$238.00	$10,463.00	$10,701.00
268908	68	TT of Denton, Inc., a Texas corporation	778.00	16.00	6,088.00	$7.39	$45,000.00						$487.00	$45,000.00	$45,487.00
268907	70	TT of North Texas	3,070.01	16	574.00	$11.73	$6,731.00						$238.00	$6,731.00	$6,969.00
245161	74	Arthur W. Hollingsworth	355.79	28	9,962.00	$14.40	$143,426.00			-			$321.00	$143,426.00	$143,747.00
216449, 75161, 74951	75, 75A, 75B	J&S Wood, LP	3,070.01	20	45,553.00	$1.24	$56,661.00		25	55,226.00	$0.24	$13,255.00	$568.00	$69,916.00	$70,484.00
106979	76	Mayhill Denton, LP, a Texas limited partnership	630.75	28	13,241.00	$5.75	$76,136.00		25	6,766.00	$2.30	$15,562.00	$706.00	$91,698.00	$92,404.00
282973	87	Regions Bank	23.60	25	613.00	$16.31	$10,001.00		25	1,473.00	$3.20	$4,714.00	$238.00	$14,715.00	$14,953.00
39171	88	Goel Ventures, LLC, a Texas limited liability company	136.00	20	6,942.00	$11.25	$78,097.50		25	4,134.00	$3.00	$12,402.00	$720.00	$90,499.50	$91,219.50
290984	90	Mayhill/2499, LLC, a Texas limited liability company	373.50	20	4,279.00	$12.00	$51,348.00		25	470.00	$4.80	$2,256.00	$527.00	$53,604.00	$54,131.00
39195	91	Josten's, Inc.	373.15	20	7,073.00	$18.00	$127,314.00			-			$321.00	$127,314.00	$127,635.00
162646	92/92A	Josten's, Inc.	280.83	20	6,588.00	$8.79	$57,916.00			-			$575.00	$57,916.00	$58,491.00
725123	97	Denton Commons, LLC	237.83	20	4,555.00	$23.00	$104,765.00			-			$321.00	$104,765.00	$105,086.00
132850	98	Dariush H. Heidary, M.D.	38.65	20	811.00	$12.00	$9,732.00			-			$238.00	$9,732.00	$9,970.00
33066	99/99E	F & J Partners, Ltd.	364.63	20	7,144.00	$11.50	$82,156.00			-			$748.00	$82,156.00	$82,904.00
243009	103	Cole OB Denton, TX, LLC, a Delaware limited liability company	299.49	20	6,011.00	$11.50	$69,127.00			-			$656.00	$69,127.00	$69,783.00
243010	104	Roadhouse Enterprises, Inc., a Texas corporation	168.98	20	3,381.00	$11.50	$38,882.00			-			$441.00	$38,882.00	$39,323.00
243011	105	FCPT SW Properties, LLC, a Delaware limited liability company	200.99	20	4,021.00	$11.50	$46,242.00			-			$493.00	$46,242.00	$46,735.00
619927	106	ARCP RL Portfolio IV, LLC, a Delaware limited liability company	265.45	20	5,344.00	$16.16	$86,365.00			-			$776.00	$86,365.00	$87,141.00
162862	113	Josten's, Inc.	342.79	20	5,912.00	$17.25	$101,982.00			-			$321.00	$101,982.00	$102,303.00
633163	117	Melvin A. Kausen and Marie A. Kausen Family Trust	207.50	20	4,103.00	$11.50	$47,185.00			-			$499.00	$47,185.00	$47,684.00
725122	119	Windriver Lodging, Ltd.	233.81	20	4,995.00	$12.50	$62,437.50			-			$607.00	$62,437.50	$63,044.50
Shared Easement with DME															
81677	4	Pick'n'Sav Stores, Inc. #96	267.09	28	7,510.00	$18.75	$140,812.00			-			$321.00	$140,812.00	$141,133.00
81681	6	Santander Denton, Ltd., a Texas limited partnership	260.27	28	5,659.00	$18.75	$106,106.25			-			$321.00	$106,106.25	$106,427.25
81693	11	Halle Properties, LLC, an Arizona limited liability company	134.62	20	2,637.00	$3.75	$9,889.00			-			$238.00	$9,889.00	$10,127.00
563626	89	Columbia Medical Center of Denton	419.93	16	9,558.00	$11.75	$112,307.00		25	15,395.00	$4.70	$72,357.00	$321.00	$184,664.00	$184,985.00
39175	93	B.A. Badie	290.00	28	5,667.00	$11.00	$62,337.00			-			$607.00	$62,337.00	$62,944.00
282709	94	Carroll Family Investments, Ltd.	331.00	28	6,089.00	$12.00	$73,068.00			-			$685.00	$73,068.00	$73,753.00
659973	95	GHLDS #2, LLC,a Texas limited liability company	195.18	20	3,742.00	$11.51	$43,068.00			-			$471.00	$43,068.00	$43,539.00
215296	107	Texas Student Housing Corporation -- Denton Project	376.03	28	10,576.00	$5.39	$56,973.00			-			$568.00	$56,973.00	$57,541.00
121075	109	Denton PCR, Ltd., a Texas limited liability company	620.75	28	17,336.00	$5.25	$91,014.00			-			$813.00	$91,014.00	$91,827.00
Total															
		Water Department Easement	13,508.35		179,262.62	-	$1,307,847.00	-	-	119,569.00	-	$52,309.00	$10,039.00	$1,360,156.00	$1,370,195.00
		Shared Easements with DME	2,894.87		68,774.00	-	$695,574.25	-	-	15,395.00	-	$72,357.00	$4,345.00	$767,931.25	$772,276.25
		Combined Total	16,403.23		248,036.62	-	$2,003,421.25	-	-	134,964.00	-	$124,666.00	$14,384.00	$2,128,087.25	$2,142,471.25

$133,641

Total with Permanent, Temporary Easements and Title:	$2,142,471.25
Water Department Easement	$1,370,195.00
Shared Easements with DME	$772,276.25
Combined Total	$2,142,471.25
50% of DME	$386,138.13
Total Water Budget	**$1,756,333.13**

This summary table is only for internal City use. The City is only seeking easement reimbursements once. DME may have other standalone easements they may seek reimbursement on

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information

Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocations**
KHA No.	**0610240xx**
PM:	**Chris Igo**

Task Budget Summary

					Task 700	Task 888	
No.	**Task Name**	***Hours***	**Labor**	**Expenses**	**Office Exp.**	**Subtotal**
100	Design Mgmt	*141*	$ 29,600	$ 11,000	$ 1,400	$ 42,000
200	Align Routing-Esmt ID	*201*	$ 44,100		$ 2,100	$ 46,200
201	Prelim Design	*529*	$ 118,700	$ 29,700	$ 5,500	$ 153,900
202	Final Design	*307*	$ 68,300		$ 3,200	$ 71,500
203	Contract Docs	*60*	$ 12,500		$ 600	$ 13,100
204	Bidding Services	*73*	$ 16,100		$ 800	$ 16,900
205	CCA	*237*	$ 53,300		$ 2,500	$ 55,800
206	Record Drawings	*42*	$ 8,700		$ 400	$ 9,100
207	Permitting	*103*	$ 22,800		$ 1,100	$ 23,900
208	Survey and Easements	*311*	$ 56,700	$ 57,800	$ 2,700	$ 117,200
209	Easement Acquisition			$ 249,500		$ 249,500
210	Conflict Analysis	*151*	$ 33,000	$ 400	$ 1,600	$ 35,000
777	Contingency				$ -	
	TOTALS:	***2,155***	**$ 463,800**	**$ 348,400**	**$ 21,900**	**$ 834,100**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	$ -		$ -

Project Budget Summary

Labor:	**$**	**463,800**
Expenses:	**$**	**370,300**
TOTAL:	**$**	**834,100**

Note: This portion is for water only, the rest of the contract hourly breakdown is shown in the wastewater agreement

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**-**
Expenses:	**$**	**249,500**
Allocation:	**$**	**-**
TOTAL:	**$**	**249,500**

Task Information	
Number:	**209**
Name:	**Easement Acquisition**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5								Subtotal (Hrs)	Expenses ($)
Property Acquisition Subconsultant							Land Acquisition - Cobb								
Right of Entries (25)															$ 18,000
Title and Closing Services (25)															$ 11,250
Negotiation Services (25)															$ 101,250
Appraisal Service (Land Only) (20)															$ 68,400
Appraisal Service (Improved Property) (5)															$ 27,900

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	$792.00	$19,800.00
Title and Closing Services	25	$495.00	$12,375.00
Negotiation Services	25	$4,455.00	$111,375.00
Appraisal Service (Land Only)	20	$3,762.00	$75,240.00
Appraisal Service (Improved Property)	5	$6,142.00	$30,710.00
		TOTAL SERVICES FEE	**$249,500.00**

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Sep 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocations**
KHA No.	**061024039**
PM:	**Chris Igo**

Task Budget Summary

No.	Task Name	Hours	Labor	Task 700 Expenses	Task 888 Office Exp.	Subtotal
100	Design Management	*12*	$ 2,700		$ 200	$ 2,900
201	WL-Prelim Design	*101*	$ 22,800		$ 1,100	$ 23,900
202	WL-Final Design	*46*	$ 10,600		$ 500	$ 11,100
207	Permitting	*30*	$ 7,200		$ 400	$ 7,600
208	WL-Survey and Easements	*119*	$ 25,200	$ 8,600	$ 1,200	$ 35,000
209	Easement Acquisition	*16*	$ 3,900	$ 132,900	$ 200	$ 137,000
777	Contingency				$ -	
	TOTALS:	***324***	**$ 72,400**	**$ 141,500**	**$ 3,600**	**$ 217,500**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	**$ -**		**$ -**

Project Budget Summary		
Labor:	**$**	**72,400**
Expenses:	**$**	**145,100**
TOTAL:	**$**	**217,500**

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**061024039**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	$	**3,900**
Expenses:	$	**132,900**
Allocation:	$	**200**
TOTAL:	$	**137,000**

Task Information	
Number:	**209**
Name:	**Easement Acquisition**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I p5	Professional P3								Subtotal (Hrs)	Expenses ($)
Property Acquisition Subconsultant														
Right of Entries (8)														$ 6,400
Title and Closing Services (8)														$ 4,000
Negotiation Services (8)														$ 36,000
Appraisal Service (Land Only) (4)														$ 30,400
Appraisal Service (Improved Property) (4)														$ 24,800
Appraisal Review (8)														$ 19,200
Engineer Assistance				16									16	
Subtotals:				16									16	$ 120,800

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	8	$880.00	$7,040.00
Title and Closing Services	8	$550.00	$4,400.00
Negotiation Services	8	$4,950.00	$39,600.00
Appraisal Service (Land Only)	8	$4,180.00	$33,440.00
Appraisal Service (Improved Property)	4	$6,820.00	$27,280.00
Appraisal Service (Independent Review)	12	$1,760.00	$21,120.00
Engineer Assistance	16	$257.50	$4,120.00
		TOTAL SERVICES FEE	$137,000.00

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:			0.8										0.8	$ 120,800
Effort:			3.9										3.9	$ 132,900

Amendment 1

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	0	$880.00	$0.00
Title and Closing Services	10	$550.00	$5,500.00
Negotiation Services	10	$4,950.00	$49,500.00
Appraisal Service (Land Only)	10	$4,180.00	$41,800.00
Appraisal Service (Improved Property)	0	$6,820.00	$0.00
Appraisal Service (Independent Review)	35	$1,760.00	$61,600.00
Engineer Assistance	30	$220.00	$6,600.00
		TOTAL SERVICES FEE	**$165,000.00**

I-35E Project - City Staff Estimate (water)

Employee Name	Title	Hours	Hourly Rate	Total
	Engineer(s)	360	$ 50.00	$ 18,000.00
	Admin(s)	135	$ 35.00	$ 4,725.00
	Inspector(s)	1800	$ 30.00	$ 54,000.00
	Supervisor(s)	63	$ 70.00	$ 4,410.00
Sum Total				$ 81,135.00

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "B"
Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

DP	1/17/2023		12/7/22
Initial	Date	Initial	Date
TxDOT		Utility	

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "C"
Schedule of Work

Estimated Start Date: 01/16/23, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 240

Estimated Completion Date: 09/13/23

Initial	1/17/2023 Date	Initial	12/7/22 Date
TxDOT		Utility	

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "D"
Statement Covering Contract Work

(ROW–U–48)
(ROW–U–48–1, if applicable)

Construction Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure utility consultant.

US DP 1/17/2023
Initial Date
TxDOT

Initial 12/7/22
Date
Utility

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 10/20)
Page of

U-Number: N/A

Utility ID: U00008008

ROW CSJ Number: 0196-01-114

District: Dallas

County: Denton

Highway No.: IH-35E

Federal Project No.: N/A

I, Sara Hensley, a duly authorized and qualified representative of City of Denton, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.

☑ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1. Mountain Cascade of Texas, LLC
2. Oscar Renda Contracting, Inc.
3. S.J. Louis Construction of Texas, Ltd
4.
5.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature

12/2/22
Date

Contact/Help

City Manager
Title

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

Docusign City Council Transmittal Coversheet

PSA	6590-084
File Name	Mayhill I35E Utility Location
Purchasing Contact	Jane Rogers
City Council Target Date	January 14, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-040

DS
LH

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES #6590-084

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Kimley-Horn and Associates, Inc., with its corporate office at 801 Cherry Street, Unit 11 Suite 950, Fort Worth, Texas 76102 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: engineering services for the design and construction phase services for the IH-35E-MAYHILL – UTILTIY-RELOCATIONS (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 $922,800 in the manner and in accordance with the fee schedule as set forth in Attachment B. 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.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment D 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

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in 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

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

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 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

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

the time copying is performed.

J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

   i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

   ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

   i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

    i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

g. Any deductible or self insured retention in excess of $25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at it sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.

h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.

i. The CITY shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion; the ENGINEER may be required to provide proof of insurance premium payments.

j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.

k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.

l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.

m. Sub consultants and subcontractors to/of the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When sub consultants/subcontractors maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

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 D to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

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 D.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

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: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

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: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

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 2270 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this AGREEMENT, ENGINEER certifies that ENGINEER'S signature provides written verification to the CITY that ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the AGREEMENT.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

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

N. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

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.

O. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services
Attachment B – Compensation
Attachment C – Changes and Amendments to Standard Agreement
Attachment D – Project Schedule
Attachment E – Project Location Map

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.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

Duly executed by each party's designated representative to be effective on the date subscribed by the City Manager.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Todd Hileman
B376C...

TODD HILEMAN, CITY MANAGER

Date: 1/15/2020

BY:
ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Glenn Gary
...DB15720A1C6421...

GLENN GARY
SR. VICE PRESIDENT

Date: 12/10/2019

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

DocuSigned by:
Frank Pugsley
22943FE13318483...

Signature

Water and Wastewater Utilities Director

Title

Water Utilities

Department

Date Signed: 12/10/2019

2019-565945

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By:

DocuSigned by:
Mack Reinwand
7F9D328BF0204E5...

ATTEST:
ROSA RIOS, CITY SECRETARY

By:

DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

ATTACHMENT "A"

Scope for Engineering Design Related Services for:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment include engineering services for the design and construction phase services for the IH-35E-MAYHILL - UTILITY-RELOCATIONS.

Project Understanding

ENGINEER will provide engineering design services for the following tasks:

The relocations of approximately 14,000 linear feet of 20-inch through 8-inch water main, 1,500 linear feet of 18-inch reclaimed water line, and 500 feet of gravity sewer line from Loop 288 to Post Oak Road along the north and south frontage roads of IH-35E. The relocations are necessary due to the CSJ 0196-01-109 Mayhill Bridge and frontage road expansion planned by TxDOT. All proposed relocations will be placed back in easement, except for lines that cross IH-35E or Mayhill Road. There are approximately 1,000 linear feet of proposed trenchless bores/tunneling.

ENGINEER's scope of services is as follows:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

- Task 1 – Design Management
- Task 2 – Alignment Study
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Construction Contract Documents
- Task 6 – Bid Phase Services
- Task 7 – Construction Phase Services
- Task 8 – Record Drawings Preparation
- Task 9 – Permitting
- Task 10 – Survey and Easements
- Task 11 – Easement Acquisition Services

IH-35 - UTILITY-RELOCATIONS

- Task 12 – Conflict Analysis

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

Task 1 DESIGN MANAGEMENT

A. Project Management

1. Develop project communication plan.
    a. Develop project contact list.
    b. Prepare and e-mail progress reports to the project team once a month to be included with invoices. 24 months is assumed.
    c. Prepare project schedule and provide schedule updates if the schedule changes.
2. Meetings
    a. Prepare for and attend kickoff meeting.
    b. Prepare meeting notes and distribute to the City.
3. Sub-consultant Agreement Preparation
    a. Prepare and execute up to five (5) subconsultant agreements.

Task 2 – ALIGNMENT STUDY

A. Preliminary Investigation

1. Data Collection and Record Research
    b. Gather existing survey and topographic data
    c. Gather existing aerial photographs.
    d. Gather existing water, sanitary sewer, and storm sewer record drawings.
    e. Gather existing paving plans.
    f. Gather existing development plans.
    g. Gather existing plat information.
    h. Collect property owner and record information
    i. Gather existing right-of-way and easement information.
    j. Gather existing franchise utility record information.
2. Site Investigation
    a. Walk general alignment.
    b. Document alignment corridor with photographs.
    c. Identify potential alignment, conflicts and issues.
3. Data Review with City
    a. Meet with City to review accuracy of record information.
    b. Interview City staff concerning historical, existing and future City plans along the alignment.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

B. Prepare Alternate Alignment Technical Memorandum.

1. Analysis of alternate alignments indicating merits and challenges for each, and including the following considerations:
    a. Easement acquisition schedule and cost impacts.
    b. Existing development impacts.
    c. Existing potential horizontal and vertical conflicts.
    d. Accessibility for maintenance.
    e. Prepare opinions of probable construction cost for each alignment. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

C. Deliverables

1. Digital .PDF copy of draft and final technical memorandum.

D. Meetings

1. Conduct one (1) review meeting with City.
2. Revise memorandum based on City comments.

Task 3 – PRELIMINARY DESIGN

A. Design Survey

1. Utility and Property Owner Coordination
    a. Coordinate with DIG TESS and City of Denton to locate and mark existing franchise and public utilities prior to performing the field survey.
2. Design Survey
    a. The limits of the survey shall be a 100-foot wide alignment generally along IH-35E, and along Mayhill Road as shown on the Project Location Map. There are two location of offsite alignment that will require easement along the backside of properties adjacent to IH-35E. The topographic survey will be approximately 15,000 linear feet.
    b. Establish up to ten (10) horizontal control points based on the City of Denton Coordinate System using ½-inch rebar with identifiable plastic cap, specific for this project.
    c. Establish a vertical control benchmark circuit tied to the City of Denton benchmark system, specific for this project, as well as tie into the TxDOT control.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

d. Perform a field survey to identify and locate all existing topographic elements within the alignment corridor including, but not limited to, the following:

i. Property pins

ii. Existing pavement, curbs, sidewalks, barrier free ramps, etc.

iii. Lane Striping (where applicable)

iv. Driveways

v. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control

vi. Culverts and bridges

vii. Guardrail

viii. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities

ix. Traffic signal poles, cabinets, and other signal equipment

x. Signs (excluding temporary signs)

xi. Trees, 6-inch caliper and up (center of trunk as well as dripline)

xii. Buildings

xiii. Retaining walls

xiv. Fence limits and material types

xv. Other applicable physical features that could impact design:

a) Field ties to the existing edge of pavement on Mayhill Road and Interstate Hwy 35.

b) Field sketches of utility manholes and structures.

c) Prepare a final topographic drawings in a digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

B. Geotechnical Engineering

1. Perform a geotechnical analysis of the alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding design parameters. The analysis shall include the following:

a. Subsurface exploration including up to ten (10) sample bores varying 30 feet depending upon location.

b. Laboratory tests for classification purposes and strength characteristics.

c. Engineering services that address the following:

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

i. soil and groundwater conditions

ii. Comments on general excavatability of soils and shale encountered

iii. Recommendations for pipe installation, including bedding and backfill

iv. Recommendations for tunneling operations

2. A geotechnical report will be furnished by the geotechnical engineer to present the results of the field and laboratory data as well as analyses and recommendations. Three (3) copies of the report will be provided by the geotechnical engineer, with one (1) copy going to the City. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes.

C. Subsurface Utility Engineering (SUE)

1. Level A investigation of existing water line connection point, and potential crossing utilities. The Level A investigation shall consist of performing up to four (4) level A testholes or "locates" of existing utilities. The Level A investigation will be conducted in accordance with ASCE publication CI/ASCE 38-02 and include the location of said utility in three dimensions obtained through non-destructive geophysical methods.

D. Preliminary Water Line Design

1. Visit the site to perform field verification of the survey.
2. Preliminary plan and profile drawings preparation for approximately 8,000 linear feet of 20-inch water line, 1,500 linear feet of 12-inch water line, 3,800 linear feet of 8-inch water line, 500 feet of gravity sanitary sewer, and 1,500 linear feet of 18-inch reclaimed water line.
    a. Prepare (22"x34") plan and profile drawings at 1"=20' horizontal and 1"=8' vertical scale.
    b. Plan view of the base map shall have all above ground features shown and clearly labeled along with existing utilities based on field ties and record information.
    c. Plan view shall include design notes for stationing, size, slope, pipe material, embedment, length and construction method.
    d. Profile view shall include design notes for stationing, size, slope, flow-line of pipe, pipe material, embedment, length and construction method.
    e. Prepare preliminary water line details, including connection details.
    f. Design tunnels/bores including casing/tunnel liner plate minimum thickness and inside diameter, shafts, allowable methods, control of ground water, and appropriate tolerances with the chosen method.
    g. Perform one (1) site visit to verify preliminary design.
3. Preliminary Traffic Control and Detour Plan Preparation.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

a. City and TxDOT typical traffic control details will be included as required.

4. Franchise Utility Coordination
    a. Provide one set of drawings to each franchise utility encountered for their review. Request each franchise to mark up the drawings to show the size, type, and location of their utilities.
    b. Coordinate with franchise utilities if any relocations are required. Notify City if any relocations will be required.
5. Prepare preliminary general notes and details, including City Standard Details where applicable.
6. Prepare preliminary technical specifications utilizing City Standard Specifications, and any special specifications.
7. Compile and prepare an updated opinion of probable construction cost for the entire project using recent average unit bid prices which are representative of similar types of construction in the local area.
    a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

E. Deliverables

1. Preliminary design submittal (60%)
    a. Submit four (4) copies to City for review and comment.
    b. Submittal shall include the following:
        i. Preliminary design plans (22"x34")
        ii. Preliminary technical specifications
        iii. Opinion of probable construction cost

F. Meetings

1. Attend one (1) meeting with City to kick-off preliminary design.
2. Attend one (1) meeting with City on-site prior to submittal of preliminary plans, if required.
3. Attend one (1) meeting with City to present and review the preliminary design submittal

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

Task 4 – FINAL DESIGN

A. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to thirty-five (35) permanent water line easements and up to thirty-five (35) temporary construction easements (which may be shown on the permanent easement document).
2. Easement instruments will consist of metes and bounds descriptions and exhibits.

B. Final Design

1. Incorporate the preliminary design submittal review comments (one (1) round of comments is anticipated in proposed effort).
2. Prepare updated opinion of probable construction cost.
    a. The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
3. Incorporate franchise utility investigation information
4. Incorporate details and technical specifications.
5. Prepare surface repair sheets and details as necessary.
6. Prepare final abandonment layout sheet and letter for TxDOT submittal.
7. Prepare Project Manual using City Standard Construction Contract Documents.

C. Deliverables:

1. Final Design Submittal (95%)
    a. Submit four (4) copies to the City for review and comment.
    b. Submittal shall include the following:
        i. Final design drawings
        ii. Final design project manual
        iii. Opinion of probable construction cost

D. Meetings

1. One (1) meeting with City to review Final Design Submittal.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

Task 5 – CONSTRUCTION CONTRACT DOCUMENTS

A. Bidding Construction Contract Documents

1. Incorporate City comments from 95% design submittal and prepare construction contract documents, bid plans, and opinion of probable construction cost.
2. Construction contract documents will consist of the final plans and project manual, both signed and sealed by a licensed professional engineer in the State of Texas and in accordance with comments provided by the City during final design.

B. Deliverables:

1. Construction Contract Documents Submittal
    a. Submit four (4) copies to the City for bidding.
    b. Submittal shall include the following:
        i. Bid drawings
        ii. Bid project manual
        iii. Opinion of probable construction cost

Task 6 – BID PHASE SERVICES

A. Bid Phase Services

1. Provide electronic bid documents to the City purchasing department for bidding.
2. Provide the Notice to Bidders to the City for publication. The City will be responsible for publication of the notice. The City will be responsible for distribution of the bidding documents to prospective contractors, suppliers and plan rooms.
3. The following assistance will be provided to the City during the bidding phase:
    a. Preparation of addenda and delivery to City for distribution to plans holders.
    b. Responses to questions submitted by plans holders.
    c. Attend bid opening facilitated by City.
    d. Preparation of bid tabulation.
    e. Preparation of recommendation of award letter.
4. Conformance plans and specifications
    a. Based on potential questions and addenda from the bidding phase, prepare conformance set of plans and specifications to be used during construction.
        i. Provide up to four (4) sets to City for execution.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

Task 7 – CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. Pre-Construction Conference
    a. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Site Visits
    a. Visit the construction site up to twelve (12) times during construction to perform construction observation. 12 months construction time is assumed.
    b. Site Visits are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgement.
    c. Based on information obtained during site visits, ENGINEER will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.
3. Recommendations with Respect to Defective Work
    a. Provide recommendations to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, ENGINEER believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the City reserves the right to disapprove or reject Contractor's work without a recommendation from the ENGINEER.
4. Clarifications and Interpretations
    a. Issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. Change Orders
    a. Recommend change orders to City, as appropriate.
    b. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
6. Shop Drawings and Samples
    a. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

7. Substitutes and "or-equal"
    a. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
    b. Provide recommendations to City
8. Inspections and Tests
    a. Review certificates of inspections and tests within ENGINEER's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINER will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
9. Disagreements between City and Contractor
    a. As necessary, ENGINEER will, with reasonable promptness, render initial written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to City or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the ENGINEER shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the ENGINEER with no decision having been rendered.
10. Final Walkthrough and Punchlist Preparation
    a. Attend final walkthrough with Contractor and City to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
        i. Limitation of Responsibilities: The ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

b. Compile punch list from information gathered during final walkthrough with City and Contractor.

Task 8 – RECORD DRAWINGS

A. Record Drawings

1. Obtain and review comments and field changes on the construction plans from City and Contractor.
2. Prepare record drawings based on comments and field changes. The ENGINEER will not be providing resident engineering services and will not be observing on a full-time basis, and will therefore not seal the record drawings. The record drawings will be provided in the following format:
    a. (1) Mylar hardcopy full-size (22"x34")
    b. PDF electronic copy

Task 9 – PERMITTING

A. Permitting

1. The City will be responsible for administration of TxDOT UIR permits. The ENGINEER will prepare exhibits for permit submittal.
2. The ENGINEER will aid the City in coordinating the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.

Task 10 – SURVEY AND EASEMENTS

A. Survey and Easements

1. See components of Task 3 and Task 4.

Task 11 – EASEMENT ACQUISTION SERVICES

A. Easement Acquisition Services

ENGINEER will perform the following services for this task:

1. Provide appraisals for proposed easements on up to twenty-five (25) parcels for the proposed lines. Appraisals will be approved by the City prior to beginning negotiations with property owners. The appraisals will be prepared by State Certified Appraisers in accordance with the Uniform Standards of Professional Appraisal Practice Act (USPAP). The appraisals will be suitable for use in condemnation proceedings, if necessary.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

2. Provide property negotiation services for up to twenty-five (25) parcels for the proposed line as follows:

3. The offer to purchase the properties will be based on the appraisals as indicated above. The City will establish the value to be used in negotiation and the range of negotiating authority to be given to the right-of-way agent. ENGINEER's Real Estate Agent will provide the services of qualified right-of-way agents to secure the required right-of-way for the project. The right-of-way agents will provide each property owner a copy of The Texas Landowner Bill of Rights, but will NOT be required to provide negotiation services under the Uniform Relocation and Acquisition Act (Uniform Act).

4. ENGINEER's Real Estate Agent will negotiate on behalf of the City and utilize conveyance documents and other necessary forms as prescribed by the City. ENGINEER's Real Estate Agent will provide a good faith effort to acquire the rights-of-way through a negotiation process, which will generally consist of three (3) contacts with the property owner, or his authorized representative. A maximum of five (5) total contacts will be provided to reach an agreement with the property owner, or to determine that further negotiations will be non-productive and that eminent domain actions will be necessary to acquire the property. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arise, which make it expedient, travel outside the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the City. If such travel is authorized, the expenses involved, including the agent's services, will be considered additional services.

5. The initial offer made to the property owner will be based on the value authorized by the City. All counter-offers by the property owner, along with ENGINEER's Real Estate Agent recommendations will be presented to the City for consideration. The City must establish and recommend such counter offers before ENGINEER's Real Estate Agent will be authorized to agree to the requested changes. All monetary offers made to the property owners will be within the limits authorized by the City in the various stages of the negotiation.

6. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, ENGINEER's Real Estate Agent will forward to the City a Memorandum of Agreement (M/A) executed by the property owner to be ratified by the City. This M/A sets forth the compensation and any other terms and conditions agreed upon. The City will be responsible for obtaining the City's ratification and for returning the ratified M/A to ENGINEER's Real Estate Agent. ENGINEER's Real Estate Agent will then inform the Title Company that the parcel is ready for closing.

7. ENGINEER's Real Estate Agent will coordinate contacts with the CITY to deliver any payments to the Title Company prior to closing.

8. This Scope of Services assumes that costs for Title Commitments, Title Policies and recording fees will be purchased by the City through the assistance of the Real Estate Agent. The amount paid for the Title Policies will not exceed premium amounts set by the Texas Department of Insurance and agreed upon in advance between the City and the Title Company. Any additional Title Company services such as recording fees shall be agreed upon in advance

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

between the City and the Title Company. ENGINEER's Real Estate Agent will review liens or other exceptions reported in the Title Commitment. ENGINEER will coordinate the location and the effect of any utility easements. ENGINEER will report the results of the Title Commitment to the City, recommending the disposition of the exceptions. The decision whether the reported exceptions are acceptable or must be eliminated will be the responsibility of the City. Any action required to clear title is not included in the Scope of Work for this project, and if required, will be considered Additional Services.

9. ENGINEER's Real Estate Agent will coordinate and attend all closings at the Title Company.
10. ENGINEER's Real Estate Agent will confirm that the Title Company records all documents at the Denton County Courthouse after closing.
11. ENGINEER's Real Estate Agent will confirm that the Title Company forwards copies of all recorded documents to the City.

Task 12 – CONFLICT ANALYSIS

A. Conflict Analysis

a. I-35 (from I-35E/I-35W split to Denton County Line) Schematic Review: Review proposed TxDOT ROW maps and proposed roadway alignment schematics as compared to the existing CITY water and sanitary sewer maps. Identify potential conflicts between proposed TxDOT ROW, proposed roadway, water and sanitary sewer utilities.

b. Site Visits to Conflict Areas: After conflict identification, perform site visit to obtain additional information not shown on maps and schematics.

c. Coordination with CITY regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

d. Coordination with TxDOT regarding conflicts between the future roadway infrastructure and the CITY's water and sanitary sewer infrastructure that creates a service interruption that the CITY deems not in their best interest therefore warranting a potential realignment of the roadway to avoid the conflict with the water and/or sanitary sewer infrastructure.

B. Deliverables:

a. Meeting notes and action items for each attending party from the coordination efforts.

b. Conceptual map identifying conflicts and conceptual OPCC.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the City's written request. Any additional amounts paid to ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include, but are not limited to the following:

- Redesign to reflect project scope changes requested by the CITY or TxDOT, required to address changed conditions or change in direction previously approved by the CITY, mandated by changing governmental laws, or necessitated by the CITY's acceptance of substitutions proposed by the contractor.
- Additional Construction Site Visits
- Additional Construction Shop Drawing and Sample Review and Comment
- Additional Traffic Control Plan Details
- Traffic signal design
- Sidewalk design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Negotiation of temporary right-of-entries.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Construction management and inspection services.
- Performance of materials or specialty testing services.
- Services necessary due to default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Retaining wall design
- "Value engineering'" after bidding
- Traffic studies or reports
- SWPPP inspections / coordination
- Any services not listed in the Scope of Services

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

IH-35E-MAYHILL - UTILITY-RELOCATIONS

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be a total not-to-exceed $922,800** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

For Tasks 1-12 the total compensation shall be on a reimbursable (hourly) basis and not to exceed **$922,800**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month in each phase, with the following amounts of the total compensation for each phase of the Project:

• Task 1 – Design Management	$46,700
• Task 2 – Alignment Study	$51,400
• Task 3 – Preliminary Design	$171,000
• Task 4 – Final Design	$79,500
• Task 5 – Construction Contract Documents	$14,500
• Task 6 – Bid Phase Services	$18,700
• Task 7 – Construction Phase Services	$61,900
• Task 8 – Record Drawings Preparation	$10,100
• Task 9 – Permitting	$26,600
• Task 10 – Survey and Easements	$130,200
• Task 11 – Easement Acquisition Services	$277,200
• Task 12 – Conflict Analysis	$35,000
Grand Total	**$922,800**

ENGINEER will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. ENGINEER reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

ATTACHMENT "C"

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for

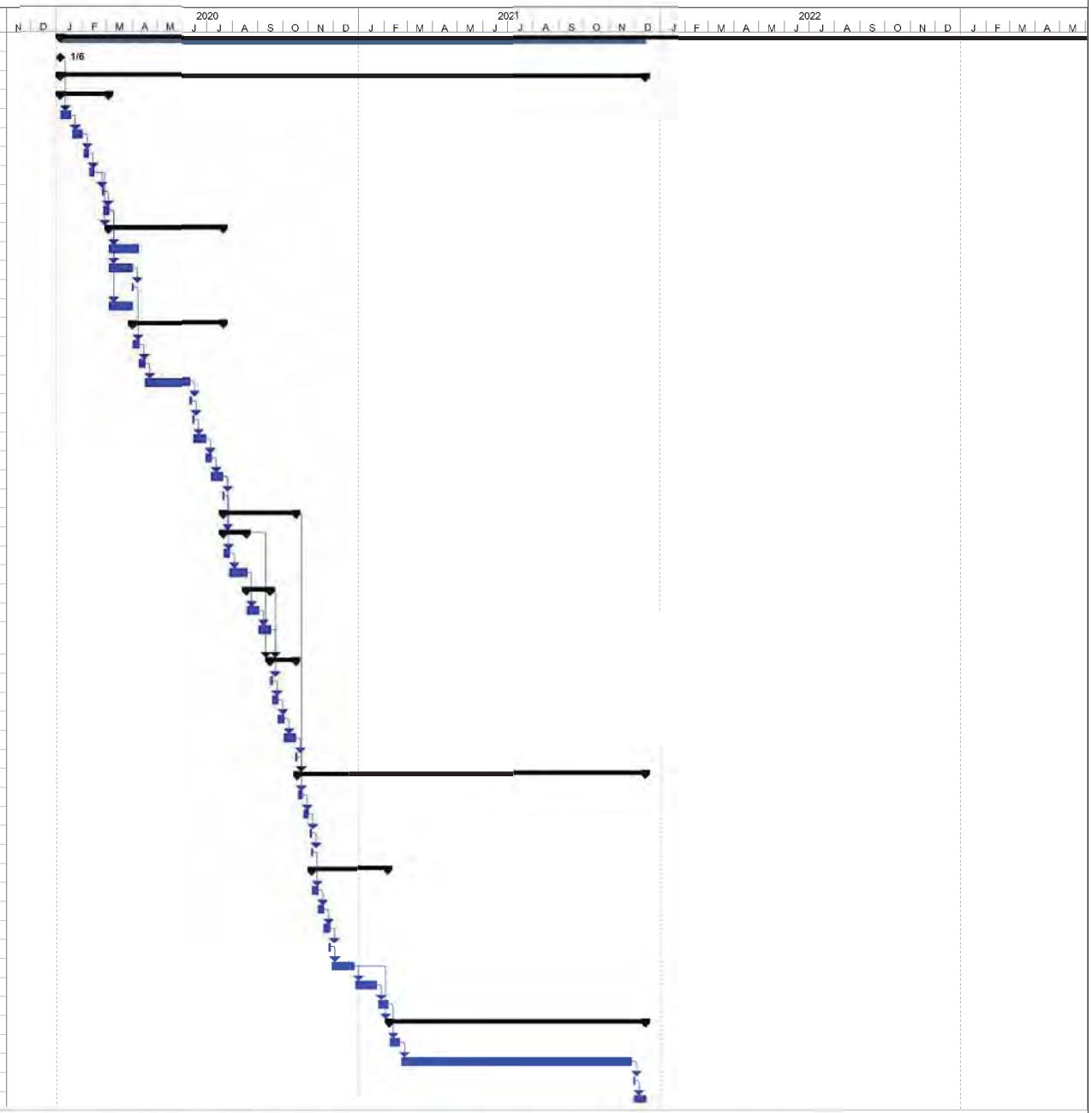
IH-35E-MAYHILL - UTILITY-RELOCATIONS

No modifications to the Standard Agreement are necessary for this project.

DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

ATTACHMENT D - NIH-35E-MAYHILL - UTILITY-RELOCATIONS - PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predec	Successors
1	**IH35E-Mayhill - Utility Relocations**	**3117 days**	**Mon 1/6/20**	**Tue 12/16/31**		
2	Notice to Proceed	0 days	Mon 1/6/20	Mon 1/6/20		5
3	**IH-35E-MAYHILL-UTILITY-RELOCATIONS**	**506 days**	**Mon 1/6/20**	**Mon 12/13/21**		
4	**Alignment Study**	**42 days**	Mon 1/6/20	**Tue 3/3/20**		
5	Data Collection	2 wks	Mon 1/6/20	Fri 1/17/20	2	6
6	Alignment Study Memorandum	2 wks	Mon 1/20/20	Fri 1/31/20	5	7
7	QAQC	1 wk	Mon 2/3/20	Fri 2/7/20	6	8
8	City Review	1 wk	Mon 2/10/20	Fri 2/14/20	7	11,9
9	Review Meeting	1 day	Tue 2/25/20	Tue 2/25/20	8	10
10	Revise Memorandum	1 wk	Wed 2/26/20	Tue 3/3/20	9	13,12,15
11	**Preliminary Design**	**100 days**	Wed 3/4/20	**Tue 7/21/20**	8	
12	Geotechnical Investigation	5 wks	Wed 3/4/20	Tue 4/7/20	10	
13	Survey	4 wks	Wed 3/4/20	Tue 3/31/20	10	14
14	Preliminary Site Visit	1 day	Wed 4/1/20	Wed 4/1/20	13	17
15	Subsurface Utility Engineering (SUE)	4 wks	Wed 3/4/20	Tue 3/31/20	10	
16	**Preliminary Plans**	**79 days**	**Thu 4/2/20**	**Tue 7/21/20**		
17	Breakdown Survey	1 wk	Thu 4/2/20	Wed 4/8/20	14	18
18	General Sheets	1 wk	Thu 4/9/20	Wed 4/15/20	17	19
19	Civil Sheets	8 wks	Thu 4/16/20	Wed 6/10/20	18	20
20	Prepare OPCC	2 days	Thu 6/11/20	Fri 6/12/20	19	21
21	Site Visit	1 day	Mon 6/15/20	Mon 6/15/20	20	22
22	QA/QC	2 wks	Tue 6/16/20	Mon 6/29/20	21	23
23	Revisions	1 wk	Tue 6/30/20	Mon 7/6/20	22	24
24	City Review	2 wks	Tue 7/7/20	Mon 7/20/20	23	27,25
25	Review Meeting	1 day	Tue 7/21/20	Tue 7/21/20	24	28
26	**Final Design**	**63 days**	**Wed 7/22/20**	**Fri 10/16/20**		**39**
27	**Prepare Plans**	**20 days**	**Wed 7/22/20**	**Tue 8/18/20**	**24**	**33**
28	General Sheets	1 wk	Wed 7/22/20	Tue 7/28/20	25	29
29	Civil Sheets	3 wks	Wed 7/29/20	Tue 8/18/20	28	31
30	**Project Manual**	**20 days**	**Wed 8/19/20**	**Tue 9/15/20**		**33**
31	City Standard Specifications	2 wks	Wed 8/19/20	Tue 9/1/20	29	32
32	Non-Standard Technical Specifications	2 wks	Wed 9/2/20	Tue 9/15/20	31	34
33	**90% Submittal**	**23 days**	**Wed 9/16/20**	**Fri 10/16/20**	**27,30**	
34	OPCC	2 days	Wed 9/16/20	Thu 9/17/20	32	35
35	QA/QC	1 wk	Fri 9/18/20	Thu 9/24/20	34	36
36	Revisions	1 wk	Fri 9/25/20	Thu 10/1/20	35	37
37	City Review	2 wks	Fri 10/2/20	Thu 10/15/20	36	38
38	Review Meeting	1 day	Fri 10/16/20	Fri 10/16/20	37	40
39	**Construction Doc Preparation**	**301 days**	**Mon 10/19/20**	**Mon 12/13/21**	**26**	
40	Plan Revisions	1 wk	Mon 10/19/20	Fri 10/23/20	38	41
41	Project Manual Revisions	1 wk	Mon 10/26/20	Fri 10/30/20	40	42
42	Final OPCC	2 days	Mon 11/2/20	Tue 11/3/20	41	43
43	Construction Doc Submittal	1 day	Wed 11/4/20	Wed 11/4/20	42	45
44	**Bidding**	**67 days**	**Thu 11/5/20**	**Fri 2/5/21**		
45	Advertisement 1	1 wk	Thu 11/5/20	Wed 11/11/20	43	46
46	Pre-Bid Meeting	1 wk	Thu 11/12/20	Wed 11/18/20	45	47
47	Advertisement 2	1 wk	Thu 11/19/20	Wed 11/25/20	46	48
48	Bid Opening/Tabulation/Award Rec	2 days	Thu 11/26/20	Fri 11/27/20	47	49
49	PUB Recommendation	4 wks	Mon 11/30/20	Fri 12/25/20	48	52,50
50	Council Award	4 wks	Mon 12/28/20	Fri 1/22/21	49	51
51	Contract Doc Execution	2 wks	Mon 1/25/21	Fri 2/5/21	50	53
52	**Construction**	**221 days**	**Mon 2/8/21**	**Mon 12/13/21**	**49**	
53	Preconstruction Meeting	2 wks	Mon 2/8/21	Fri 2/19/21	51	54
54	Construction	10 mons	Mon 2/22/21	Fri 11/26/21	53	55
55	Final Walk Through	1 day	Mon 11/29/21	Mon 11/29/21	54	56
56	Record Drawings	2 wks	Tue 11/30/21	Mon 12/13/21	55	



Project: 2018-04_100996-Clear-Fork_LS
Date: Fri 10/25/19

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

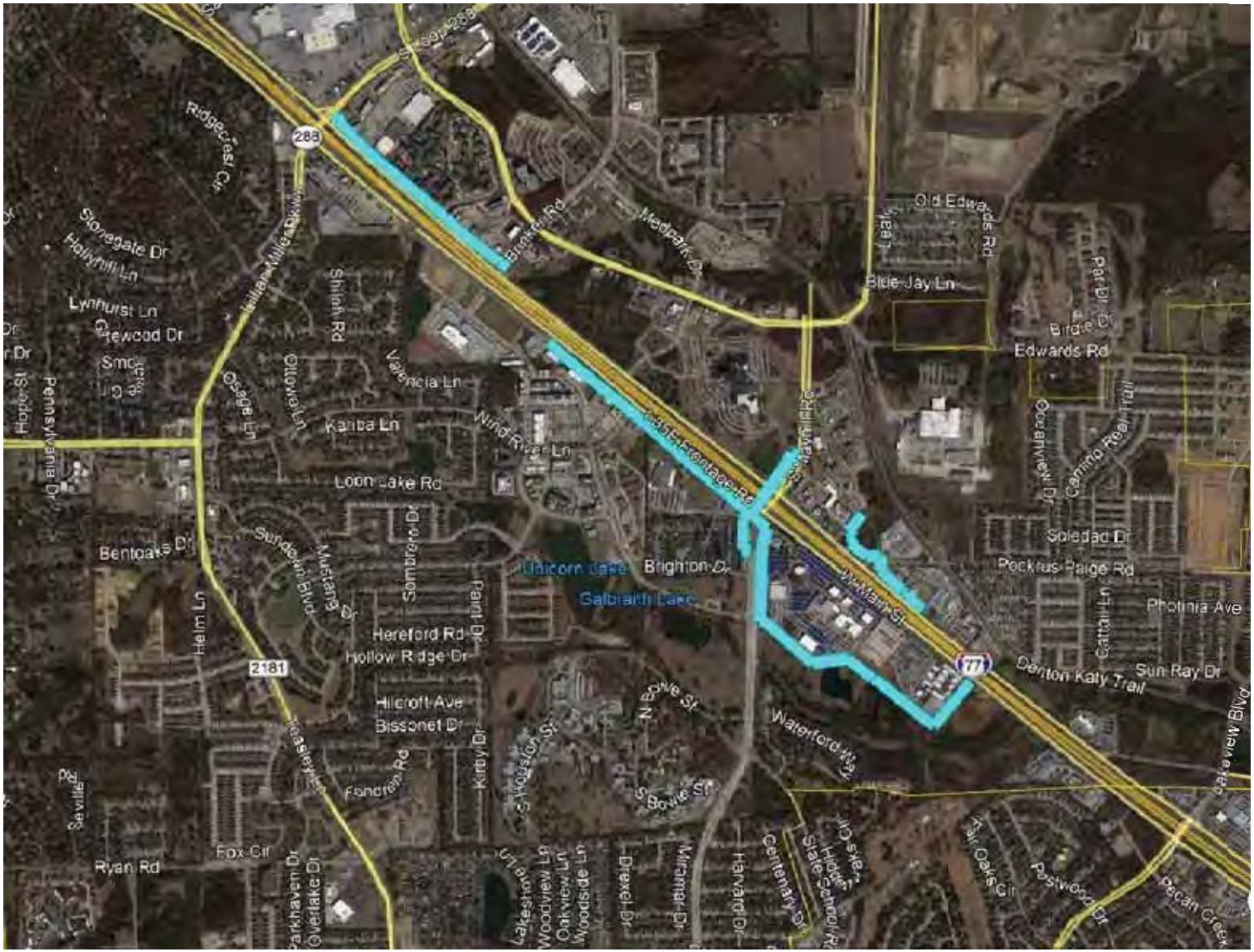
DocuSign Envelope ID: 532E6BC9-1D7D-42AF-AA55-CB7DFC0B6CD2

ATTACHMENT "E"

PROJECT LOCATION MAP

for

IH-35E-MAYHILL - UTILITY-RELOCATIONS



Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Jul 1, 2019

General Project Information

Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocations**
KHA No.	**0610240xx**
PM:	**Chris Igo**

Task Budget Summary

					Task 700	Task 888	
No.	**Task Name**	***Hours***	**Labor**	**Expenses**	**Office Exp.**	**Subtotal**
100	Design Mgmt	*141*	$ 29,600	$ 11,000	$ 1,400	$ 42,000
200	Align Routing-Esmt ID	*201*	$ 44,100		$ 2,100	$ 46,200
201	Prelim Design	*529*	$ 118,700	$ 29,700	$ 5,500	$ 153,900
202	Final Design	*307*	$ 68,300		$ 3,200	$ 71,500
203	Contract Docs	*60*	$ 12,500		$ 600	$ 13,100
204	Bidding Services	*73*	$ 16,100		$ 800	$ 16,900
205	CCA	*237*	$ 53,300		$ 2,500	$ 55,800
206	Record Drawings	*42*	$ 8,700		$ 400	$ 9,100
207	Permitting	*103*	$ 22,800		$ 1,100	$ 23,900
208	Survey and Easements	*311*	$ 56,700	$ 57,800	$ 2,700	$ 117,200
209	Easement Acquisition			$ 249,500		$ 249,500
210	Conflict Analysis	*151*	$ 33,000	$ 400	$ 1,600	$ 35,000
777	Contingency				$ -	
	TOTALS:	***2,155***	**$ 463,800**	**$ 348,400**	**$ 21,900**	**$ 834,100**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	$ -		$ -

Project Budget Summary

Labor:	**$**	**463,800**
Expenses:	**$**	**370,300**
TOTAL:	**$**	**834,100**

Note: This portion is for water only, the rest of the contract hourly breakdown is shown in the wastewater agreement

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**29,600**
Expenses:	**$**	**11,000**
Allocation:	**$**	**1,400**
TOTAL:	**$**	**42,000**

Task Information	
Number:	**100**
Name:	**Design Mgmt**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Analyst P1	Professional B5							Subtotal (Hrs)	Expenses ($)
A. Kickoff Meeting			1	25									26	
Pepare for Kickoff Meeting			4	4									8	
Attend Kickoff Meeting			1	2									3	
Kick-off Meeting Notes														
			1	2									3	
B. Data Collection					5								5	
Record Drawings					4								4	
GIS Data (including aerials/LiDAR)														
Projects in Progress														
D. Monthly Reporting														
Invoicing						22							22	
Reporting (Status/Schedule)				24	22								46	
Invoice to TxDOT				12	12								24	
Direct Expenses														$ 10,000
Subtotals:			7	69	43	22							141	$ 10,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**44,100**
Expenses:	**$**	**-**
Allocation:	**$**	**2,100**
TOTAL:	**$**	**46,200**

Task Information	
Number:	**200**
Name:	**Align Routing-Esmt ID**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Preliminary Investigation														
i) Data Collection and Record Research				8	8								16	
ii) Site Investigation			8	8	8								24	
iii) Data Review w/ City			8	8	8								24	
b) Prelim Property & ROW Investigation				16	16								32	
c) Alt Alignment Tech Memo														
Memorandum Prep			4	4	16								24	
Easement Impacts			1	2									3	
Pavement Impacts			1	2									3	
OPCC			2	4	16								22	
Alignment Exhibit Preparation			2	4	30								36	
d) City Meeting Prep and Notes			4	6	7								17	
Subtotals:			30	62	109								201	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**118,700**
Expenses:	**$**	**29,700**
Allocation:	**$**	**5,500**
TOTAL:	**$**	**153,900**

Task Information	
Number:	**201**
Name:	**Prelim Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions: GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Preliminary Design													
i) Field Verification		8	8	8								24	
ii) Prelim WL/SS/RC Layout			4	4								8	
iii) Prelim WL/SS/RC Plans													
Cover Sheet			1	2								3	
Control Sheets (2)			2	4								6	
Overall WL Layout Sheet			1	2								3	
Overall SS Layout Sheet			1	2								3	
P&P (WL/RC) ~ 32 sheets (.5/2/3/6)	16	40	64	120								240	
P&P (SS) ~ 3 sheets (.5/2/4/6)	2	6	12	20								40	
iv) TCP		8	2	12								22	
v) Franchise Utility Coord			8	8								16	
vi) Gen Notes/Index/Legend			2	4								6	
vii) City Std Dtls			1	3								4	
viii) WL Connection Dtls			4	8								12	
ix) Prelim Tech Specs			4	8								12	
x) OPCC		2	4	8								14	
xi) deliverables		4	4	4								12	
xii) Meetings													
(1) Kickoff Meeting		4	4	4								12	
(2) On-Site Meeting		8	8	8								24	
(3) Prelim Plan Review Meeting		4	4	4								12	
b) design survey	see survey & easements task												
c) geotechnical engineering		2	4	8		Geotech - CMJ						14	$ 17,000
d) Subsurface Utility Engineering			2	4		SUE - Rios						6	$ 10,000
f) easement instruments (35)	See survey & easements task												
g) Tunnel/Bore Design		8	20	8								36	
Subtotals:	18	94	164	253								529	$ 27,000

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**68,300**
Expenses:	**$**	**-**
Allocation:	**$**	**3,200**
TOTAL:	**$**	**71,500**

Task Information	
Number:	**202**
Name:	**Final Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) final design														
i) incorporate city comments ~ 40 shts		20	20	60	100								200	
ii) OPCC			2	4	8								14	
iii) ECP & Dtls			4	8	16								28	
iv) Div 00 & 01			2	4	8								14	
v) Abandonment Sheets			2	4	8								14	
vi) Tech Specs			1	2	6								9	
vIi) deliverables			2	4	8								14	
viiI) City review meeting			4	4	6								14	
Subtotals:		20	37	90	160								307	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**12,500**
Expenses:	**$**	**-**
Allocation:	**$**	**600**
TOTAL:	**$**	**13,100**

Task Information	
Number:	**203**
Name:	**Contract Docs**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
i) Contract Docs														
Project Manual Revisions			2	8	16	3							29	
Bid Plan Revisions			4	8	16	3							31	
Subtotals:			6	16	32	6							60	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**16,100**
Expenses:	**$**	**-**
Allocation:	**$**	**800**
TOTAL:	**$**	**16,900**

Task Information	
Number:	**204**
Name:	**Bidding Services**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
a) Bid Plan/Spec Deliverables				2	2								4	
b) Bid Assistance														
i) Addenda Prep			2	5	10								17	
ii) Question Responses			4	4									8	
iii) Bid Opening			4	4	4								12	
iv) Bid Tabulatoin				2		4							6	
v) Evaluatoin of bid results			2	2									4	
vi) Recommendation of award ltr				2	2								4	
c) conformance plans and specs			2	4	12								18	
Subtotals:			14	25	30	4							73	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**53,300**
Expenses:	**$**	**-**
Allocation:	**$**	**2,500**
TOTAL:	**$**	**55,800**

Task Information	
Number:	**205**
Name:	**CCA**
Task Mgr:	

Task Description and Budgeting

Task Descriptions: GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) Pre-con Conference		4	4	4								12	
b) site visits (12)		12	36	36								84	
c) shop drawings (assume 30)	5	5	31	32								73	
d) final walkthrough and punch list		8	8	8								24	
Plan/Spec Interpretation - RFIs 10, 2hr ea	4	4	15	21								44	
Subtotals:	9	33	94	101								237	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**8,700**
Expenses:	**$**	**-**
Allocation:	**$**	**400**
TOTAL:	**$**	**9,100**

Task Information	
Number:	**206**
Name:	**Record Drawings**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
Record Drawings Prep			2	12	25	3							42	
Subtotals:			2	12	25	3							42	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**22,800**
Expenses:	**$**	**-**
Allocation:	**$**	**1,100**
TOTAL:	**$**	**23,900**

Task Information	
Number:	**207**
Name:	**Permitting**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5							Subtotal (Hrs)	Expenses ($)
a) TxDOT UIR Permit			2	8	8								18	
b) Coordinate Utility Agreement w/TxDOT			4	20	24								48	
c) Franchise Utility Coordination			4	20	13								37	
Subtotals:			10	48	45								103	$ -

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**56,700**
Expenses:	**$**	**57,800**
Allocation:	**$**	**2,700**
TOTAL:	**$**	**117,200**

Task Information	
Number:	**208**
Name:	**Survey and Easements**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Senior Tech Support CO4	Professional B5							Subtotal (Hrs)	Expenses ($)
Schematic Property Research				6	20								26	
Topographic Survey				20	60		Field Work - KAZ Surveying						80	$ 52,500
Easements (35)				62	143								205	
Subtotals:				88	223								311	$ 52,500

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**-**
Expenses:	**$**	**249,500**
Allocation:	**$**	**-**
TOTAL:	**$**	**249,500**

Task Information	
Number:	**209**
Name:	**Easement Acquisition**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Professional B5								Subtotal (Hrs)	Expenses ($)
Property Acquisition Subconsultant							Land Acquisition - Cobb								
Right of Entries (25)															$ 18,000
Title and Closing Services (25)															$ 11,250
Negotiation Services (25)															$ 101,250
Appraisal Service (Land Only) (20)															$ 68,400
Appraisal Service (Improved Property) (5)															$ 27,900

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	$792.00	$19,800.00
Title and Closing Services	25	$495.00	$12,375.00
Negotiation Services	25	$4,455.00	$111,375.00
Appraisal Service (Land Only)	20	$3,762.00	$75,240.00
Appraisal Service (Improved Property)	5	$6,142.00	$30,710.00
		TOTAL SERVICES FEE	**$249,500.00**

Kimley»Horn

Task Fee Calculation

Date: July 1, 2019

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**0610240xx**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**33,000**
Expenses:	**$**	**400**
Allocation:	**$**	**1,600**
TOTAL:	**$**	**35,000**

Task Information	
Number:	**210**
Name:	**Conflict Analysis**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3	Support Staff N6							Subtotal (Hrs)	Expenses ($)
Conflict Analysis														
1. Ultimate I35 Schematic review			10	10	20								40	
2. Utility conflict concpt layout I35														
10 conflicts			10	30	40	10							90	
Each conflict packet includes:														
A. conflict schematic														
B. easement ID														
C. schedule														
D. site visit														
F. OPCC														
3. I35 - conflict QA/QC (1 hr per packet)			10	10		1							21	$ 350
Subtotals:			30	50	60	11							151	$ 350

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

Docusign City Council Transmittal Coversheet

PSA	6590-084
File Name	MAYHILL I35E UTILITY LOCATION
Purchasing Contact	Crystal Westbrook
City Council Target Date	January 12, 2021
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	21-019

DS
LH

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
Contract #6590-084

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 6590-084 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc., ("Engineer"); to that certain contract executed on January 15, 2020, in the original not-to-exceed amount of $922,800 (the "Agreement"); for services related to the IH-35E-Mayhill-Utility Relocations.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $165,000 with this Amendment for an aggregate not-to-exceed amount of $1,087,800; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the IH-35E-Mayhill-Utility Relocations, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed $165,000.

2. This Amendment modifies the Agreement amount to provide an additional $165,000 for the additional services with a revised aggregate not to exceed total of $1,087,800.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

IN WITNESS WHEREOF, the City and the Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 01/12/2021.

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Todd Hileman
E7F5C771EAD2454...
TODD HILEMAN, CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

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

"Engineer"

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: Glenn Mary Sr. Vice Presedent
EBB4642294C8424...
AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn
02051D0D427E4E5...

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

DocuSigned by: Terrance Naulty
B0F331381D69478...
SIGNATURE

Terrance Naulty
PRINTED NAME

Interim Director Water/Wastewater
TITLE

Water/Wastewater Utilities
DEPARTMENT

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

EXHIBIT A

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
IH-35E-MAYHILL - UTILITY-RELOCATIONS
Amendment Scope of Services

Scope of Services

The CITY has requested that the ENGINEER perform additional services including additional property acquisition services.

Task 11 – Easement Acquisition Services

ENGINEER will provide technical assistance to the Real Estate Agent during property negotiations for up to thirty (30) hours.

ENGINEER's Real Estate Agent will provide the following additional services in accordance with the Original Contract:

- Provide property negotiation services, title closing services, and appraisal services for an additional (10) parcels for the proposed line in accordance with the previously agreed to scope under Task 11.A.

- Engage an independent Appraisal Reviewer to submit an Appraisal Review to accompany any appraisal completed for up thirty-five (35) parcels according to Task 11.A.1.

Compensation

Previous Task 11 Amount:

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	$880.00	$22,000.00
Title and Closing Services	25	$550.00	$13,750.00
Negotiation Services	25	$4,950.00	$123,750.00
Appraisal Service (Land Only)	20	$4,180.00	$83,600.00
Appraisal Service (Improved Property)	5	$6,820.00	$34,100.00
		TOTAL FEE	**$277,200.00**

Revised Task 11 Amount:

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	$880.00	$22,000.00
Title and Closing Services	35	$550.00	$19,250.00
Negotiation Services	35	$4,950.00	$173,250.00
Appraisal Service (Land Only)	30	$4,180.00	$125,400.00

DocuSign Envelope ID: 22D2B370-845D-44DD-B151-E2B17C54F022

Appraisal Service (Improved Property)	5	$6,820.00	$34,100.00
Appraisal Service (Independent Review)	35	$1,760.00	$61,600.00
Engineer Assistance	30	$220.00	$6,600.00
		Revised TOTAL FEE	**$442,200.00**

The additional services described above will be accommodated by increasing the contract amount by $165,00. The following table summarizes the revised contract amount:

Task	Original Contract	Amendment No. 1	Revised Contract
Task 1 – Design Management	$46,700	-	$46,700
Task 2 – Alignment Study	$51,400	-	$51,400
Task 3 – Preliminary Design	$171,000	-	$171,000
Task 4 – Final Design	$79,500	-	$79,500
Task 5 – Construction Contract Documents	$14,500	-	$14,500
Task 6 – Bid Phase Services	$18,700	-	$18,700
Task 7 – Construction Phase Services	$61,900	-	$61,900
Task 8 – Record Drawings Preparation	$10,100	-	$10,100
Task 9 – Permitting	$26,600	-	$26,600
Task 10 – Survey and Easements	$130,200	-	$130,200
Task 11 – Easement Acquisition Services	$277,200	$165,000	$442,200
Task 12 – Conflict Analysis	$35,000	-	$35,000
Totals:	**$922,800**	**$165,000**	**$1,087,800**

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Terrance Nauls
B6F331381089478...

Interim Director Water/Wastewater
TITLE

Date: 10-8-2020

BY:
ENGINEER
Kimley-Horn and Associates, Inc

Title: Glenn Gary, Senior Vice President

Date: 10-8-2020

Total Task 11

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	25	$880.00	$22,000.00
Title and Closing Services	35	$550.00	$19,250.00
Negotiation Services	35	$4,950.00	$173,250.00
Appraisal Service (Land Only)	30	$4,180.00	$125,400.00
Appraisal Service (Improved Property)	5	$6,820.00	$34,100.00
Appraisal Service (Independent Review)	35	$1,760.00	$61,600.00
Engineer Assistance	30	$220.00	$6,600.00
		TOTAL SERVICES FEE	**$442,200.00**

Amendment 1

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	0	$880.00	$0.00
Title and Closing Services	10	$550.00	$5,500.00
Negotiation Services	10	$4,950.00	$49,500.00
Appraisal Service (Land Only)	10	$4,180.00	$41,800.00
Appraisal Service (Improved Property)	0	$6,820.00	$0.00
Appraisal Service (Independent Review)	35	$1,760.00	$61,600.00
Engineer Assistance	30	$220.00	$6,600.00
		TOTAL SERVICES FEE	**$165,000.00**

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND KIMLEY-HORN AND ASSOCIATES, INC.
Contract #6590-084

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS SECOND AMENDMENT TO CONTRACT 6590-084 ("Amendment") by and between the City of Denton, Texas ("City") and Kimley-Horn and Associates, Inc., ("Engineer"); to that certain contract executed on January 14, 2020, in the original not-to-exceed amount of $922,800 (the "Original Agreement"); amended on January 12, 2021 in the additional amount of $165,000 aggregating a not-to-exceed amount of $1,087,800 (the "First Amendment") (collectively, the Original Agreement, the First Amendment are the "Agreement") for services related to the IH-35E-Mayhill-Utility Relocations.

WHEREAS, the City deems it necessary to further expand the services provided by Consultant to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $217,500 with this Amendment for an aggregate not-to-exceed amount of $1,305,300; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the IH-35E-Mayhill-Utility Relocations, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed $217,500.

2. This Amendment modifies the Agreement amount to provide an additional $217,500 for the additional services with a revised aggregate not to exceed total of $1,305,300.

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

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 Consultant, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 08/03/2021.

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation
SARA HENSLEY, INTERIM CITY MANAGER

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

ATTEST:
ROSA RIOS, CITY SECRETARY

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

"Engineer"

KIMLEY-HORN AND ASSOCIATES, INC.

By: DocuSigned by: EDB15720A1C6421... Sr. Vice Presedent
AUTHORIZED SIGNATURE, TITLE

APPROVED AS TO LEGAL FORM:
CATHERINE CLIFTON, INTERIM CITY ATTORNEY

By: DocuSigned by: Marcella Lunn 02051D0D427E4E5...

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

DocuSigned by: Stephen D. Gay FEB48BB9726E4A9...
SIGNATURE

Stephen D. Gay
PRINTED NAME

Director, Water Utilities
TITLE

Water Utilities
DEPARTMENT

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

Professional Services Agreement:
IH-35E-MAYHILL - UTILITY-RELOCATIONS
Amendment Scope of Services

Scope of Services

TxDOT has redesigned a portion of the roadway project that necessitates additional waterline relocation. The CITY has requested that the ENGINEER perform additional services including topographic survey, design, easement acquisition, and additional TxDOT coordination for approximately 1,700 linear feet of 20-inch water line.

Task 1 Design Management

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Project Management

1. Continued development of progress reporting and updates to project schedule.
2. Attend up to one additional meeting with City.
3. Prepare and execute up to two (2) additional subconsultant amendments.

Task 3 Preliminary Design

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Preliminary Water Line Design

1. Perform one additional site visit to perform field verification of the survey.
2. Prepare preliminary water line plan and profile drawings for approximately 1,700 linear feet of 20-inch water line.
3. Compile and prepare an updated opinion of probable construction cost (OPCC) for the additional infrastructure to be incorporated into the preliminary design OPCC.

B. Deliverables

1. Supplemental Preliminary design submittal (60%)
    a. Submit four (4) copies to City for review and comment.
    b. Submittal shall include the following:
        i. Supplemental preliminary design plans (22”x34”)
        ii. Opinion of probable construction cost incorporated into overall cost of proposed Mayhill Utility Relocations

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

C. Meetings

1. Attend one (1) additional meeting with City to present and review the supplemental preliminary design submittal.

Task 4 Final Design

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Final Design

1. Prepare final design water line plan and profile drawings, surface repair, erosion control, and details for approximately 1,700 linear feet of 20-inch water line.

B. Deliverables:

1. Final Design Submittal will be incorporated into the Final Design Deliverables indicated in the Original Contract.

Task 9 Permitting

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Permitting

1. The ENGINEER will aid the City in coordinating the additional design into the Utility Agreement (U-35) with TxDOT and prepare reimbursement invoices as necessary. This also includes providing betterment calculations and coordination efforts with TxDOT, and their designated Utility Coordinator.

Task 10 Survey and Easements

ENGINEER will provide the following additional services in accordance with the Original Contract:

A. Design Survey

1. Additional design survey with the following limits:
    a. A 100-foot wide alignment generally along Interstate Hwy 35 continuing south/east from the Lillian Miller/Loop 288 intersection approximately 1,700 linear feet.

B. Easement Preparation

1. Upon receiving approval of 60% design drawings, ENGINEER will prepare up to eight (8) permanent water line easements and up to one (1) temporary construction easements.
2. Revise up to twelve (12) previously submitted signed and sealed easement documents due to coordination with Denton Municipal Electric and City Real Estate requests.

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

Task 11 – Easement Acquisition Services

ENGINEER will provide technical assistance to the Real Estate Agent during property negotiations for up to twenty (20) hours.

ENGINEER's Real Estate Agent will provide the following additional services in accordance with the Original Contract:

- Provide property negotiation services, title closing services, and appraisal services, including appraisal review for an additional eight (8) parcels for the proposed line in accordance with the previously agreed to scope under Task 11.A.
- Revise up to four (4) previously submitted appraisal packets due to coordination with Denton Municipal Electric and City Real Estate requests.

DocuSign Envelope ID: 60669CFE-C4E6-4EDD-A89F-4F308B7520A0

Compensation

The additional services described above will be accommodated by increasing the contract amount by $217,500 The following table summarizes the revised contract amount:

Task	Original Contract	Amd. No. 1	Amd. No. 2	Revised Contract
Task 1 – Design Management	$46,700	-	$2,900	$49,600
Task 2 – Alignment Study	$51,400		-	$51,400
Task 3 – Preliminary Design	$171,000	-	$23,900	$194,900
Task 4 – Final Design	$79,500	-	$11,100	$90,600
Task 5 – Construction Contract Documents	$14,500	-	-	$14,500
Task 6 – Bid Phase Services	$18,700	-	-	$18,700
Task 7 – Construction Phase Services	$61,900	-	-	$61,900
Task 8 – Record Drawings Preparation	$10,100	-	-	$10,100
Task 9 – Permitting	$26,600	-	$7,600	$34,200
Task 10 – Survey and Easements	$130,200	-	$35,000	$165,200
Task 11 – Easement Acquisition Services	$277,200	$165,000	$137,000	$579,200
Task 12 – Conflict Analysis	$35,000	-	-	$35,000

Totals:	**$922,800**	**$165,000**	**$217,500**	**$1,305,300**

Duly executed by each party's designated representative to be effective on the date subscribed by the CITY.

BY:
CITY OF DENTON, TEXAS

_____

Title:_____

Date:_____

BY:
ENGINEER
Kimley-Horn and Associates, Inc

John R. Atkins, P.E.

Title: John Atkins, Vice President

Date:_____

Kimley»Horn

Project Fee Calculation

Budget Summary

Date: Sep 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocations**
KHA No.	**061024039**
PM:	**Chris Igo**

Task Budget Summary

No.	Task Name	Hours	Labor	Task 700 Expenses	Task 888 Office Exp.	Subtotal
100	Design Management	*12*	$ 2,700		$ 200	$ 2,900
201	WL-Prelim Design	*101*	$ 22,800		$ 1,100	$ 23,900
202	WL-Final Design	*46*	$ 10,600		$ 500	$ 11,100
207	Permitting	*30*	$ 7,200		$ 400	$ 7,600
208	WL-Survey and Easements	*119*	$ 25,200	$ 8,600	$ 1,200	$ 35,000
209	Easement Acquisition	*16*	$ 3,900	$ 132,900	$ 200	$ 137,000
777	Contingency				$ -	
	TOTALS:	***324***	**$ 72,400**	**$ 141,500**	**$ 3,600**	**$ 217,500**

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
	TOTALS:	**$ -**		**$ -**

Project Budget Summary		
Labor:	**$**	**72,400**
Expenses:	**$**	**145,100**
TOTAL:	**$**	**217,500**

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**061024039**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**2,700**
Expenses:	**$**	**-**
Allocation:	**$**	**200**
TOTAL:	**$**	**2,900**

Task Information	
Number:	**100**
Name:	**Design Management**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	P8	P7	P5	P3	B5							Subtotal (Hrs)	Expenses ($)
Miscellaneous Coordination				6	6								12	

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**061024039**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	$	**22,800**
Expenses:	$	**-**
Allocation:	$	**1,100**
TOTAL:	$	**23,900**

Task Information	
Number:	**201**
Name:	**WL-Prelim Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
P&P ~ 2 Sheets (2/4/8/16)		1	8	16	32								57	
Erosion Control Sheets				4	8								12	
SUE				2	4								6	
Meetings			4	8	8								20	
OPCC				2	4								6	
Subtotals:		1	12	32	56								101	$ -

Task Subtotals ($000's)

	Senior Professional II P8	Senior Professional I P7	Senior Professional I P5	Professional P3								Lbr	Expenses ($)
Cost:	0.1	0.9	1.6	2.0								4.6	$ -
Effort:	0.3	3.3	7.7	11.5								22.8	$ -

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**061024039**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**10,600**
Expenses:	**$**	**-**
Allocation:	**$**	**500**
TOTAL:	**$**	**11,100**

Task Information	
Number:	**202**
Name:	**WL-Final Design**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II	Senior Professional I	Senior Professional I	Professional								Subtotal	
		P8	P7	P5	P3								(Hrs)	Expenses ($)
P&P ~ 2 Sheets (1/2/4/8)		2	4	8	16								30	
Erosion Control Sheets				1	1								2	
Meetings			2	4	4								10	
OPCC				2	2								4	
Subtotals:		2	6	15	23								46	$ -

Task Subtotals ($000's)

	Lbr	Expenses ($)
Cost:	2.2	$ -
Effort:	10.5	$ -

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**061024039**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**7,200**
Expenses:	**$**	**-**
Allocation:	**$**	**400**
TOTAL:	**$**	**7,600**

Task Information	
Number:	**207**
Name:	**Permitting**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:		Senior Professional I P7	Senior Professional I P5	Professional P3								Subtotal (Hrs)	Expenses ($)
TxDOT coordination for reimbursement			4	20	6								30	

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**061024039**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	**$**	**25,200**
Expenses:	**$**	**8,600**
Allocation:	**$**	**1,200**
TOTAL:	**$**	**35,000**

Task Information	
Number:	**208**
Name:	**WL-Survey and Easements**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional I P5	Professional P3											Subtotal (Hrs)	Expenses ($)
Topo		5	8											13	
Easements (10)		12	54											66	$ 7,750
Easement Revisions (12)		4	36											40	
Subtotals:		21	98											119	$ 7,750

Task Subtotals ($000's)														Lbr	Expenses ($)
Cost:	1.1	3.5												4.6	$ 7,750
Effort:	5.1	20.1												25.1	$ 8,600

Kimley»Horn

Task Fee Calculation

Date: September 1, 2020

General Project Information	
Client:	**City of Denton**
Project:	**IH-35E-Mayhill-Utility Relocation**
KHA No:	**061024039**
PM:	**Chris Igo**

Task Effort Summary		
Labor:	$	**3,900**
Expenses:	$	**132,900**
Allocation:	$	**200**
TOTAL:	$	**137,000**

Task Information	
Number:	**209**
Name:	**Easement Acquisition**
Task Mgr:	

Task Description and Budgeting

Task Descriptions:	GLC:	Senior Professional II P8	Senior Professional I P7	Senior Professional I p5	Professional P3								Subtotal (Hrs)	Expenses ($)
Property Acquisition Subconsultant														
Right of Entries (8)														$ 6,400
Title and Closing Services (8)														$ 4,000
Negotiation Services (8)														$ 36,000
Appraisal Service (Land Only) (4)														$ 30,400
Appraisal Service (Improved Property) (4)														$ 24,800
Appraisal Review (8)														$ 19,200
Engineer Assistance				16									16	
Subtotals:				16									16	$ 120,800

Real Estate Agent Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right-of-Entries	8	$880.00	$7,040.00
Title and Closing Services	8	$550.00	$4,400.00
Negotiation Services	8	$4,950.00	$39,600.00
Appraisal Service (Land Only)	8	$4,180.00	$33,440.00
Appraisal Service (Improved Property)	4	$6,820.00	$27,280.00
Appraisal Service (Independent Review)	12	$1,760.00	$21,120.00
Engineer Assistance	16	$257.50	$4,120.00
		TOTAL SERVICES FEE	$137,000.00

Task Subtotals ($000's)													Lbr	Expenses ($)
Cost:			0.8										0.8	$ 120,800
Effort:			3.9										3.9	$ 132,900

Kimley-Horn and Associates, Inc.
Standard Rate Schedule
(Hourly Rate)

B	ANALYST	115.00
B1	ANALYST	120.00
B2	ANALYST	130.00
B3	ANALYST	140.00
B4	PROFESSIONAL	170.00
B5	PROFESSIONAL	190.00
B6	SENIOR PROFESSIONAL I	210.00
B7	SENIOR PROFESSIONAL I	230.00
B8	SENIOR PROFESSIONAL II	250.00
CO3	SENIOR TECHNICAL SUPPORT	150.00
CO4	SENIOR TECHNICAL SUPPORT	160.00
CO5	SENIOR TECHNICAL SUPPORT	170.00
CO6	SENIOR TECHNICAL SUPPORT	180.00
D7	SENIOR TECHNICAL SUPPORT	190.00
D8	SENIOR TECHNICAL SUPPORT	200.00
E1	SENIOR PROFESSIONAL II	270.00
E2	SENIOR PROFESSIONAL II	270.00
E3	SENIOR PROFESSIONAL II	270.00
E4	SENIOR PROFESSIONAL II	270.00
N1	SUPPORT STAFF	85.00
N2	SUPPORT STAFF	90.00
N3	SUPPORT STAFF	100.00
N4	SUPPORT STAFF	115.00
N5	SUPPORT STAFF	120.00
N6	SUPPORT STAFF	125.00
P	ANALYST	160.00
P1	ANALYST	170.00
P2	ANALYST	185.00
P3	PROFESSIONAL	195.00
P4	PROFESSIONAL	215.00
P5	SENIOR PROFESSIONAL I	230.00
P6	SENIOR PROFESSIONAL I	250.00
P7	SENIOR PROFESSIONAL I	260.00
P8	SENIOR PROFESSIONAL II	275.00
T1	TECHNICAL SUPPORT	90.00
T2	TECHNICAL SUPPORT	95.00
T3	TECHNICAL SUPPORT	100.00
T4	TECHNICAL SUPPORT	105.00
T5	SENIOR TECHNICAL SUPPORT	120.00
T6	SENIOR TECHNICAL SUPPORT	130.00
T7	SENIOR TECHNICAL SUPPORT	145.00
TS1	TECHNICAL SUPPORT	75.00
TS2	TECHNICAL SUPPORT	90.00
TS3	TECHNICAL SUPPORT	95.00
TS4	TECHNICAL SUPPORT	100.00
TS5	TECHNICAL SUPPORT	105.00
X5	ANALYST	125.00
X6	ANALYST	135.00
X7	PROFESSIONAL	165.00
X8	SENIOR PROFESSIONAL I	185.00

Effective September 2020 and subject to revision.

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Agreement (ROW–U–JUA)

☒ Utility Installation Review/Permit Number: DAL20210118130643

DS DP Initial 1/17/2023 Date TxDOT

Initial 11/7/22 Date Utility

Approval Form
Online version 11/2005

APPROVAL

To David Brown
City of Denton Water Utilities
901 A Texas St
Denton, TX 76209

Date 9/14/2022
Application No. DAL20210118130643
District App. No. DAL20210118130643
Highway IH 0035
Control Section 019601
Maintenance Section Denton County Maintenance
County Denton

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20210118130643 (District Application No. DAL20210118130643) dated 9/14/2022 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System and by email or phone call to the area office Utility Coordinator. It is also the owners responsibility to contact TxDOT once the construction is complete.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:
Bore water sewer lines General Trench Pit Location Backfill

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Justin Braudrick
Title Utility Coordinator
District Dallas

Construction of Highway Crossing by Bore

1. GENERAL - WATER JETTING OR JACKING WILL NOT BE PERMITTED. All paved streets which are maintained by TxDOT must be bored & encased unless it is specifically stated on the permit that an exception for open cutting and/or no encasement is granted.

At no time shall the boring operation interfere with the traveling public. The safety of the traveling public and maintaining the integrity of the roadway is the primary concern.

2. BORE PIT LOCATIONS - No excavations for bore pits will be allowed to be any closer to the edge of the pavement (travel lane) than as outlined in the "TRENCH EXCAVATIONS AND PIT LOCATION" specification. If the required clear zoned distance is closer than outlined in the above mentioned specification, then appropriate traffic control devices such as barricades, signs, barrel mounted guard fence and/or concrete traffic barriers will be required as deemed necessary by the TxDOT inspector.

No excavated material will be stored closer to the traveled way than the bore pit. All pits and trenches shall be backfilled immediately after the encasement and carrier pipes have been installed. Upon completion of the backfill, all excess material will be removed from the right of way.

3. METHOD OF INSTALLATION - Crossings are to be installed by the AUGER or "DRY" BORE method and shall be accomplished by use of a laser sighted bore machine or a bore machine requiring a pilot hole. The pilot hole will serve as the centerline of the large diameter hole to be bored. The user of water or fluids in the boring operation will only be allowed for lubricating the cutting head.

The boring operation shall be performed from the low or downstream end. Lateral or vertical variation of the encasement pipe from the proposed line and grade will be permitted only to the extent of one (1) inch in ten (10) feet, provided that such a variation shall be regular and only in one direction.

The encasement pipe shall be approximately the same diameter as the bore hole. Over cutting in excess of one (1) inch shall be remedied by pressure grouting the entire length of the installation with a mixture consisting of two (2) sacks of cement per yard of sand.

4. OPTIONAL WET BORE - The utility or contractor may request installation by the Slurry or "Wet" bore method. The approval to wet bore is granted by the Area Engineer or his designated representative on an individual permit basis. If the area office allows wet bores in their designated area, approval will be based on bore size and soil conditions. Wet bores should be restricted to areas of rock or other suitable material which will prevent the sides of the bore hole from "caving in". A geotechnical report may be required prior to approval. In no instance will wet bores be allowed to exceed eighteen (18) inches in diameter.

The amount of water used for creating the slurry will be such that little or no runoff is encountered. If, in the opinion of the TxDOT inspector, at any time during the boring operation inadequate conditions are encountered for performing the wet bore, the process will be stopped and the bore will be completed by Auger bore.

The slurry material removed from the bore may not be used in the backfilling of the bore pit.

Water & Sanitary Sewer Lines

1. **GENERAL** - Longitudinal water and sanitary sewer pipelines shall be placed on uniform alignment three (3) to ten (10) feet from the right of way line. The minimum depth of cover shall be twenty-four (24) inches for non-plastic lines and thirty (30) inches for plastic lines. If a nonmetallic line is installed, a durable metal wire or other device shall be concurrently installed for detection purposes.

   Each line may be installed with enough vertical flexibility to prevent stresses; however, horizontal "snaking" of the line is prohibited.

   The utility agency shall place identification markers at the right of way line in sufficient number for longitudinal installations and at each highway crossing.

   All paved side streets crossed by a longitudinal line within TxDOT right of way must be installed as outlined in item #2 below.

2. **CROSSING** - Highway crossings are to be installed at or near right angles to highway and must be installed with an encasement pipe. Encasement pipe is also to be installed under normal center medians, extend from the top of back slope for cut sections, and five (5) feet beyond the toe of slope for fill sections, unless an additional length is required as outlined in the "TRENCH EXCAVATION AND PIT LOCATION" specification.

   All crossings under existing pavement must be installed as outlined in the "CONSTRUCTION OF HIGHWAY CROSSINGS BY BORE" specification.

   The depth of cover for crossings shall be twenty-four (24) inches for non-plastic pipe and thirty (30) inches for plastic pipe under ditches. The encasement pipe must be a minimum of eighteen (18) inches or ½ the diameter of the pipe, whichever is greater, below the bottom of the pavement structure.

   The encasement shall consist of a steel pipe around and outside the carrier pipe and support the load of the ground above the pipe, the highway, and the superimposed loads there on, including construction equipment. HDPE pipe with a SDR ratio of 11 or greater may be used for encasement of water service lines. The HDPE pipe must be a single continuous piece with no joints. The strength of the encasement pipe shall equal or exceed the structural requirements for highway drainage culverts covered under ASTM specifications.

3. **ABOVE GROUND APPURTENANCES** - Fire hydrants, air release valves, and other similar appurtenances should be located at or near the right of way line. All fire hydrants will be equipped with breakaway bases and should not be located in the sidewalk. Any appurtenances may not be located any closer than 3 ft from back of curb.

   Pumps, wells, and other structures associated with lift stations and pump stations will not be permitted within the limits of TxDOT right of way.

4. **MANHOLES** - The outside diameter of the manhole chimney at ground level shall not exceed thirty-six (36) inches. The inside diameter of the manhole for lines up to twelve (12) inches shall not exceed four (4) feet. For any increase in line size greater than twelve (12) inches the manhole may be increased a like amount. The manhole cover shall be installed flush with the ground, meet HS-20 load requirements, and weigh at least 175 pounds.

General Utility Installations

1. GENERAL - A copy of the approved notice must be kept onsite at all times during construction. Unless other arrangements are made with the designated Texas Department (TxDOT) inspector, no work will be performed on Saturday, Sunday, Holidays, or hours other than standard working hours. Utility lines shall be located to avoid or minimize the need for adjustments to accommodate future highway improvements.

All utility installations will be made without excavation or longitudinal placement being made any closer than three (3) feet from the back of curb. No pavement cuts are permitted unless specifically stated on the permit that approval is given to open cut the pavement.

No explosives shall be used within the limits of the TxDOT highway right of way for utility installations.

2. COORDINATION OF WORK - ***Prior to the start of construction the local TxDOT Office MUST BE NOTIFIED at the number listed on the approval notice. Traffic control plans must be approved by the Area Office before work can begin.*** If the installation is within the limits of an active highway construction project, the utility work must be coordinated with the TxDOT Contractor and Inspectors. The utility work shall not cause any delay or disruption to the TxDOT contractor or construction.

Location existing utility facilities and coordination with the owners is the responsibility of the utility agency.

3. TRAFFIC SAFETY, BARRICADES, WARNING DEVICES - Traffic control and protective devices shall be used and must conform to the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES for streets and highways. All barricades, warning devices, signs, flashers, and flag persons shall be provided by the utility agency or contractor.

Traffic shall not be stopped at any time without the use of a flag person. Prior to beginning work, the traffic control plans must be approved by the Area Engineer or his designated representative. Lane closures for any utility work will not be permitted without prior approval of Area Engineer or his designated representative. Lane closures are not permitted during peak "rush hour" traffic times.

Vehicles, equipment, construction material and personnel not necessary to the timely installation of the facility shall be kept as far as possible from the traveling public. Any above ground obstruction or bore pit located closer than the clear zone distances outlined in the "Trench Excavation and Pit Locations" specification shall be protected by barricades, metal beam guard fence and/or concrete traffic barriers as deemed necessary by the TxDOT Inspector. At the end of every construction day, all equipment and materials shall be removed as far from the roadway edge as possible.

4. SURVEYING AND STAKING OF UTILITIES - All utility installations shall be staked by utility agency so that TxDOT may inspect the alignment prior to start of construction. The ROW line is to be staked and the utility installed based on a set distance from the ROW line. The utility is ultimately responsible for the accuracy of the installation.

5. TIME PERIOD ALLOWED FOR INSTALLATION - If the installation of the work covered by this utility permit has not started within twelve (12) months from the approval date, a written request for an extension must be submitted to the District Office. It is expected that the installation will progress to completion in an efficient manner. However, if the work is delayed or abandoned for a period of one (1) month or more, a written request must be submitted to continue under the authority of the original permit.

6. FULL TIME SUPERVISION and INSPECTION - The utility agency shall provide competent, full time inspectors or supervisors to be present on-site during the installation. Also, the utility may be required to provide a telephone number at which someone may be contacted 24 hours in case of an emergency. The utility construction may be delayed of stopped when it is observed by the TxDOT Inspector that there is not an agency inspector or supervisor present on the job site.

7. DEPARTMENT INTERVENTION - TxDOT has the right to take charge of an to remedy any immediate hazard to the traveling public when it is obvious the utility agency will not do so. Any costs associated with TxDOT's action will be charged to the utility agency.

8. UTILITY ACCOMMODATION RULES - Utility installations within the TxDOT Right of Way shall conform to the requirements contained in the TxDOT Utility Accommodation Rules, dated February 2, 2005, the Dallas District Utility Specifications and the following industry policies.

A. Safety rules for the installation and maintenance of electric and communication lines - National Electrical Safety Code.
B. Latest edition of the Rules and Regulations for Public Water Systems, published by the Texas Department of Health, Water Hygiene Division.
C. Gas Pipelines - Title 49, C.F.R., Part 195, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards and amendments.
D. Liquid Petroleum Pipelines - Title 49, C.F.R., Part 195, Transportation of Liquids by Pipelines and amendments.
E. Latest edition of the American Society for Testing and Materials (ASTM) Specifications.
F. Latest edition of the AASHTO policy entitled "A Policy on the Accommodations of Utilities within Freeway Right of Way".
G. Latest edition of the Occupational Safety and Health Administration (OSHA) Standards and Interpretations.

Trench Excavation and Pit Location

1. GENERAL - No dirt from a trench or pit excavation shall be placed on the roadway or shoulders. All equipment and stockpiled dirt shall meet the safety clear zone distances listed below or have adequate barricades and warning devices to protect the traveling public.

Topsoil shall be kept separate from other excavation material, and be replaced in accordance with "BACKFILLING" specification.

All pits and trenches shall be kept free from standing water. If trenches and/or bore pits are left open for extended periods of time without a continuous progression of work, the utility will be required to backfill the trench and/or bore pits. Any other pit will not be left open for more than a forty eight (48) hour period.

In all excavations where sloughing is likely to occur, shoring will be utilized to prevent damage to the highway structure(s). The utility agency or contractor shall be responsible for maintaining trench excavation protections as required by provisions of Part 1926, Subpart P - Excavations, Trenching and Shoring of OSHA Standards.

2. TRENCHING - Longitudinal installations must be placed as near a uniform alignment to the right of way line as possible. Trenching machine or backhoe may be used. A backhoe will be required if a uniform alignment can't be maintained by use of a trenching machine.

3. SAFETY CLEAR ZONE DISTANCES - Minimum clear zone distances required for trench excavations and bore pit locations are as follows:

For UNCURBED Highways

A. Thirty (30) ft. from the edge of pavement (traveled lane) of high-speed (more than 40 mph), high volume (more than 750 vehicles per day) highways.
B. Sixteen (16) ft* from edge of pavement of high-speed, low volume (less than 750 vehicles per day) highways.
C. Sixteen (16) ft* from ramps.
D. Ten (10) ft* for low-speed (40 mph or less) highways.
E. Ten (10) ft* for any paved intersections side streets.

* Five (5) ft MINIMUM from edge of any shoulder.

For CURBED Highways

A. Thirty (30) ft from the back of curb for high-speed highways
B. Five (5) ft from the back of curb, plus any additional distance to clear sidewalks, for low-speed highways
C. Five (5) ft from the back of curb for intersecting side street.

Backfill Specifications

1. **GENERAL** - As soon as practical, all portions of the excavation shall be backfilled. Trenches and pits shall be backfilled with the material obtained from the excavation or from other sources. Backfill material will be free from stones of such size as to interfere with compactions; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood or other extraneous material. The TxDOT inspector may reject any material containing more than twenty (20) percent by weight of material retained on a three (3) inch sieve.

   The portion of top soil removed from the original excavation shall be replaced, as nearly as feasible, in its original position.

2. **DEPTH OF LIFTS** - The portion of backfill below the top of pipe shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Backfill above the top of the pipe shall be placed in layers not to exceed ten (10) inches in depth (loose measurement). If the backfill is to support a portion of roadway or embankment, then the material will be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement).

3. **PROCEDURE FOR COMPACTION** - Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil and shall be compacted to that density by means of mechanical tampers or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions that are accessible to such equipment. Water jetting or ponding will not be permitted.

   Special care shall be taken to ensure thorough compaction of material placed under the haunches of the pipe.

   Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment.

4. **RESTORATION OF RIGHT OF WAY** - Prompt replacement of sod, removal of debris, and any other restoration necessary to restore the right of way to a condition equal to that which existed prior to the utility installation will be required. In areas of erosion, the use of stabilized backfill may be required. Should settlement or erosion occur within six (6) months of the utility installation, the utility agency will be required to reshape, reseed, and/or resod the area.

Form 1082 Additional Page 3

- Water Line A: Install approximately 1,172 LF of 24" HDPE water line, 7,002 LF of 20" HDPE, 75 LF of 8" DIP, 36 LF of 12" PVC, 493 LF of 8" PVC, 1,000 LF of 6" PVC and 420 LF of 36" steel casing with carrier pipe and 463 LF of 30" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1793+87 to IH35 Sta 1721+38 and one crossing of Mayhill/State School Road at Sta 20+75.
- Water Line B: Install approximately 1,079 LF of 8" PVC water line and 72 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1750+24 to IH35 Sta 1739+91.
- Water Line C: Install approximately 563 LF of 12" PVC water line, and 629 LF of 24" steel casing with carrier pipe crossing IH 35 at IH 35 Sta 1762+66 and Mayhill/State School Road at Sta 10+87.
- Water Line D: Install approximately 816 LF of 12" PVC water line, 1,672 LF of 8" PVC, 55 LF of 6" PVC and 616 LF of 18" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1832+18 to IH35 Sta 1803+52.
- Water Line E: Install approximately 1,057 LF of 24" HDPE water line, 60 LF of 8" DIP, and 131 LF of 36" steel casing with carrier pipe longitudinal to IH35 from IH35 Sta 1829+23 to IH35 Sta 1817+50.
- Approximately 142 LF of 16" water line 8,387 LF of 14" water line, 2,599 LF of 12" water line, 5,359 LF of 8" water line, 815 LF of 6" water line to be removed.
- Approximately 320 LF of 14" water line, 245 LF of 12" water line, 114 LF of 8" water line, 36 LF of 6" water line to be abandoned by grout fill.

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 100 %

☐ Non-interstate Highway (Calculations attached)

☒ Interstate Highway

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

DP 1/17/2023
Initial Date
TxDOT

Initial 1/19/22 Date
Utility

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "G"
Betterment Calculation and Estimate

☒ Elective Betterment Ratio established: 4.8307 %
(Calculation attached and justification below)

☒ Forced Betterment
(Provide supporting documentation)

☐ Not Applicable

Elective betterment justification statement:
The work required is 100% reimbursable with the exception of the upsize of a portion of 20-inch waterline to 24-inch waterline for Waterline A and all of Waterline E. One other poriton of engineering work that was not reimbursable per this CSJ is work to identify future conflicts with upcoming TXDOT projects.
Please see attached documentation.

Initial 1/17/2023 Date
TxDOT

Initial 12/21/22 Date
Utility

Attachment G: Forced Betterment

Water Comparison HDPE to DIP

The existing 14-inch concrete cylinder water transmission main is in conflict with the State's I-35E widening project and was proposed to be replaced with a 16-inch ductile iron pipe (DIP), as a 14-inch is only available by custom order through manufacturers and per the City's Water Design Criteria manual (Section 3.C.) and City ordinances, a 14-inch water line is non-standard and therefore not allowed. For this reason, the upsizing from a 14-inch to a 16-inch DIP is not considered an elective betterment, but rather a forced betterment.

The City only allows DIP (and will allow HDPE, but not PVC) for this size water transmission line, however the 16-inch DIP is undergoing extremely long lead times (9 plus months). In order to clear TxDOT's requested ready to let date, the City set a short contract duration for this relocation project. To achieve the accelerated schedule, the City allowed contractors to consider either DIP or HDPE pipe when bidding the city's relocation project (see unit price bid sheet). This is a direct benefit to the highway project and should not be considered elective betterment.

HDPE pipe has a thicker wall and smaller inner diameter than the same sized DIP. To achieve the same flow characteristics as a 16-inch DIP, a 20-inch HDPE pipe is required. Additionally, the City has elected to perform a pipe upsize from the required 20-inch HDPE to a 24-inch HDPE due to increased flow demands in the area, The City understands the upsizing from the required 20-inch to 24-inch HDPE is considered an elective betterment and will be responsible for costs associated with this betterment. The below chart shows the difference in pipe inner diameters (ID) between HDPE and DIP.

HDPE Water/Sewer | DIPS

PRESSURE-RATED HDPE PIPE

JM Eagle

DELIVERING GOOD WATER TO YOU

SUBMITTAL AND DATA SHEET

HDPE DUCTILE IRON OUTSIDE DIAMETER PRESSURE PIPE

PIPE SIZE (IN)	AVG O.D. (IN)	DR 7 (335 psi) MIN. T. (IN)	DR 7 (335 psi) AVG I.D. (IN)	DR 7 (335 psi) WGT (LBS/FT)	DR 9 (250 psi) MIN. T. (IN)	DR 9 (250 psi) AVG I.D. (IN)	DR 9 (250 psi) WGT (LBS/FT)	DR 11 (200 psi) MIN. T. (IN)	DR 11 (200 psi) AVG I.D. (IN)	DR 11 (200 psi) WGT (LBS/FT)
4	4.800	0.686	3.346	3.87	0.533	3.670	3.13	0.436	3.876	2.62
6	6.900	0.986	4.868	7.99	0.767	5.274	6.46	0.627	5.571	5.41
8	9.050	1.293	6.309	13.75	1.006	6.917	11.12	0.823	7.305	9.32
10	11.100	1.586	7.738	20.68	1.233	8.486	16.72	1.009	8.961	14.01
12	13.200	1.886	9.202	29.25	1.467	10.090	23.65	1.200	10.656	19.82
14	15.300	2.186	10.666	39.29	1.700	11.696	31.77	1.391	12.351	26.63
16	17.400	2.486	12.130	50.82	1.933	13.302	41.08	1.582	14.046	34.44
18	19.500	2.786	13.594	63.82	2.167	14.906	51.61	1.773	15.741	43.25
20	21.600	3.086	15.058	78.31	2.400	16.512	63.32	1.964	17.436	53.07
24	25.800	N/A	N/A	N/A	2.867	19.722	90.35	2.345	20.829	75.69
30	32.000	N/A	N/A	N/A	N/A	N/A	N/A	2.909	25.833	116.46
36	38.300	N/A	N/A	N/A	N/A	N/A	N/A	3.482	30.918	166.84

Product Standard: ANSI/AWWA C906
ASTM F714, ASTM D3035
Pipe Compound: PPI TR-4 PE 4710,
ASTM D3350 Cell Class 445574 C/E
Certification: ANSI/NSF 61, ANSI/NSF 14*
Additional Option: Perforated (4" – 8")*
Nominal Laying Length: 40/50 feet
(Laying length tolerances are in accordance with AWWA and ASTM standards)
Coil option available upon request for size 6" and below.
Installation: JM Eagle™ HDPE Water/Sewer Installation Guide

Manning Coefficient (n) = 0.009
Hazen-Williams Coefficient (c) = 150

*Supply may vary based on plant location. Please call regarding availability.

Ductile Iron Pipe Inside Diameter Chart

Unlined (UNL), Cement Lined (CL), Double Cement Lined (DCL)

U.S. PIPE
A Forterra Company

Ductile Iron Pipe Inside Diameters for Unlined (UNL), Cement Lined (CL), and Double Cement Lined (DCL)					
		Nominal	Inside Diameters*		
Size	Class	Thickness	UNL	CL	DCL
16"	250	0.30	16.80	16.61	16.43
	300	0.32	16.76	16.57	16.39
	350	0.34	16.72	16.53	16.35
	50	0.34	16.72	16.53	16.35
	51	0.37	16.66	16.47	16.29
	52	0.40	16.60	16.41	16.23
	53	0.43	16.54	16.35	16.17
	54	0.46	16.48	16.29	16.11
	55	0.49	16.42	16.23	16.05
	56	0.52	16.36	16.17	15.99
20"	250	0.33	20.94	20.75	20.57
	300	0.36	20.88	20.69	20.51
	350	0.38	20.84	20.65	20.47
	50	0.36	20.88	20.69	20.51
	51	0.39	20.82	20.63	20.45
	52	0.42	20.76	20.57	20.39
	53	0.45	20.70	20.51	20.33
	54	0.48	20.64	20.45	20.27
	55	0.51	20.58	20.39	20.21
	56	0.54	20.52	20.33	20.15

Attachment G- Elective Betterment

City of Denton **Reimbursable Cost Estimate**

Client:	**City of Denton**	**Date:**	**9/16/2022**
Project:	**IH35E Mayhill from Loop 288 to Post Oak - Utility Relocations**	**Prepared By:**	**CPI**
KHA No.:	**061024039**	**Checked By:**	**JRA**

Title: **Water Line "A" and "E" Betterment**
Upsizing Water Line Relocation from 20" to 24"

24" Water Line A (Betterment) (HDPE has an ID of 20")

Item Description	Unit	Quantity	Actual Unit Cost	Total
3314.226 - 24" HDPE Pressure Pipe, Water	LF	1,172	$600	$703,200
3305.031 - 36" Casing by Other Than Open Cut	LF	366	$1,200	$439,200
3305.025 - 36" Casing by Open Cut	LF	54	$600	$32,400
3305.111 - 24" HDPE Water Carrier Pipe	LF	420	$220	$92,400
3314.331 - 20" Gate Valve	EA	1	$45,000	$45,000
Total				$1,312,200

20" Water Line A (Base Relocation) (HDPE has an ID of 16")

Item Description	Unit	Quantity	Estimated Unit Cost	Total
3314.222 - 20" HDPE Pressure Pipe, Water	LF	1,172	$375	$439,500
3305.030 - 30" Casing Pipe by Other Than Open Cut	LF	366	$960	$351,360
3305.024 - 30" Casing by Open Cut	LF	54	$500	$27,000
3305.110 - 20" HDPE Water Carrier Pipe	LF	420	$180	$75,600
3314.330 - 16" Gate Valve	EA	1	$8,000	$8,000
Total				$901,460

24" Water Line A (Betterment) (HDPE has an ID of 20")	$1,312,200
20" Water Line A (Base Relocation) (HDPE has an ID of 16")	$901,460
Total Betterment Amount for WL A	**$410,740**

24" Water Line E (Betterment) (HDPE has an ID of 20")

Item Description	Unit	Quantity	Actual Unit Cost	Total
3314.226 - 24" HDPE Pressure Pipe, Water	LF	1,057	$600	$634,200
3305.031 - 36" Casing by Other Than Open Cut	LF	44	$1,200	$52,800
3305.025 - 36" Casing by Open Cut	LF	87	$600	$52,200
3305.111 - 24" HDPE Water Carrier Pipe	LF	131	$220	$28,820
3314.331 - 20" Gate Valve	EA	2	$45,000	$90,000
Total				$858,020

20" Water Line E (Base Relocation) (HDPE has an ID of 16")

Item Description	Unit	Quantity	Estimated Unit Cost	Total
3314.222 - 20" HDPE Pressure Pipe, Water	LF	1,057	$375	$396,375
3305.030 - 30" Casing Pipe by Other Than Open Cut	LF	44	$960	$42,240
3305.024 - 30" Casing by Open Cut	LF	87	$500	$43,500
3305.110 - 20" HDPE Water Carrier Pipe	LF	131	$180	$23,580
3314.330 - 16" Gate Valve	EA	2	$8,000	$16,000
Total				$521,695

24" Water Line E (Betterment) (HDPE has an ID of 20")	$858,020
20" Water Line E (Base Relocation) (HDPE has an ID of 16")	$521,695
Total Betterment Amount for WL E	**$336,325**

Total Water Line Betterment Amount	**$747,065**
Engineering for I-35 Conflict Analysis (non-reimbursable under this contract):	**$35,000**
The total estimated cost of the project INCLUDING BETTERMENT	**$16,189,482.25**
The total estimated cost of the project NOT including BETTERMENT	**$15,407,417.25**
Betterment Ratio:	**4.8307%**

DocuSign Envelope ID: 2EA4287C-C897-4DE0-AEDE-2CE304415DCB

Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☒ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

US DP

1/17/2023
Date
TxDOT

Initial
12/7/22
Date
Utility

35.21.4. - Easement Requirements.

All utilities in a development shall be provided in street rights-of-way except for special circumstances approved by the Development Review Committee. In such cases, the following standards shall prevail:

A. All utility easements shall be a minimum of sixteen (16) feet unless special circumstances warrant additional or reduced easements which can be approved by the Development Review Committee. The general criteria to define minimum easement widths are listed below:

Type of Development	Easement Size
Individual water or sewer lines up to 24" in diameter	16 ft
Individual water or sewer lines greater than 24"	20 ft
Water and sewer lines up to 24" in the same easement	20 ft
Water and sewer lines greater than 24" in the same easement	25 ft
Easements along TxDOT rights-of-way	20 ft

B. Lot lines will not split easements.

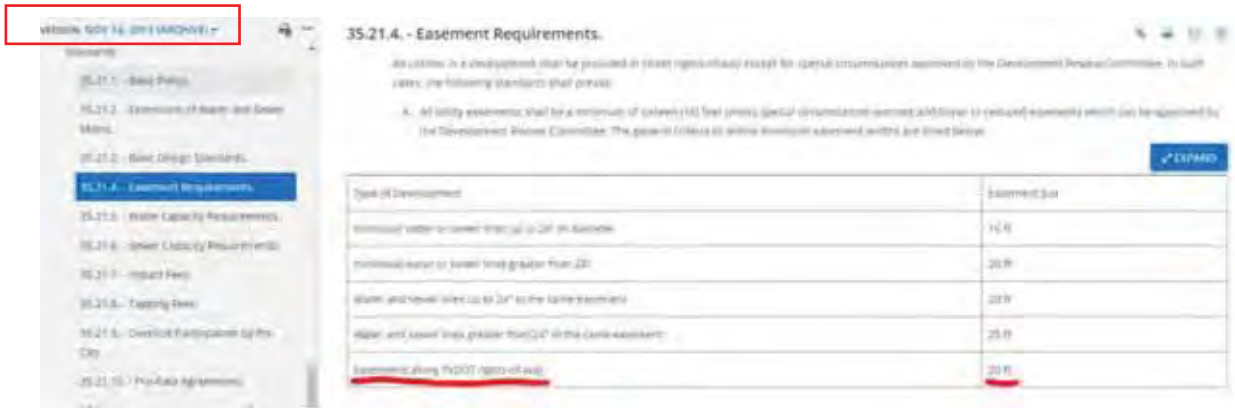
C. Dead-end easements are not acceptable unless approved for special circumstances by the Development Review Committee.

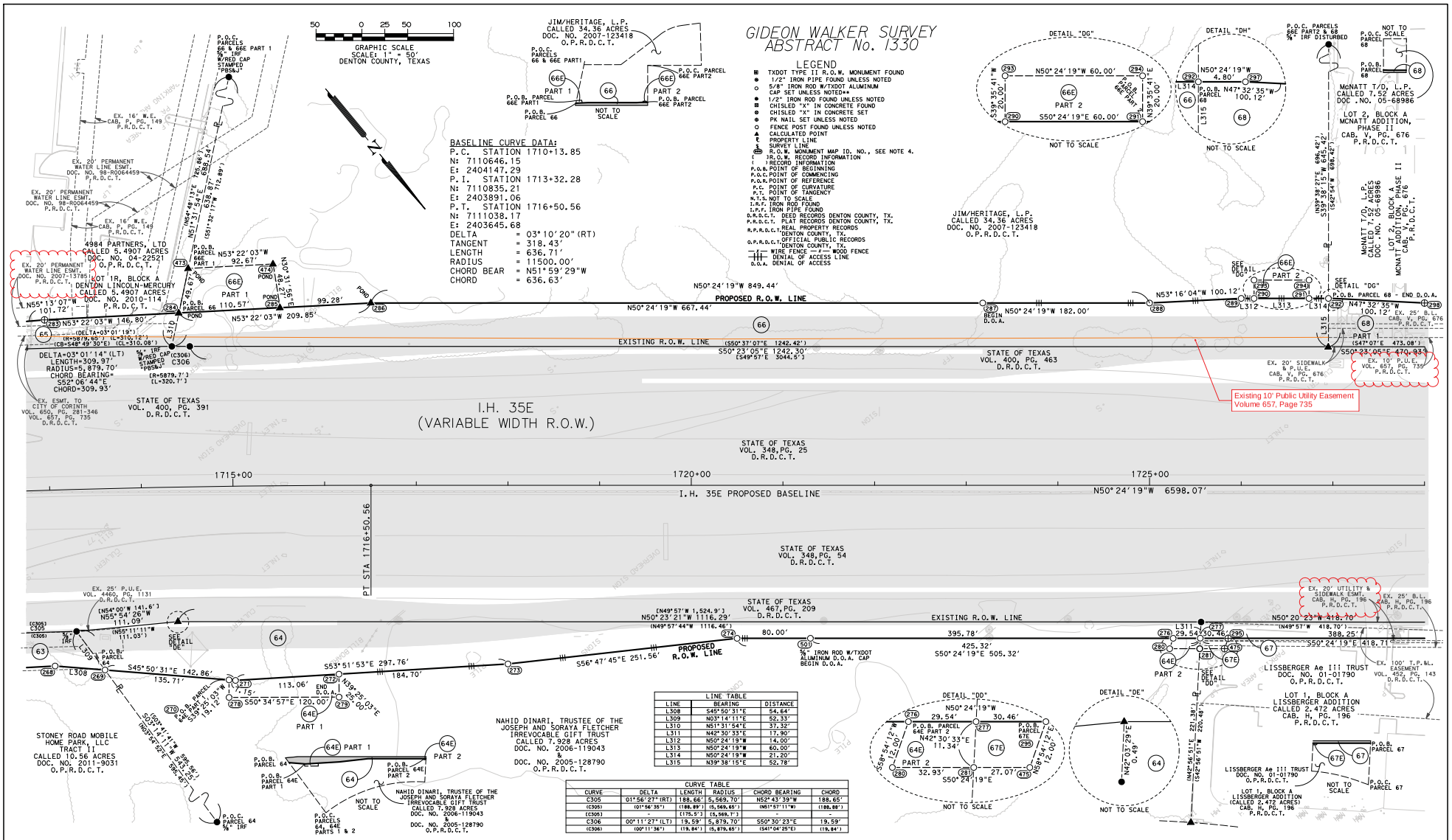
D. Fences within utility easements are prohibited.

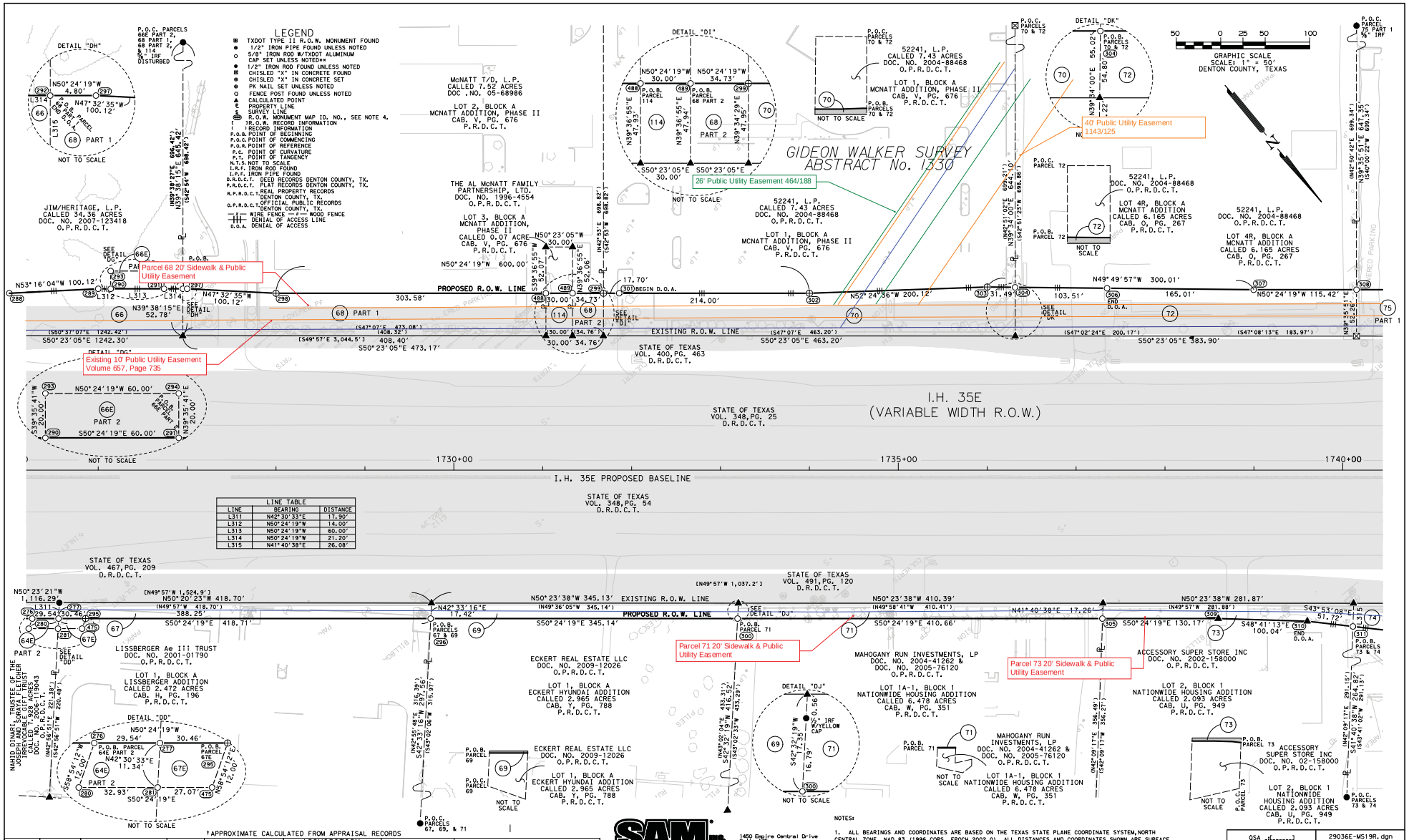
1. No fences will be allowed to be built that cross dedicated utility easements.
2. Any existing fence that crosses dedicated utility easements that conflict with the purpose and intent of the easement may be removed by the City at any time.
3. The City is under no obligation to repair or replace any fence that is damaged or removed that encroaches within a dedicated easement for the purposes of operating, maintaining, replacing or installing water or sewer facilities within the dedicated easement.

E. Employees of the City shall have the authority to enter premises at any reasonable time in the regular line of duty for the purpose of inspecting, repairing or constructing any water, electric or sewer line or any water or electric meter, etc. The landowner and occupant are responsible for any construction activities occurring over

or within any on-site utility in a utility easement. If utility inspection or repair or reconstruction is necessary, any pavement, structure or improvement damaged within a dedicated utility easement, shall not be the responsibility of the City for any repairs, but shall be the sole responsibility of the owner. The landowner assumes responsibility for any and all improvements placed within a utility easement at their own risk. Additionally, the provisions of this section do not permit or supercede the limits and restrictions prescribed by the conditions of any existing utility easement for allowing improvements to be place within utility easements.




GIDEON WALKER SURVEY
ABSTRACT No. 1330
GRAPHIC SCALE
SCALE: 1" = 50'
DENTON COUNTY, TEXAS
LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID, NO., SEE NOTE 4.
TXDOT R.O.W. RECORD INFORMATION
RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
BASELINE CURVE DATA:
P.C. STATION 1710+13.85
N: 7110646.15
E: 2404147.29
P.I. STATION 1713+32.28
N: 7110835.21
E: 2403891.06
P.T. STATION 1716+50.56
N: 7111038.17
E: 2403645.68
DELTA = 03°10'20" (RT)
TANGENT = 318.43'
LENGTH = 636.71'
RADIUS = 11500.00'
CHORD BEAR = N51°59'29"W
CHORD = 636.63'
4984 PARTNERS, LTD
CALLED 5.4907 ACRES
DOC. NO. 04-22521
O.P.R.D.C.T.
LOT 1R, BLOCK A
DENTON LINCOLN-MERCURY
CALLED 5.4907 ACRES
DOC. NO. 2010-114
P.R.D.C.T.
JIM/HERITAGE, L.P.
CALLED 34.36 ACRES
DOC. NO. 2007-123418
O.P.R.D.C.T.
McNATT T/D, L.P.
CALLED 7.52 ACRES
DOC. NO. 05-68986
LOT 2, BLOCK A
McNATT ADDITION, PHASE II
CAB. V, PG. 676
P.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 391
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 463
D.R.D.C.T.
STATE OF TEXAS
VOL. 348, PG. 25
D.R.D.C.T.
STATE OF TEXAS
VOL. 348, PG. 54
D.R.D.C.T.
STATE OF TEXAS
VOL. 467, PG. 209
D.R.D.C.T.
I.H. 35E
(VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
PT STA 1716+50.56
1715+00
1720+00
1725+00
N50°24'19"W 6598.07'
N50°24'19"W 849.44'
N50°24'19"W 667.44'
N50°24'19"W 182.00'
N53°16'04"W 100.12'
S50°23'05"E 470.93'
S50°24'19"E 418.71'
S50°24'19"E 505.32'
S50°24'19"E 395.78'
N50°23'21"W 1116.29'
S56°47'45"E 251.56'
S53°51'53"E 297.76'
S45°50'31"E 142.86'
N53°22'03"W 209.85'
N53°22'03"W 146.80'
N55°13'07"W 101.72'
DELTA=03°01'14" (LT)
LENGTH=309.97
RADIUS=5,879.70'
CHORD BEARING=
S52°06'44"E
CHORD=309.93'
Existing 10' Public Utility Easement
Volume 657, Page 735
STONEY ROAD MOBILE HOME PARK, LLC
TRACT II
CALLED 10.56 ACRES
DOC. NO. 2011-9031
O.P.R.D.C.T.
NAHID DINARI, TRUSTEE OF THE JOSEPH AND SORAYA FLETCHER IRREVOCABLE GIFT TRUST
CALLED 7.928 ACRES
DOC. NO. 2006-119043
&
DOC. NO. 2005-128790
O.P.R.D.C.T.
LISSBERGER Ae III TRUST
DOC. NO. 01-01790
O.P.R.D.C.T.
LOT 1, BLOCK A
LISSBERGER ADDITION
CALLED 2.472 ACRES
CAB. H, PG. 196
P.R.D.C.T.
LOT 1, BLOCK A
LISSBERGER ADDITION
(CALLED 2.472 ACRES)
CAB. H, PG. 196
P.R.D.C.T.
DETAIL "DD"
DETAIL "DE"
DETAIL "DG"
DETAIL "DH"
NOT TO SCALE
LINE TABLE
LINE | BEARING | DISTANCE
L308 | S45°50'31"E | 54.64'
L309 | N03°14'11"E | 52.33'
L310 | N51°31'54"E | 37.32'
L311 | N42°30'33"E | 17.90'
L312 | N50°24'19"W | 14.00'
L313 | N50°24'19"W | 60.00'
L314 | N50°24'19"W | 21.20'
L315 | N39°38'15"E | 52.78'
CURVE TABLE
CURVE | DELTA | LENGTH | RADIUS | CHORD BEARING | CHORD
C305 | 01°56'27" (RT) | 188.66' | 5,569.70' | N52°43'39"W | 188.65'
(C305) | (01°56'35") | (188.89') | (5,569.65') | (N51°57'11"W) | (188.88')
(C305) | -- | (175.5') | (5,569.7') | | |
C306 | 00°11'27" (LT) | 19.59' | 5,879.70' | S50°30'23"E | 19.59'
(C306) | (00°11'36") | (19.84') | (5,879.65') | (S41°04'25"E) | (19.84')
PARCEL NO. | DEED ACREAGE | PROPERTY OWNER | TYPE OF CONV. | CONVEYANCE DOCUMENT NO. | ACQUISITION PROP. ℄ STATIONS FROM | TO | ACQUIRED SQ FT (ACRES) | APPROXIMATE REMAINDER LEFT | RIGHT
64E PART1 | 7.928 | NAHID DINARI, TRUSTEE OF THE JOSEPH AND SORAYA FLETCHER IRREVOCABLE GIFT TRUST | | | 1714+92.54 | 1716+15.00 | 2,591 SQ FT (0.059 AC) | | 7.869
64E PART2 | 7.928 | NAHID DINARI, TRUSTEE OF THE JOSEPH AND SORAYA FLETCHER IRREVOCABLE GIFT TRUST | | | 1725+21.81 | 1725+55.32 | 354 SQ FT (0.008 AC) | | 7.920
65 | 5.4907 | 4984 PARTNERS, LTD. | | | 1710+44.47 | 1714+44.38 | 11,841 SQ FT (0.272 AC) | 5.219 |
66 | 34.36 | JIM/HERITAGE, L.P. | | | 1714+44.38 | 1726+95.20 | 59,367 SQ FT (1.363 AC) | 32,997 |
66E PART1 | 34.36 | JIM/HERITAGE, L.P. | | | 1714+44.38 | 1715+53.05 | 4,878 SQ FT (0.112 AC) | 34,248 |
66E PART2 | 34.36 | JIM/HERITAGE, L.P. | | | 1726+14.00 | 1726+74.00 | 1,200 SQ FT (0.028 AC) | 34,332 |
67 | 2.472 | LISSBERGER Ae III TRUST | | | 1725+55.32 | 1729+74.03 | 7,385 SQ FT (0.170 AC) | | 2.302
67E | 2.472 | LISSBERGER Ae III TRUST | | | 1725+54.74 | 1725+85.78 | 326 SQ FT (0.007 AC) | | 2.465
†APPROXIMATE CALCULATED FROM APPRAISAL RECORDS
SAM, LLC
SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive
Suite 175
Dallas, Texas 75247
(214) 631-7888
Fax (214) 631-7103
REVISIONS
07/18/2012 REVISE D.O.A. LINES
NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.
RIGHT OF WAY WIDENING PROJECT
QSA -x(_____)
29036E-MS18R.dgn
RF - ----------
FED.RD. DIV.NO.
FEDERAL AID PROJECT NO.
SHEET NO.
18
STATE | DIST. | COUNTY
TEXAS | 18 | DENTON
CONT. | SECT. | JOB | HIGHWAY NO.
0196 | 01 | 100 | IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L311	N42°30'33"E	17.90'
L312	N50°24'19"W	14.00'
L313	N50°24'19"W	60.00'
L314	N50°24'19"W	21.20'
L315	N41°40'38"E	26.08'

† APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
68 PART 1	7.52	McNATT T/D, L.P.			1726+95.20	1731+03.58	19,816 SQ FT (0.455 AC)	7.027	
68 PART 2	7.52	McNATT T/D, L.P.			1731+33.58	1731+68.30	1,666 SQ FT (0.038 AC)		
114	0.07	THE AL McNATT FAMILY PARTNERSHIP, LTD.			1731+03.58	1731+33.58	1,438 SQ FT (0.033 AC)	0.037	
69	2.965	ECKERT REAL ESTATE LLC			1729+74.03	1733+19.17	5,992 SQ FT (0.138 AC)		2.827
70	7.43	52241, L.P.			1731+68.30	1736+31.49	23,164 SQ FT (0.532 AC)	6.898	
71	6.478	MAHOGANY RUN INVESTMENTS, LP			1733+19.17	1737+29.83	7,097 SQ FT (0.163 AC)		6.315
72	6.165	52241, L.P.			1736+31.49	1740+15.42	20,396 SQ FT (0.468 AC)	5.697	
73	2.093	ACCESSORY SUPER STORE INC			1737+29.83	1740+11.38	5,310 SQ FT (0.122 AC)		1.971

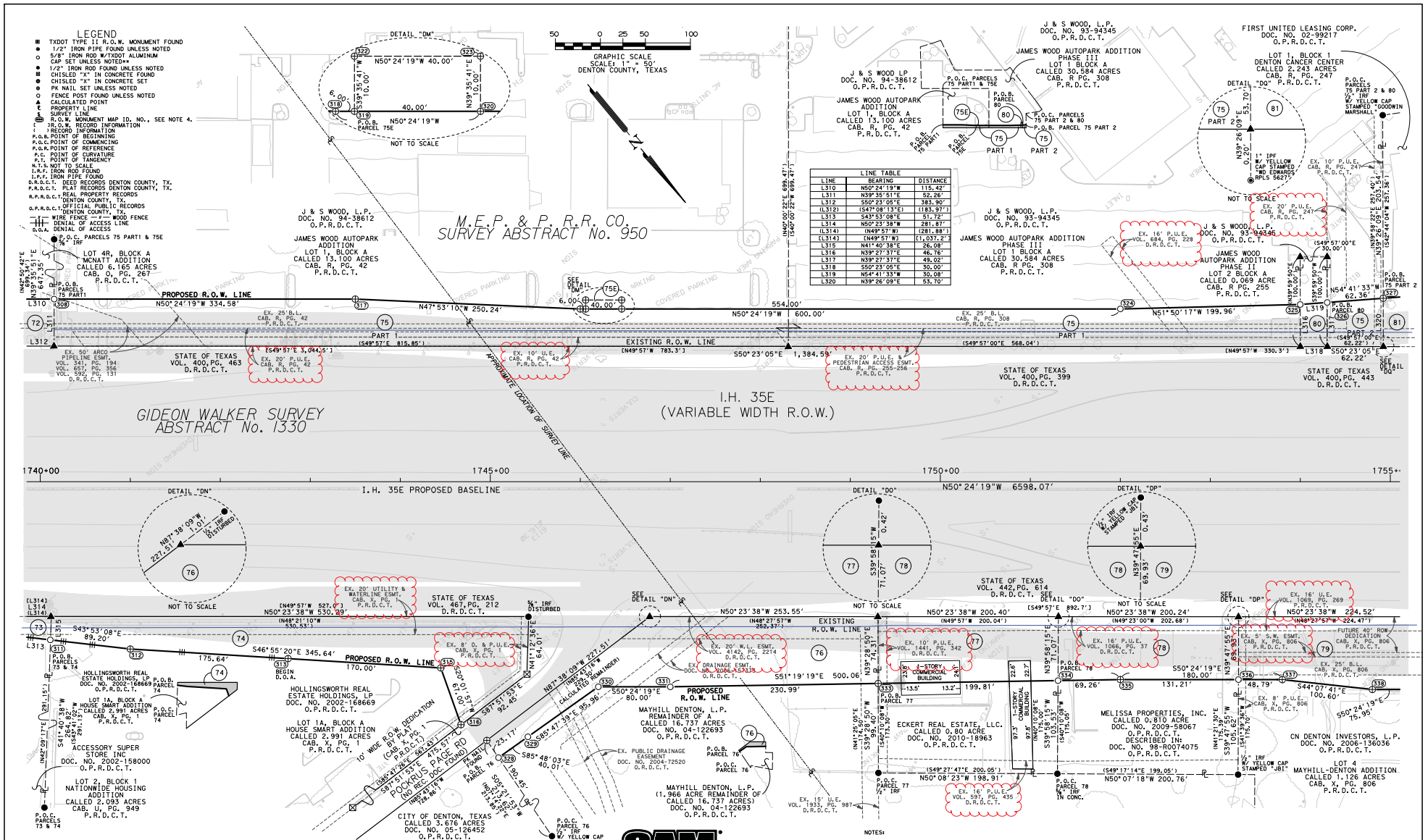
SAM, LLC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax (214) 631-7103

REVISIONS
07/18/2012 REVISE D.O.A. LINES

NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -#_____-		29036E-MS19R.dgn	
RF - ----------			
FED.RD. DIV.RD.	FEDERAL AID PROJECT NO.		SHEET NO.
			19
STATE	DIST.	COUNTY	
TEXAS	18	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



†APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
74	3.086	HOLLINGSWORTH REAL ESTATE HOLDINGS, LP			1740+11.38	1744+67.43	27,641 SQ FT (0.635 AC)	-	2,451
75 PART 1	43.684	J & S WOOD, L.P.			1740+15.42	1753+99.90	63,025 SQ FT (1.447 AC)	-	-
75 PART 2	43.684	J & S WOOD, L.P.			1754+29.89	1754+92.08	3,195 SQ FT (0.073 AC)	42.164	-
75E	43.684	J & S WOOD, L.P.			1746+06.00	1746+46.00	400 SQ FT (0.009 AC)	43.675	-
76	1.966	MAYHILL DENTON, L.P.			1745+09.15	1749+30.97	26,302 SQ FT (0.604 AC)	-	1,362
77	0.80	ECKERT REAL ESTATE, LLC.			1749+30.97	1751+30.75	14,544 SQ FT (0.334 AC)	-	0.466
78	0.810	MELISSA PROPERTIES, INC.			1751+30.75	1753+31.21	14,051 SQ FT (0.323 AC)	-	0.487
79	1.126	CN DENTON INVESTORS, L.P.			1753+31.21	1755+55.95	17,088 SQ FT (0.392 AC)	-	0.734
80	0.069	J & S WOOD, L.P.			1753+99.90	1754+29.89	1,437 SQ FT (0.033 AC)	0.036	-

SAM inc. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax: (214) 631-7103

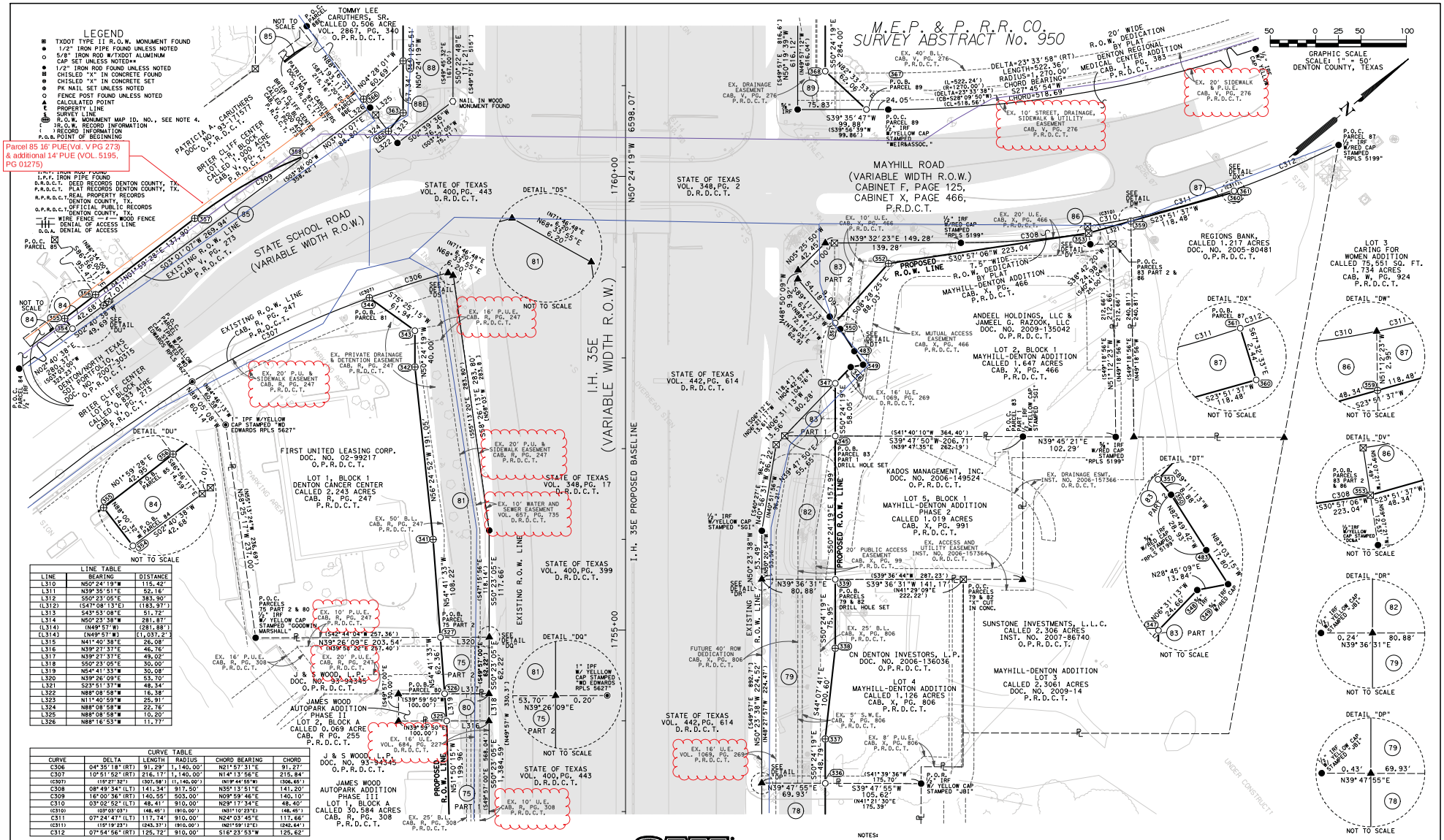
REVISIONS
07/18/2012 REVISE D.O.A. LINES

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -#_____	29036E-MS20R.dgn	
RF -		
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO. 20
STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L310	N50°24'19"W	115.42'
L311	N39°35'51"E	62.16'
L312	S50°23'05"E	383.90'
(L312)	(S47°08'13"E)	(183.97')
L313	S43°53'08"E	51.72'
L314	N50°23'38"W	281.87'
(L314)	(N49°57'W)	(281.88')
(L314)	(N49°57'W)	(1,037.2')
L315	N41°40'38"E	26.08'
L316	N39°27'37"E	46.76'
L317	N39°27'37"E	49.02'
L318	S50°23'05"E	30.00'
L319	N54°41'33"W	30.08'
L320	N39°26'09"E	53.70'
L321	S23°51'37"W	48.34'
L322	N88°08'58"W	16.38'
L323	N11°40'59"W	25.91'
L324	N88°08'58"W	22.76'
L325	N88°08'58"W	10.20'
L326	N88°16'53"W	11.77'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C306	04°35'18"(RT)	91.29'	1,140.00'	N21°57'31"E	91.27'
C307	10°51'52"(RT)	216.17'	1,140.00'	N14°13'56"E	215.84'
(C307)	(10°27'32")	(207.58')	(1,140.00')	(N19°44'55"W)	(206.65')
C308	08°49'34"(LT)	141.34'	917.50'	N35°13'51"E	141.20'
C309	16°00'36"(RT)	140.55'	503.00'	N09°59'46"E	140.10'
C310	03°02'52"(LT)	48.41'	910.00'	N29°17'34"E	48.40'
(C310)	(03°03'03")	(48.45')	(910.00')	(N31°10'23"E)	(48.45')
C311	07°24'47"(LT)	117.74'	910.00'	N24°03'45"E	117.66'
(C311)	(15°19'23")	(243.37')	(910.00')	(N21°59'12"E)	(242.64')
C312	07°54'56"(RT)	125.72'	910.00'	S16°23'53"W	125.62'

† APPRAISAL CALCULATED FROM RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
81	2.243	FIRST UNITED LEASING CORP.			1754+92.08	1758+66.25	23,836 SQ FT (0.547 AC)	1,696	-
82	1.019	KADOS MANAGEMENT, INC.			1755+55.95	1757+13.95	11,835 SQ FT (0.272 AC)	-	0.747
83 PART 1	1.647	ANDEEL HOLDINGS, LLC & JAMEEL G. RAZOOK, LLC			1757+13.95	1757+72.00	1,615 SQ FT (0.037 AC)		1.444
83 PART 2	1.647	ANDEEL HOLDINGS, LLC & JAMEEL G. RAZOOK, LLC			1758+38.55	1759+37.56	7,250 SQ FT (0.166 AC)	-	-
83AC	1.647	ANDEEL HOLDINGS, LLC & JAMEEL G. RAZOOK, LLC			1757+72.00	1758+38.55		-	-
84	0.833	DENTON/NORTH TEXAS DEVELOPMENT PORTFOLIO, LTD			1758+32.23	1758+69.58	614 SQ FT (0.014 AC)	0.819	-
85	1.000	BRIER CLIFF CENTER			1758+69.58	1760+22.93	3,818 SQ FT (0.088 AC)	0.912	-
86	2.306	SUNSTONE INVESTMENTS, L.L.C.			1759+37.56	1759+50.67	240 SQ FT (0.006 AC)	-	2.300
87	1.217	REGIONS BANK			1759+50.67	1759+85.13	163 SQ FT (0.004 AC)	-	1.213
88E	0.506	TOMMY LEE CARUTHERS, SR.			1760+49.78	1761+27.34	1,813 SQ FT (0.042 AC)	0.464	-

SAM, LLC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax (214) 631-7103

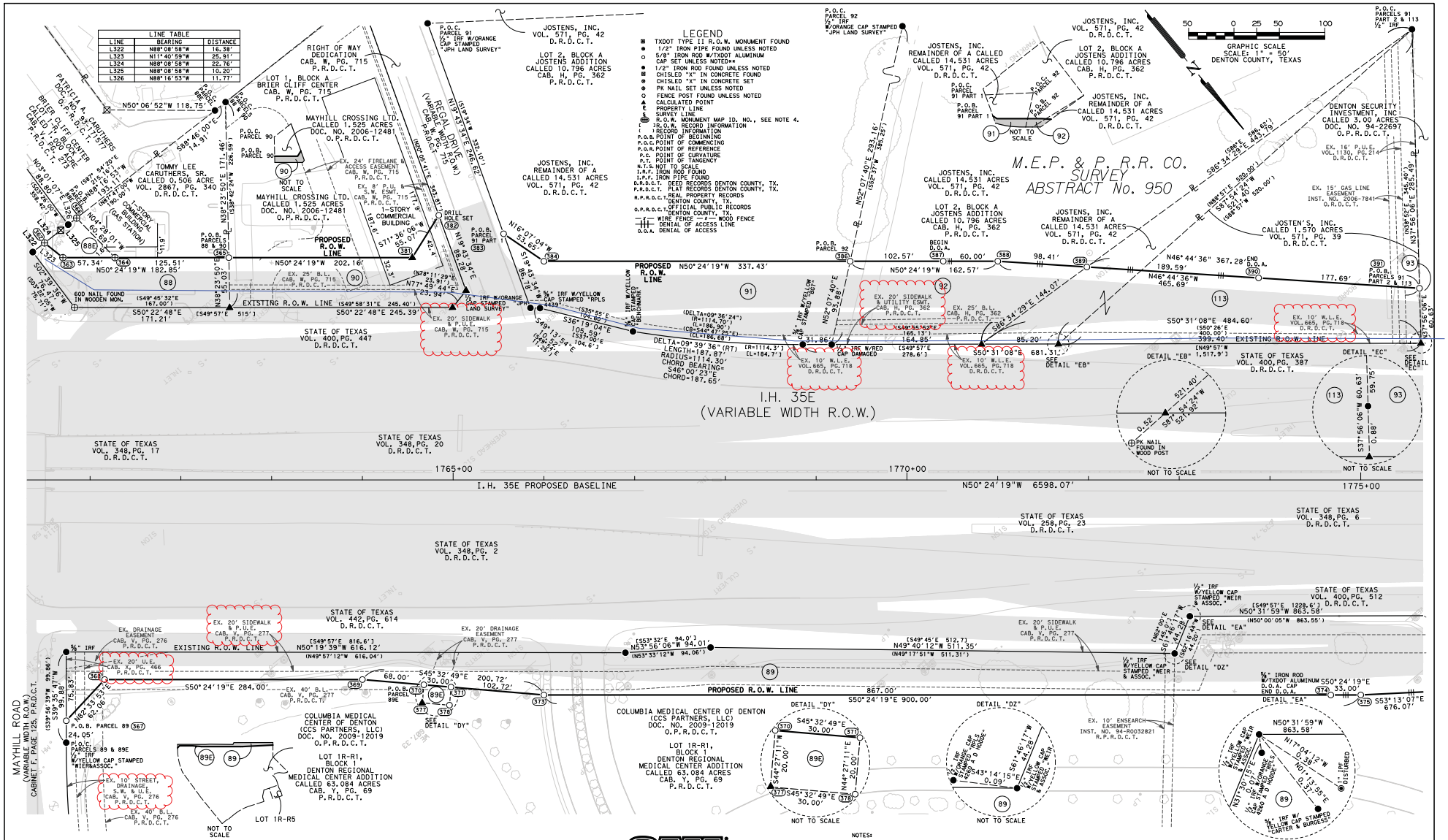
REVISIONS
07/18/2012 REVISE D.O.A. LINES

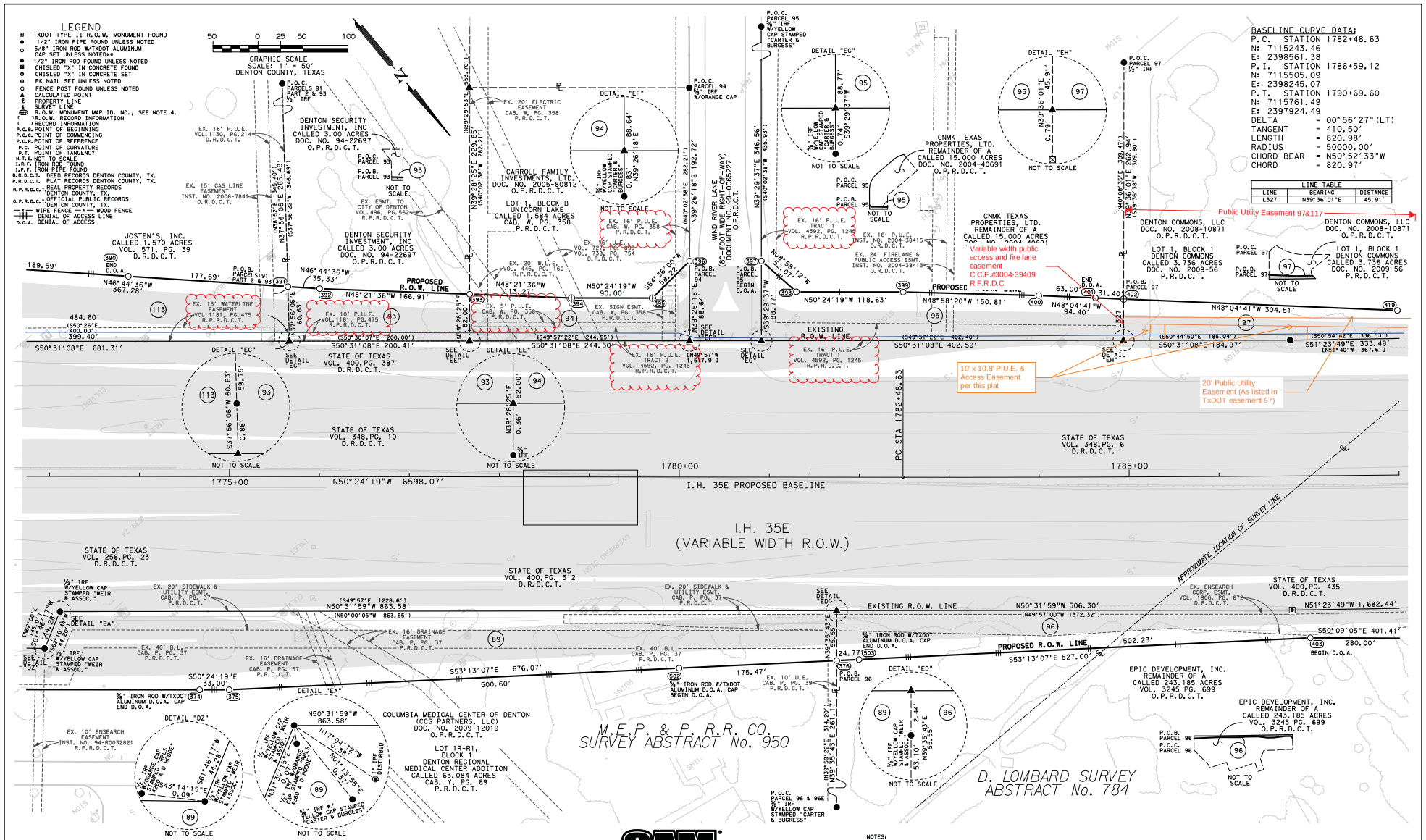
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -[_____]	29036E-MS21R.dgn	
RF - [_____]		
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO. 21
STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E


LINE TABLE
LINE | BEARING | DISTANCE
L322 | N88°08'58"W | 16.38'
L323 | N11°40'59"W | 25.91'
L324 | N88°08'58"W | 22.76'
L325 | N88°08'58"W | 10.20'
L326 | N88°16'53"W | 11.77'
LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED*M
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
IRO.N. RECORD INFORMATION
( ) RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE
WOOD FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
GRAPHIC SCALE
SCALE: 1" = 50'
DENTON COUNTY, TEXAS
M.E.P. & P.R.R. CO. SURVEY
ABSTRACT No. 950
I.H. 35E
(VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
MAYHILL ROAD
(VARIABLE WIDTH R.O.W.)
CABINET F, PAGE 125, P.R.D.C.T.
TOMMY LEE CARUTHERS, SR. CALLED 0.506 ACRE VOL. 2867, PG. 340 D.R.D.C.T.
PATRICIA A. CARUTHERS CALLED 0.506 ACRE VOL. 2867, PG. 340 D.R.D.C.T.
BRIER CLIFF CENTER CAB. W, PG. 715 P.R.D.C.T.
LOT 1, BLOCK A BRIER CLIFF CENTER CAB. W, PG. 715 P.R.D.C.T.
RIGHT OF WAY DEDICATION CAB. W, PG. 715 P.R.D.C.T.
MAYHILL CROSSING LTD. CALLED 1.525 ACRES DOC. NO. 2006-12481 O.P.R.D.C.T.
MAYHILL CROSSING LTD. CALLED 1.525 ACRES DOC. NO. 2006-12481 O.P.R.D.C.T.
REGAL WOOD DRIVE (VARIABLE WIDTH R.O.W.) CAB. W, PG. 715 P.R.D.C.T.
JOSTENS, INC. VOL. 571, PG. 42 D.R.D.C.T.
LOT 2, BLOCK A JOSTENS ADDITION CALLED 10.796 ACRES CAB. H, PG. 362 P.R.D.C.T.
JOSTENS, INC. REMAINDER OF A CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTENS, INC. REMAINDER OF A CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTENS, INC. CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTENS, INC. REMAINDER OF A CALLED 14.531 ACRES VOL. 571, PG. 42 D.R.D.C.T.
JOSTEN'S, INC. CALLED 1.570 ACRES VOL. 571, PG. 39 D.R.D.C.T.
DENTON SECURITY INVESTMENT, INC. CALLED 3.00 ACRES DOC. NO. 94-22697 O.P.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 447 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 17 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 20 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 2 D.R.D.C.T.
STATE OF TEXAS VOL. 442,PG. 614 D.R.D.C.T.
STATE OF TEXAS VOL. 258,PG. 23 D.R.D.C.T.
STATE OF TEXAS VOL. 348,PG. 6 D.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 512 D.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 387 D.R.D.C.T.
COLUMBIA MEDICAL CENTER OF DENTON (CCS PARTNERS, LLC) DOC. NO. 2009-12019 O.P.R.D.C.T.
LOT 1R-R1, BLOCK 1 DENTON REGIONAL MEDICAL CENTER ADDITION CALLED 63.084 ACRES CAB. Y, PG. 69 P.R.D.C.T.
LOT 1R-R5
NOT TO SCALE
DETAIL "DY"
DETAIL "DZ"
DETAIL "EA"
DETAIL "EB"
DETAIL "EC"
EX. 20' SIDEWALK & P.U.E. CAB. W, PG. 715 P.R.D.C.T.
EX. 24' FIRELANE W ACCESS EASEMENT CAB. W, PG. 715 P.R.D.C.T.
EX. 8' P.U. & S.W. ESMT. CAB. W, PG. 715 P.R.D.C.T.
EX. 25' B.L. CAB. W, PG. 715 P.R.D.C.T.
EX. 20' SIDEWALK & P.U.E. CAB. W, PG. 715 P.R.D.C.T.
EX. 20' SIDEWALK & P.U.E. CAB. H, PG. 362 P.R.D.C.T.
EX. 25' B.L. CAB. H, PG. 362 P.R.D.C.T.
EX. 10' W.L.E. VOL. 665, PG. 718 D.R.D.C.T.
EX. 15' GAS LINE EASEMENT INST. NO. 2006-7841 O.R.D.C.T.
EX. 16' P.U.E. VOL. 1130, PG. 214 D.R.D.C.T.
EX. DRAINAGE EASEMENT CAB. V, PG. 276 P.R.D.C.T.
EX. 20' U.E. CAB. X, PG. 466 P.R.D.C.T.
EX. 10' STREET, DRAINAGE, S.W. & U.E. CAB. V, PG. 276 P.R.D.C.T.
EX. 40' B.L. CAB. V, PG. 276 P.R.D.C.T.
EX. 20' DRAINAGE EASEMENT CAB. V, PG. 277 P.R.D.C.T.
EX. 40' B.L. CAB. V, PG. 277 P.R.D.C.T.
EX. 20' SIDEWALK & P.U.E. CAB. V, PG. 277 P.R.D.C.T.
EX. 10' ENSEARCH EASEMENT INST. NO. 94-R0032821 R.P.R.D.C.T.
PROPOSED R.O.W. LINE
PROPOSED R.O.W. MONUMENT
DRILL HOLE SET
1/2" IRF W/ORANGE CAP STAMPED "JPH LAND SURVEY"
1/2" IRF W/RED CAP DAMAGED
1/2" IRF W/YELLOW CAP STAMPED "RPLS 5439"
1/2" IRF W/YELLOW CAP STAMPED "CARTER & BURGESS"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."
5/8" IRF W/YELLOW CAP STAMPED "WIER&ASSOC."
5/8" IRF W/ORANGE CAP STAMPED "JPH LAND SURVEY"
1/2" IRF W/ORANGE CAP STAMPED "JPH LAND SURVEY"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."
PK NAIL FOUND IN WOOD POST
60D NAIL FOUND IN WOODEN MON.
1/2" IRF W/YELLOW CAP STAMPED "RPLS 5439"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."
5/8" IRON ROD W/TXDOT ALUMINUM CAP STAMPED "CARTER & BURGESS"
1/2" IRF W/YELLOW CAP STAMPED "WEIR & ASSOC."



† APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
93	3.00	DENTON SECURITY INVESTMENT, INC			1775+64.74	1777+66.80	11,243 SQ FT (0.258 AC)	2,742	
94	1.584	UNICORN LAKE, LTD.			1777+66.80	1780+11.17	12,744 SQ FT (0.293 AC)	1,291	
95	4.759 †	CNMK TEXAS PROPERTIES, LTD.			1780+90.96	1784+94.69	21,558 SQ FT (0.495 AC)	4,264	
96	34.057 †	EPIC DEVELOPMENT, INC.			1781+75.26	1803+61.86	89,013 SQ FT (2.043 AC)		32,014
97	3.736	DENTON COMMONS, LLC			1784+94.69	1789+81.54	18,236 SQ FT (0.419 AC)	3,317	

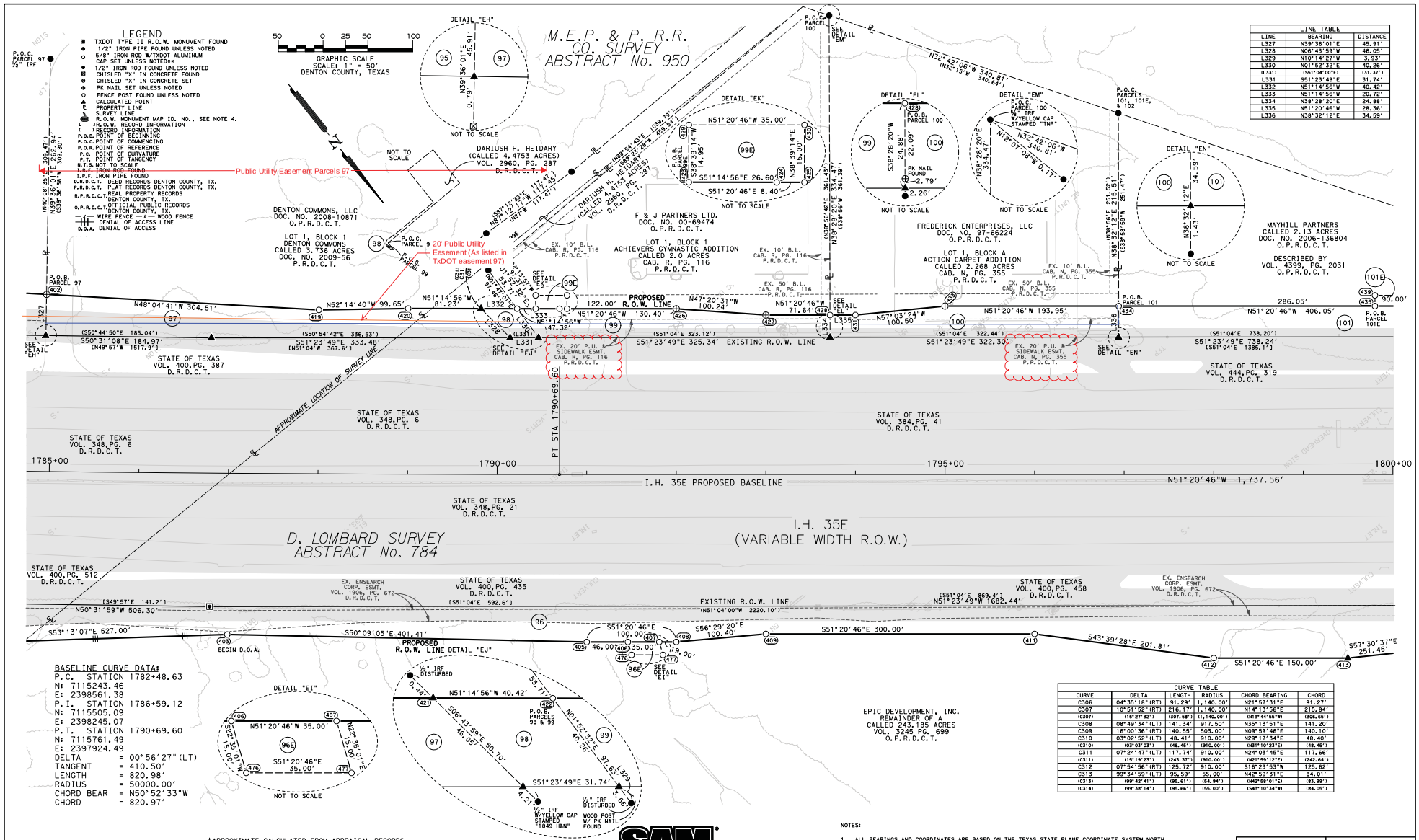
SAM, LLC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax (214) 631-7103

REVISIONS
07/18/2012 REVISE D.O.A. LINES

NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -[_____]		29036E-MS23R.dgn	
RF -			
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO. 23
STATE	DIST.	COUNTY	
TEXAS	18	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L327	N39° 36' 01"E	45.91'
L328	N06° 43' 59"W	46.05'
L329	N10° 14' 27"W	5.93'
L330	N01° 52' 32"E	40.26'
(L331)	(S51° 04' 00"E)	(31.37')
L331	S51° 23' 49"E	31.74'
L332	N51° 14' 56"W	40.42'
L333	N51° 14' 56"W	20.72'
L334	N38° 28' 20"E	24.88'
L335	N51° 20' 46"W	28.36'
L336	N38° 32' 12"E	34.59'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C306	04° 35' 18" (RT)	91.29'	1,140.00'	N21° 57' 31"E	91.27'
C307	10° 51' 52" (RT)	216.17'	1,140.00'	N14° 13' 56"E	215.84'
(C307)	(15° 27' 32")	(307.58')	(1,140.00')	(N19° 44' 55"W)	(306.65')
C308	08° 49' 34" (LT)	141.34'	917.50'	N35° 13' 51"E	141.20'
C309	16° 00' 36" (RT)	140.55'	503.00'	N09° 59' 46"E	140.10'
C310	03° 02' 52" (LT)	48.41'	910.00'	N29° 17' 34"E	48.40'
(C310)	(03° 03' 03")	(48.45')	(910.00')	(N31° 10' 23"E)	(48.45')
C311	07° 24' 47" (LT)	117.74'	910.00'	N24° 03' 45"E	117.66'
(C311)	(15° 19' 23")	(243.37')	(910.00')	(N21° 59' 12"E)	(242.64')
C312	07° 54' 56" (RT)	125.72'	910.00'	S16° 23' 53"W	125.62'
C313	99° 34' 59" (LT)	95.59'	55.00'	N42° 59' 31"E	84.01'
(C313)	(99° 42' 41")	(95.61')	(54.94')	(N42° 58' 01"E)	(83.99')
(C314)	(99° 38' 14")	(95.66')	(55.00')	(S43° 10' 34"W)	(84.05')

† APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
96E	34.057 †	EPIC DEVELOPMENT, INC.			1791+46.00	1791+85.15	504 SQ FT (0.012 AC)		34.045
98	4.4753	DARIUSH H. HEIDARY			1789+81.54	1790+22.11	1,165 SQ FT (0.027 AC)	4.448	
99	2.0	F & J PARTNERS LTD.			1790+22.11	1793+71.64	9,953 SQ FT (0.228 AC)	1.772	
99E	2.0	F & J PARTNERS LTD.			1790+42.90	1790+78.00	524 SQ FT (0.012 AC)	1.988	
100	2.268	FREDERICK ENTERPRISES, LLC			1793+71.64	1796+93.95	10,412 SQ FT (0.239 AC)	2.029	
101	2.13	MAYHILL PARTNERS			1796+93.95	1803+51.39	22,898 SQ FT (0.526 AC)	1.604	
101E	2.13	MAYHILL PARTNERS			1799+80.00	1800+70.00	1,080 SQ FT (0.025 AC)	2.105	

SAM, INC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax: (214) 631-7103

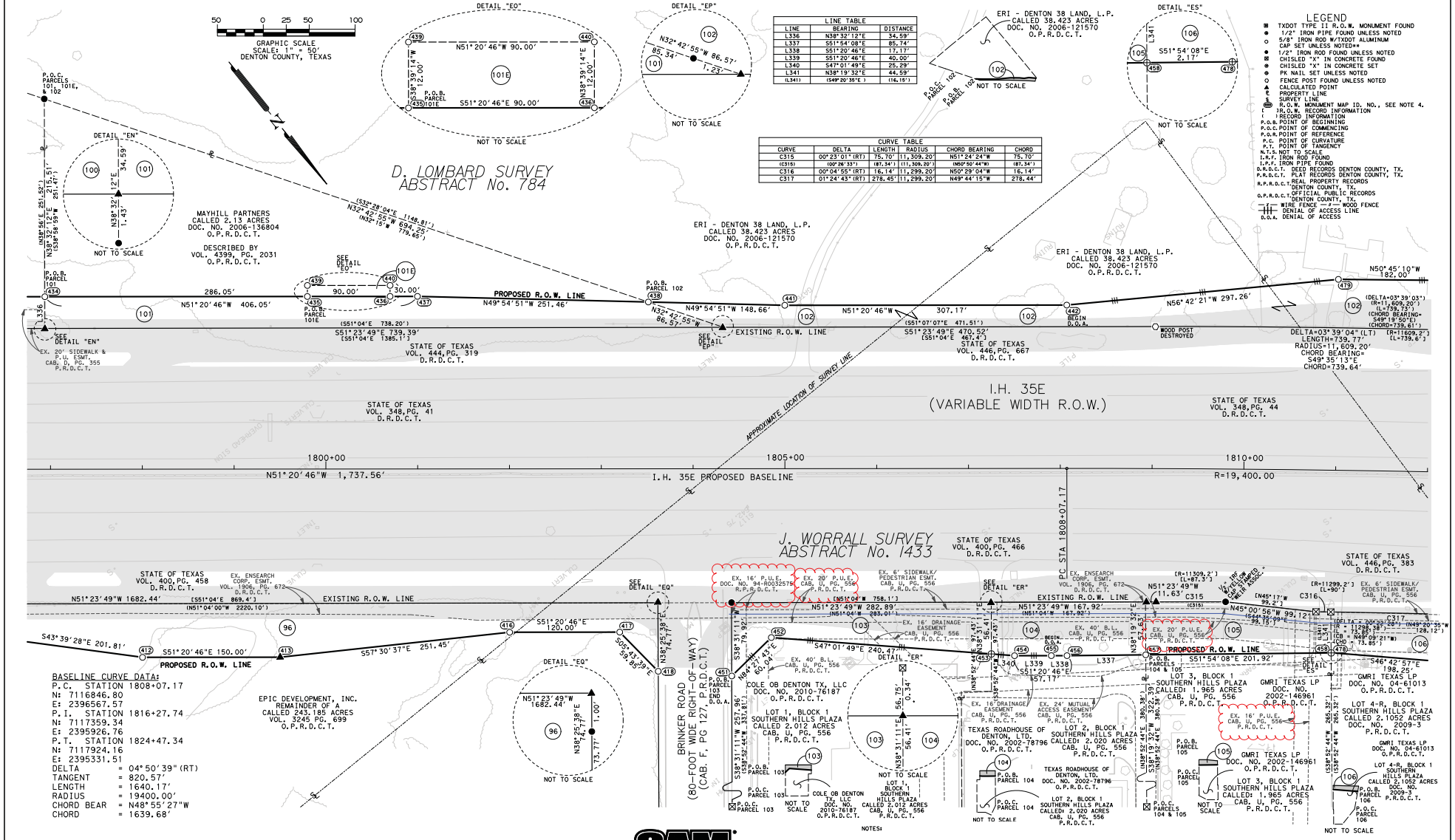
REVISIONS
07/18/2012 REVISE D.O.A. LINES

NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -[_____]	29036E-MS24R.dgn	
RF -		
FED.RD. DIV.RD.	FEDERAL AID PROJECT NO.	SHEET NO.
		24

STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E



LINE TABLE		
LINE	BEARING	DISTANCE
L336	N38°32'12"E	34.59'
L337	S51°54'08"E	85.74'
L338	S51°20'46"E	17.17'
L339	S51°20'46"E	40.00'
L340	S47°01'49"E	25.29'
L341	N38°19'32"E	44.59'
(L341)	(S49°20'35"E)	(16.15')

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C315	00°23'01" (RT)	75.70'	11,309.20'	N51°24'24"W	75.70'
(C315)	(00°26'33")	(87.34')	(11,309.20')	(N50°50'44"W)	(87.34')
C316	00°04'55" (RT)	16.14'	11,299.20'	N50°29'04"W	16.14'
C317	01°24'43" (RT)	278.45'	11,299.20'	N49°44'15"W	278.44'

LEGEND
- TXDOT TYPE II R.O.W. MONUMENT FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
- 1/2" IRON ROD FOUND UNLESS NOTED
- CHISLED "X" IN CONCRETE FOUND
- CHISLED "X" IN CONCRETE SET
- PK NAIL SET UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- SURVEY LINE
- R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
- [R.O.W. RECORD INFORMATION
- (RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- N.T.S. NOT TO SCALE
- I.R.F. IRON ROD FOUND
- I.P.F. IRON PIPE FOUND
- D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
- R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
- WIRE FENCE / WOOD FENCE
- DENIAL OF ACCESS LINE
- D.O.A. DENIAL OF ACCESS

†APPROXIMATE CALCULATED FROM APPRAISAL RECORDS

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	APPROXIMATE REMAINDER LEFT	RIGHT
102	38.423	ERI - DENTON 38 LAND, L.P.			1803+51.39	1816+52.85	53,376 SQ FT (1.225 AC)	37,198	
103	2.012	COLE OB DENTON TX, LLC			1804+41.95	1807+24.78	13,875 SQ FT (0.319 AC)		1,765
104	2.020	TEXAS ROADHOUSE OF DENTON, LTD.			1807+24.78	1808+93.81	9,751 SQ FT (0.224 AC)		1,693
105	1.965	GMRI TEXAS LP			1808+93.81	1810+97.81	10,740 SQ FT (0.247 AC)		1,718
106	2.1052	GMRI TEXAS LP			1810+97.81	1813+69.07	14,156 SQ FT (0.325 AC)		1,780

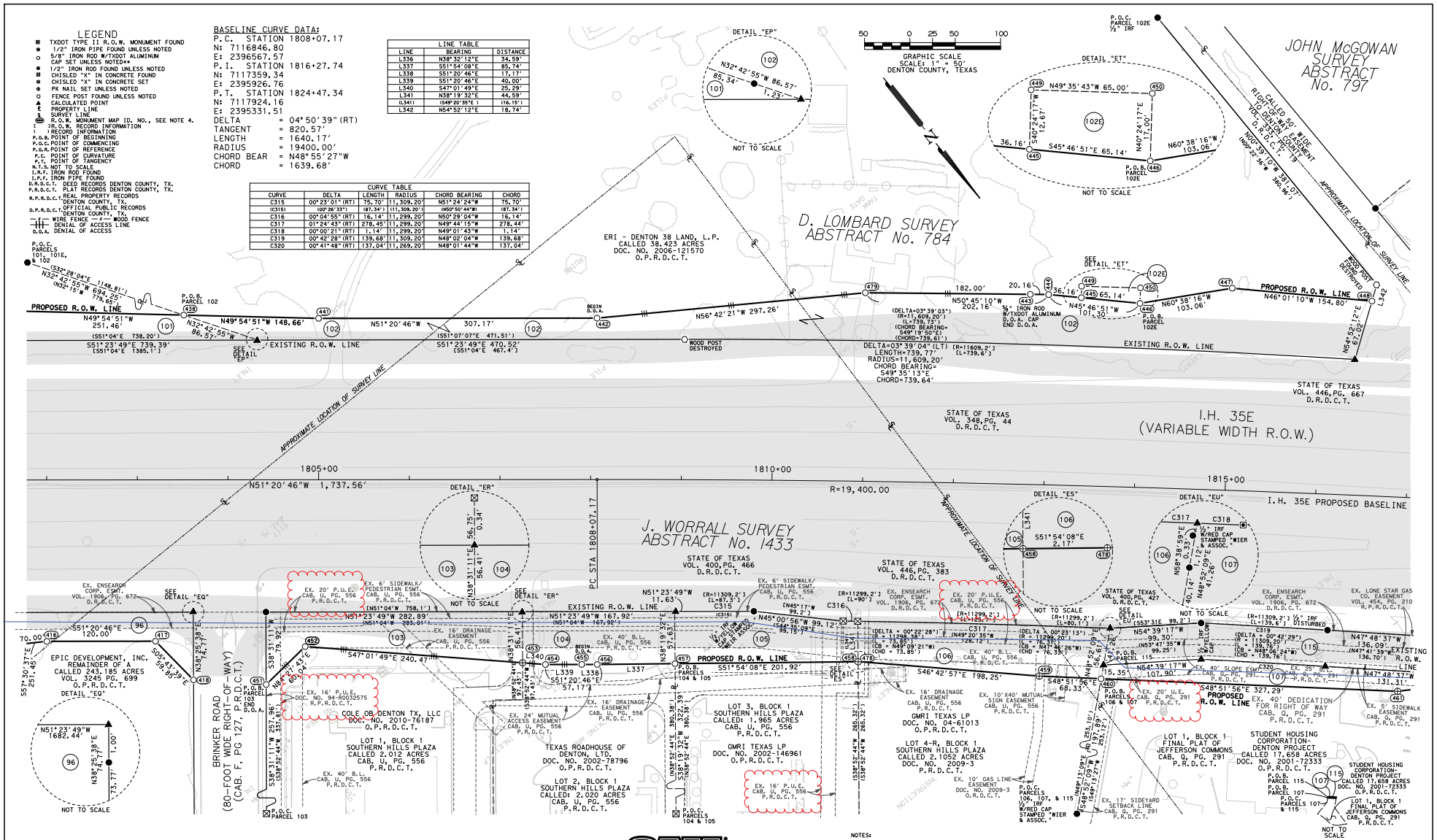
SAM, INC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive
Suite 175
Dallas, Texas 75247
(214) 631-7888
Fax (214) 631-7103

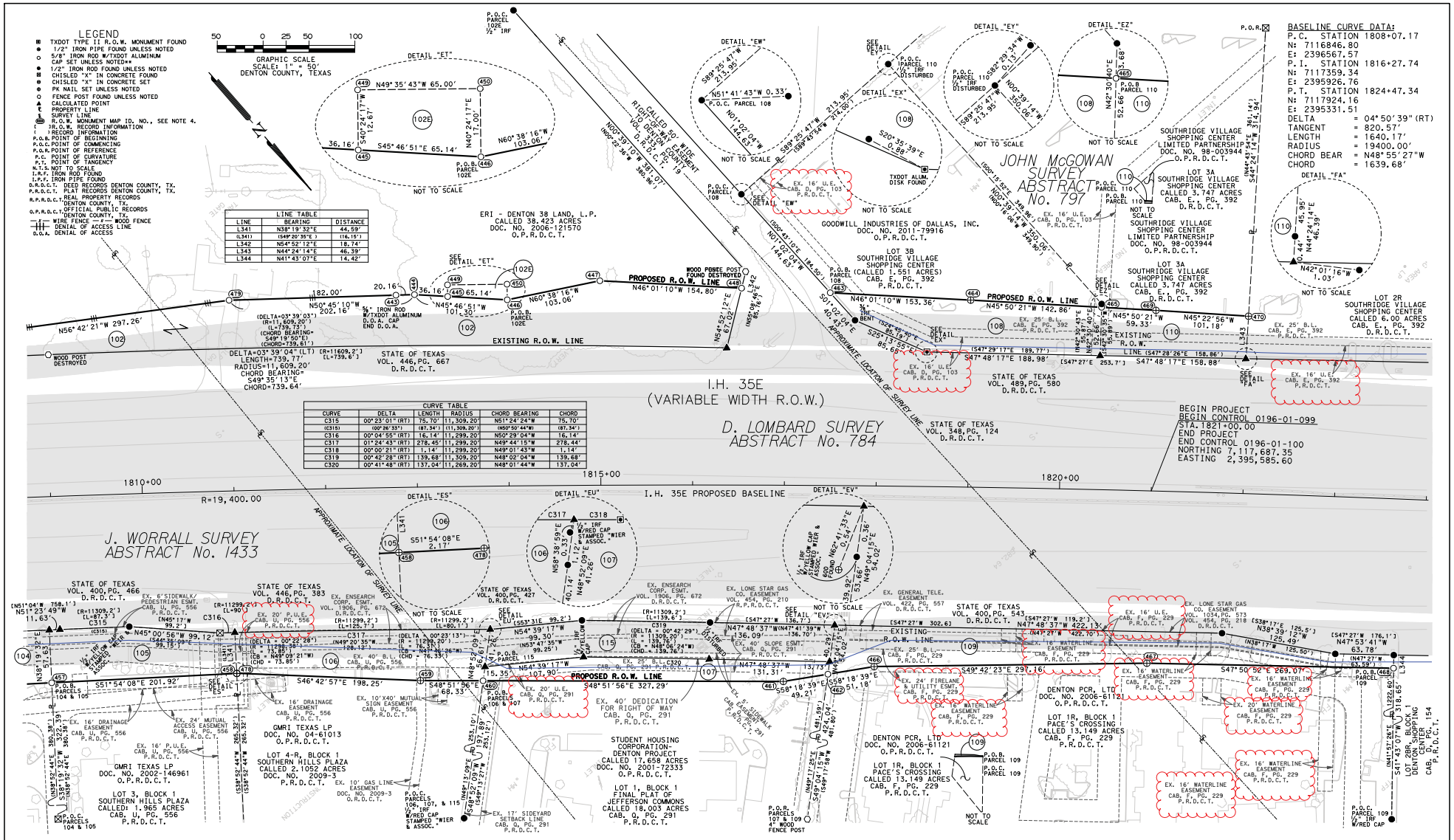
REVISIONS
07/18/2012 REVISE D.O.A. LINES

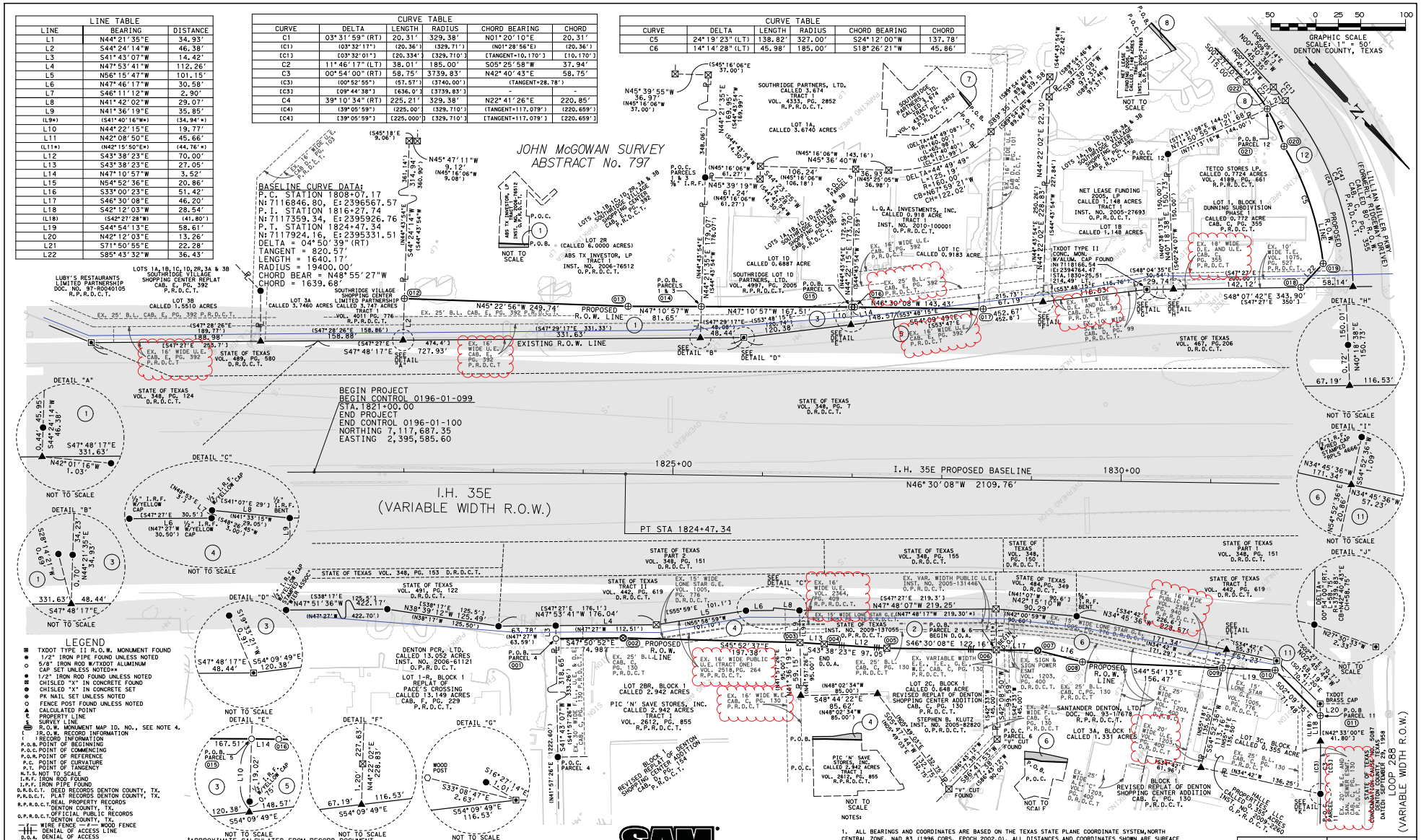
NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000150630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 28 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -F(_____)		29036E-MS25R.dgn	
RF -			
FED.RD. DIV.RD.	FEDERAL AID PROJECT NO.		SHEET NO. 25
STATE	DIST.	COUNTY	
TEXAS	18	DENTON	
CONT.	SECT.	JOB	HIGHWAY NO.
0196	01	100	IH 35E

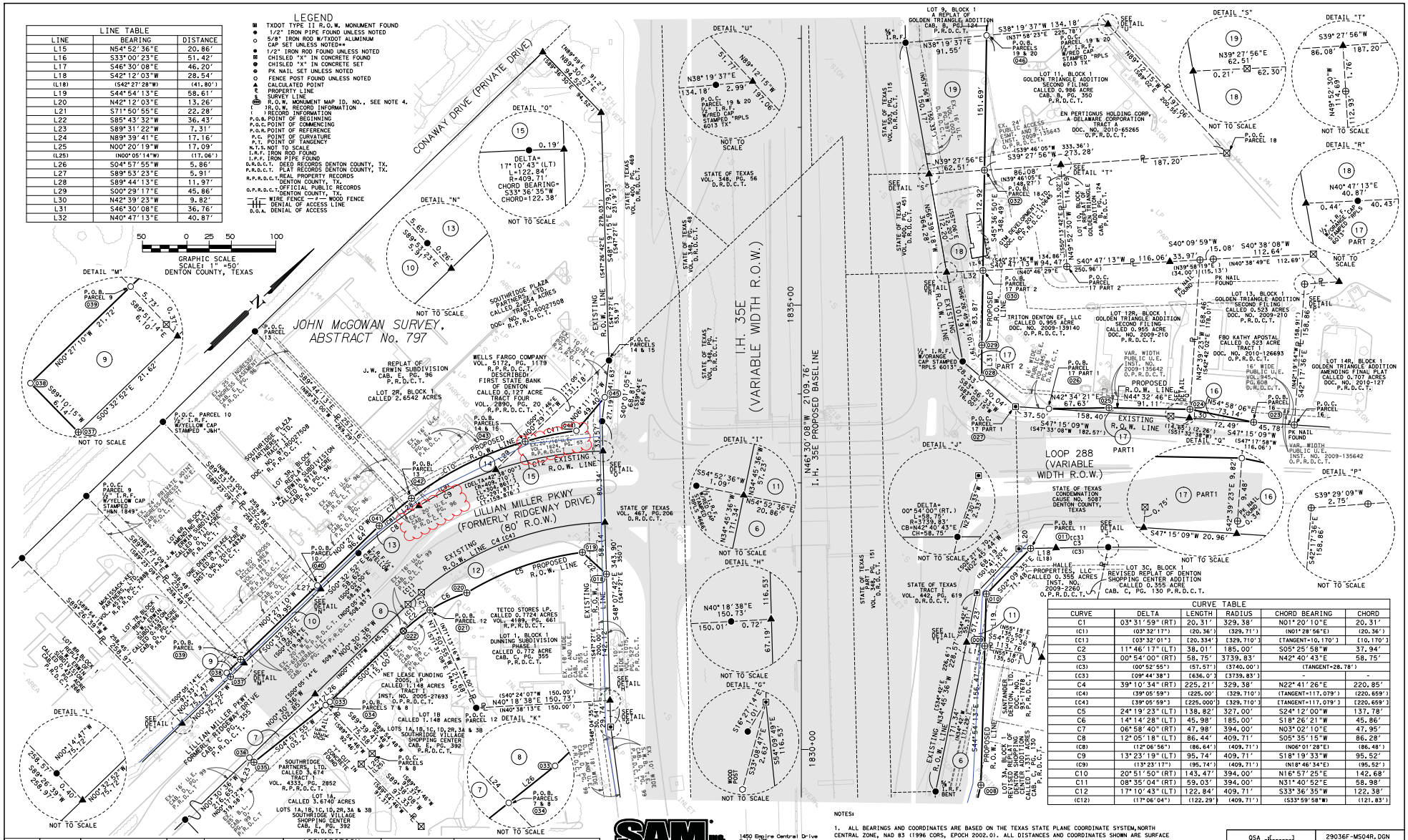

LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
JR.O.W. RECORD INFORMATION
RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE — x — WOOD FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
BASELINE CURVE DATA:
P.C. STATION 1808+07.17
N: 7116846.80
E: 2396567.57
P.I. STATION 1816+27.74
N: 7117359.34
E: 2395926.76
P.T. STATION 1824+47.34
N: 7117924.16
E: 2395331.51
DELTA = 04°50'39"(RT)
TANGENT = 820.57'
LENGTH = 1640.17'
RADIUS = 19400.00'
CHORD BEAR = N48°55'27"W
CHORD = 1639.68'
LINE TABLE
LINE | BEARING | DISTANCE
L336 | N38°32'12"E | 34.59'
L337 | S51°54'08"E | 85.74'
L338 | S51°20'46"E | 17.17'
L339 | S51°20'46"E | 40.00'
L340 | S47°01'49"E | 25.29'
L341 | N38°19'32"E | 44.59'
(L341) | (S49°20'35"E) | (16.15')
L342 | N54°52'12"E | 18.74'
CURVE TABLE
CURVE | DELTA | LENGTH | RADIUS | CHORD BEARING | CHORD
C315 | 00°23'01"(RT) | 75.70' | 11,309.20' | N51°24'24"W | 75.70'
(C315) | (00°26'33") | (87.34') | (11,309.20') | (N50°50'44"W) | (87.34')
C316 | 00°04'55"(RT) | 16.14' | 11,299.20' | N50°29'04"W | 16.14'
C317 | 01°24'43"(RT) | 278.45' | 11,299.20' | N49°44'15"W | 278.44'
C318 | 00°00'21"(RT) | 1.14' | 11,299.20' | N49°01'43"W | 1.14'
C319 | 00°42'28"(RT) | 139.68' | 11,309.20' | N48°02'04"W | 139.68'
C320 | 00°41'48"(RT) | 137.04' | 11,269.20' | N48°01'44"W | 137.04'
JOHN McGOWAN SURVEY ABSTRACT No. 797
D. LOMBARD SURVEY ABSTRACT No. 784
J. WORRALL SURVEY ABSTRACT No. 1433
I.H. 35E (VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
APPROXIMATE LOCATION OF SURVEY LINE
BRINKER ROAD (80-FOOT WIDE RIGHT-OF-WAY) (CAB. F, PG 127, P.R.D.C.T.)
ERI - DENTON 38 LAND, L.P. CALLED 38.423 ACRES DOC. NO. 2006-121570 O.P.R.D.C.T.
STATE OF TEXAS VOL. 348, PG. 44 D.R.D.C.T.
STATE OF TEXAS VOL. 400,PG. 466 D.R.D.C.T.
STATE OF TEXAS VOL. 446, PG. 383 D.R.D.C.T.
STATE OF TEXAS VOL. 400, PG. 427 D.R.D.C.T.
STATE OF TEXAS VOL. 446, PG. 667 D.R.D.C.T.
EPIC DEVELOPMENT, INC. REMAINDER OF A CALLED 243.185 ACRES VOL. 3245, PG. 699 O.P.R.D.C.T.
COLE OB DENTON TX, LLC DOC. NO. 2010-76187 O.P.R.D.C.T.
LOT 1, BLOCK 1 SOUTHERN HILLS PLAZA CALLED 2.012 ACRES CAB. U, PG. 556 P.R.D.C.T.
LOT 2, BLOCK 1 SOUTHERN HILLS PLAZA CALLED: 2.020 ACRES CAB. U, PG. 556 P.R.D.C.T.
TEXAS ROADHOUSE OF DENTON, LTD. DOC. NO. 2002-78796 O.P.R.D.C.T.
LOT 3, BLOCK 1 SOUTHERN HILLS PLAZA CALLED: 1.965 ACRES CAB. U, PG. 556 P.R.D.C.T.
GMRI TEXAS LP DOC. NO. 2002-146961 O.P.R.D.C.T.
GMRI TEXAS LP DOC. NO. 04-61013 O.P.R.D.C.T.
LOT 4-R, BLOCK 1 SOUTHERN HILLS PLAZA CALLED 2.1052 ACRES DOC. NO. 2009-3 P.R.D.C.T.
LOT 1, BLOCK 1 FINAL PLAT OF JEFFERSON COMMONS CAB. Q, PG. 291 P.R.D.C.T.
STUDENT HOUSING CORPORATION-DENTON PROJECT CALLED 17.658 ACRES DOC. NO. 2001-72333 O.P.R.D.C.T.
STUDENT HOUSING CORPORATION-DENTON PROJECT CALLED 17.659 ACRES DOC. NO. 2001-72333 O.P.R.D.C.T.
P.O.C. PARCELS 101, 101E, & 102
P.O.B. PARCEL 102
P.O.C. PARCEL 102E ½" IRF
P.O.B. PARCEL 102E
P.O.B. PARCEL 446
P.O.C. PARCEL 103
P.O.C. PARCELS 104 & 105
P.O.C. PARCELS 106, 107, & 115
P.O.B. PARCEL 103
P.O.B. PARCELS 104 & 105
P.O.B. PARCELS 106 & 107
P.O.B. PARCEL 115
P.O.C. PARCEL 107
P.O.C. PARCELS 107 & 115
P.O.B. PARCEL 107
DETAIL "EP"
DETAIL "ET"
DETAIL "EQ"
DETAIL "ER"
DETAIL "ES"
DETAIL "EU"
NOT TO SCALE
GRAPHIC SCALE: 1" = 50' DENTON COUNTY, TEXAS
50 0 25 50 100
1805+00
1810+00
1815+00
PC STA 1808+07.17
R=19,400.00
N51°20'46"W 1,737.56'
N51°20'46"W 1,682.44'
N51°23'49"W 282.89'
N51°23'49"W 167.92'
S51°54'08"E 201.92'
S46°42'57"E 198.25'
S48°51'56"E 327.29'
S47°01'49"E 240.47'
S51°20'46"E 120.00'
S51°54'08"E 2.17'
N49°54'51"W 148.66'
N56°42'21"W 297.26'
N50°45'10"W 202.16'
N45°46'51"W 101.30'
N60°38'16"W 103.06'
N46°01'10"W 154.80'
N54°52'12"E 67.02'
N49°35'43"W 65.00'
S45°46'51"E 65.14'
N40°24'17"E 17.00'
S40°24'17"E 12.67'
N54°39'17"W 107.90'
N47°48'37"W 136.09'
N47°48'37"W 131.31'
N54°39'17"W 99.30'
N45°00'36"W 99.12'
S51°54'08"E 68.33'
S38°31'11"W 79.92'
N38°31'11"E 56.41'
N38°19'32"E 57.63'
S38°31'11"W 257.96'
N38°25'38"E 147.77'
S57°30'37"E 251.45'
S05°43'39"E 73.77'
N38°25'38"E 73.77'
S51°20'46"E 17.17'
N38°19'32"E 380.28'
S38°52'44"E 380.28'
N38°52'44"W 265.32'
S38°52'44"E 265.32'
N48°57'13"W 197.89'
S48°57'13"E 253.10'
S38°52'44"E 331.81'
N38°52'44"W 331.81'
S38°52'44"E 331.81'
N38°52'44"W 331.81'
S38°52'44"E 331.81'
N38°52'44"W 331.81


LEGEND
TXDOT TYPE II R.O.W. MONUMENT FOUND
1/2" IRON PIPE FOUND UNLESS NOTED
5/8" IRON ROD W/TXDOT ALUMINUM CAP SET UNLESS NOTED**
1/2" IRON ROD FOUND UNLESS NOTED
CHISLED "X" IN CONCRETE FOUND
CHISLED "X" IN CONCRETE SET
PK NAIL SET UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
SURVEY LINE
R.O.W. MONUMENT MAP ID. NO., SEE NOTE 4.
JR.O.W. RECORD INFORMATION
RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
N.T.S. NOT TO SCALE
I.R.F. IRON ROD FOUND
I.P.F. IRON PIPE FOUND
D.R.D.C.T. DEED RECORDS DENTON COUNTY, TX.
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TX.
R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY, TX.
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TX.
WIRE FENCE
WOOD FENCE
DENIAL OF ACCESS LINE
D.O.A. DENIAL OF ACCESS
GRAPHIC SCALE
SCALE: 1" = 50'
DENTON COUNTY, TEXAS
50 0 25 50 100
DETAIL "ET"
DETAIL "EU"
DETAIL "EV"
DETAIL "EW"
DETAIL "EX"
DETAIL "EY"
DETAIL "EZ"
DETAIL "ES"
DETAIL "FA"
NOT TO SCALE
LINE TABLE
LINE BEARING DISTANCE
L341 N38°19'32"E 44.59'
(L341) (S49°20'35"E) (16.15')
L342 N54°52'12"E 18.74'
L343 N44°24'14"E 46.39'
L344 N41°43'07"E 14.42'
CURVE TABLE
CURVE DELTA LENGTH RADIUS CHORD BEARING CHORD
C315 00°23'01"(RT) 75.70' 11,309.20' N51°24'24"W 75.70'
(C315) (00°26'35") (87.34') (11,309.20') (N50°50'44"W) (87.34')
C316 00°04'55"(RT) 16.14' 11,299.20' N50°29'04"W 16.14'
C317 01°24'43"(RT) 278.45' 11,299.20' N49°44'15"W 278.44'
C318 00°00'21"(RT) 1.14' 11,299.20' N49°01'43"W 1.14'
C319 00°42'28"(RT) 139.68' 11,309.20' N48°02'04"W 139.68'
C320 00°41'48"(RT) 137.04' 11,269.20' N48°01'44"W 137.04'
BASELINE CURVE DATA:
P.C. STATION 1808+07.17
N: 7116846.80
E: 2396567.57
P.I. STATION 1816+27.74
N: 7117359.34
E: 2395926.76
P.T. STATION 1824+47.34
N: 7117924.16
E: 2395331.51
DELTA = 04°50'39"(RT)
TANGENT = 820.57'
LENGTH = 1640.17'
RADIUS = 19400.00'
CHORD BEAR = N48°55'27"W
CHORD = 1639.68'
I.H. 35E
(VARIABLE WIDTH R.O.W.)
I.H. 35E PROPOSED BASELINE
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
APPROXIMATE LOCATION OF SURVEY LINE
J. WORRALL SURVEY
ABSTRACT No. 1433
D. LOMBARD SURVEY
ABSTRACT No. 784
JOHN McGOWAN SURVEY
ABSTRACT No. 797
BEGIN PROJECT
BEGIN CONTROL 0196-01-099
STA. 1821+00.00
END PROJECT
END CONTROL 0196-01-100
NORTHING 7,117,687.35
EASTING 2,395,585.60
1810+00
1815+00
1820+00
R=19,400.00
ERI - DENTON 38 LAND, L.P.
CALLED 38.423 ACRES
DOC. NO. 2006-121570
O.P.R.D.C.T.
GOODWILL INDUSTRIES OF DALLAS, INC.
DOC. NO. 2011-79916
O.P.R.D.C.T.
LOT 3B SOUTHRIDGE VILLAGE SHOPPING CENTER (CALLED 1.551 ACRES)
CAB. E, PG. 392
P.R.D.C.T.
LOT 3A SOUTHRIDGE VILLAGE SHOPPING CENTER CALLED 3.747 ACRES
CAB. E, PG. 392
D.R.D.C.T.
SOUTHRIDGE VILLAGE SHOPPING CENTER LIMITED PARTNERSHIP
DOC. NO. 98-003944
O.P.R.D.C.T.
LOT 2R SOUTHRIDGE VILLAGE SHOPPING CENTER CALLED 6.00 ACRES
CAB. E, PG. 392
D.R.D.C.T.
STATE OF TEXAS
VOL. 446, PG. 667
D.R.D.C.T.
STATE OF TEXAS
VOL. 489, PG. 580
D.R.D.C.T.
STATE OF TEXAS
VOL. 348, PG. 124
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 466
D.R.D.C.T.
STATE OF TEXAS
VOL. 446, PG. 383
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 427
D.R.D.C.T.
STATE OF TEXAS
VOL. 400, PG. 543
D.R.D.C.T.
GMRI TEXAS LP
DOC. NO. 2002-146961
O.P.R.D.C.T.
LOT 3, BLOCK 1
SOUTHERN HILLS PLAZA
CALLED: 1.965 ACRES
CAB. U, PG. 556
P.R.D.C.T.
GMRI TEXAS LP
DOC. NO. 04-61013
O.P.R.D.C.T.
LOT 4-R, BLOCK 1
SOUTHERN HILLS PLAZA
CALLED 2.1052 ACRES
DOC. NO. 2009-3
P.R.D.C.T.
STUDENT HOUSING CORPORATION-DENTON PROJECT
CALLED 17.658 ACRES
DOC. NO. 2001-72333
O.P.R.D.C.T.
LOT 1, BLOCK 1
FINAL PLAT OF JEFFERSON COMMONS
CALLED 18.003 ACRES
CAB. Q, PG. 291
P.R.D.C.T.
DENTON PCR, LTD
DOC. NO. 2006-61121
O.P.R.D.C.T.
LOT 1R, BLOCK 1
PACE'S CROSSING
CALLED 13.149 ACRES
CAB. F, PG. 229
P.R.D.C.T.
LOT 1, BLOCK 1
DENTON SHOPPING CENTER
CAB. F, PG. 154
P.R.D.C.T.
EX. 16' U.E. CAB. D, PG. 103 P.R.D.C.T.
EX. 20' U.E. CAB. Q, PG. 291 P.R.D.C.T.
EX. 25' B.L. CAB. E, PG. 392 P.R.D.C.T.
EX. 40' DEDICATION FOR RIGHT OF WAY CAB. Q, PG. 291 P.R.D.C.T.
EX. 24' FIRELANE & UTILITY ESMT. CAB. F, PG. 229 P.R.D.C.T.
EX. 16' WATERLINE EASEMENT CAB. F, PG. 229 P.R.D.C.T.
EX. 20' WATERLINE EASEMENT CAB. F, PG. 229 P.R.D.C.T.
EX. 16' DRAINAGE EASEMENT CAB. U, PG. 556 P.R.D.C.T.
EX. 24' MUTUAL ACCESS EASEMENT CAB. U, PG. 556 P.R.D.C.T.
EX. 16' P.U.E. CAB. U, PG. 556 P.R.D.C.T.
EX. 10'X40' MUTUAL SIGN EASEMENT CAB. U, PG. 556 P.R.D.C.T.
EX. 10' GAS LINE EASEMENT DOC. NO. 2009-3 O.R.D.C.T.
EX. 17' SIDEWARD SETBACK LINE CAB. Q, PG. 291 P.R.D.C.T.
EX. 6' SIDEWALK/ PEDESTRIAN ESMT. CAB. U, PG. 556 P.R.D.C.T.
EX. ENSEARCH CORP. ESMT. VOL. 1906, PG. 672 D.R.D.C.T.
EX. LONE STAR GAS CO. EASEMENT VOL. 454, PG. 210 R.P.R.D.C.T.
EX. LONE STAR GAS CO. EASEMENT VOL. 1054, PG. 573 R.P.R.D.C.T.
EX. GENERAL TELE. EASEMENT VOL. 422, PG. 557 D.R.D.C.T.
EX. 40' SLOPE ESMT. CAB. Q, PG. 291 P.R.D.C.T.
EX. 25' B.L. CAB. F, PG. 229 P.R.D.C.T.
EX. 16' WATERLINE EASEMENT CAB. F, PG. 229 P.R.D.C.T.
EX. 20' P.U.E. CAB. U, PG. 556 P.R.D.C.T.
EX. 16' U.E. CAB. F, PG. 229 P.R.D.C.T.
EX. 25' B.L. CAB. E, PG. 392 P.R.D.C.T.
EX. 25' B.L. CAB. F, PG. 229 P.R.D.C.T.
EX. 16' U.E. CAB. E, PG. 392 P.R.D.C.T.
EX. 25' B.L. CAB. E, PG. 392 P.R.D.C.T.
EX. 16' WATERLINE EASEMENT CAB. F, PG. 229



PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	REMAINDER† LEFT	RIGHT
1	6.000	ABS TX INVESTOR, LP			1822+00.11	1825+28.98	13,152 SQ FT (0.302AC)	5.698	-
2	0.648	STEPHEN B. KLUTZ	DEED	2009-137055	1826+44.71	1828+63.80	9,027 SQ FT (0.2072 AC)	-	0.441
3	0.6887	SOUTHRIDGE LOT 1D PARTNERS, LTD.			1825+28.98	1826+96.48	4903 SQ FT (0.113 AC)	0.576	-
4	2.942	PIC 'N' SAVE STORES, INC.			1823+71.66	1826+44.71	6277 SQ FT (0.144 AC)	-	2.798
5	0.918	L.Q.A. INVESTMENTS, INC.			1826+96.48	1828+43.43	1455 SQ FT (0.033 AC)	0.885	-
6	1.331	SANTANDER DENTON, LTD.			1828+63.80	1831+16.41	9939 SQ FT (0.228AC)	-	1.103
8	1.148	NET LEASE FUNDING 2005, LP			1830+49.97	1831+56.82	2943 SQ FT (0.068 AC)	1.080	-
11	0.355	HALLE PROPERTIES, LLC			1831+16.41	1832+26.12	1529 SQ FT (0.035 AC)	-	0.320
12	0.7724	TETCO STORES LP.			1831+56.82	1831+97.30	7065 SQ FT (0.162 AC)	0.610	-

†APPROXIMATE CALCULATED FROM RECORD DOCUMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L15	N54°52'36"E	20.86'
L16	S33°00'23"E	51.42'
L17	S46°30'08"E	46.20'
L18	S42°12'03"W	28.54'
(L18)	(S42°27'28"W)	(41.80')
L19	S44°54'13"E	58.61'
L20	N42°12'03"E	13.26'
L21	S71°50'55"E	22.28'
L22	S85°43'32"W	36.43'
L23	S89°31'22"W	7.31'
L24	N89°39'41"E	17.16'
L25	N00°20'19"W	17.09'
(L25)	(N00°05'14"W)	(17.06')
L26	S04°57'55"W	5.86'
L27	S89°53'23"E	5.91'
L28	S89°44'13"E	11.97'
L29	S00°29'17"E	45.86'
L30	N42°39'23"W	9.82'
L31	S46°30'08"E	36.76'
L32	N40°47'13"E	40.87'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	03°31'59"(RT)	20.31'	329.38'	N01°20'10"E	20.31'
(C1)	(03°32'17")	(20.36')	(329.71')	(N01°28'56"E)	(20.36')
[C1]	[03°32'01"]	[20.334']	[329.710']	[TANGENT=10.170']	[10.170']
C2	11°46'17"(LT)	38.01'	185.00'	S05°25'58"W	37.94'
C3	00°54'00"(RT)	58.75'	3739.83'	N42°40'43"E	58.75'
(C3)	(00°52'55")	(57.57')	(3740.00')	(TANGENT=28.78')	-
[C3]	[09°44'38"]	[636.0']	[3739.83']	-	-
C4	39°10'34"(RT)	225.21'	329.38'	N22°41'26"E	220.85'
(C4)	(39°05'59")	(225.00')	(329.710')	(TANGENT=117.079')	(220.659')
[C4]	[39°05'59"]	[225.000']	[329.710']	(TANGENT=117.079')	[220.659']
C5	24°19'23"(LT)	138.82'	327.00'	S24°12'00"W	137.78'
C6	14°14'28"(LT)	45.98'	185.00'	S18°26'21"W	45.86'
C7	06°58'40"(RT)	47.98'	394.00'	N03°02'10"E	47.95'
C8	12°05'18"(LT)	86.44'	409.71'	S05°35'15"W	86.28'
(C8)	(12°06'56")	(86.64')	(409.71')	(N06°01'28"E)	(86.48')
C9	13°23'19"(LT)	95.74'	409.71'	S18°19'33"W	95.52'
(C9)	(13°23'17")	(95.74')	(409.71')	(N18°46'34"E)	(95.52')
C10	20°51'50"(RT)	143.47'	394.00'	N16°57'25"E	142.68'
C11	08°35'04"(RT)	59.03'	394.00'	N31°40'52"E	58.98'
C12	17°10'43"(LT)	122.84'	409.71'	S33°36'35"W	122.38'
(C12)	(17°06'04")	(122.29')	(409.71')	(S33°59'58"W)	(121.83')

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. ℄ STATIONS FROM	TO	ACQUIRED SQ FT (ACRES)	REMAINDER† LEFT	RIGHT
7	3.674	SOUTHRIDGE PARTNERS, LTD.			1829+85.63	1830+49.97	1258 SQ FT (0.029 AC)	3.645	-
9	0.587	McKISSACK-KEY PARTNERS, LTD.			1830+81.88	1831+01.34	133 SQ FT (0.003 AC)	0.584	-
10	0.7117	ONE DENTON PLACE, LP			1831+01.34	1831+84.59	720 SQ FT (0.017 AC)	0.695	-
13	0.8716	SOUTHRIDGE PLAZA PARTNERS, LTD.			1831+84.59	1832+82.79	1055 SQ FT (0.024 AC)	0.848	-
14	2.654	SOUTHRIDGE PLAZA PARTNERS, LTD.			1832+82.79	1833+46.54	1968 SQ FT (0.045 AC)	2.609	-
15	0.127	WELLS FARGO COMPANY			1833+46.54	1833+96.28	2946 SQ FT (0.068 AC)	0.059	-
16	0.523	FBO KATHY APOSTAL			1833+68.20	1833+82.75	356 SQ FT (0.008 AC)	-	0.515
17 PART 1	0.955	TRITON DENTON EF, LLC			1833+82.75	1833+83.32	884 SQ FT (0.020 AC)	-	0.858
17 PART 2	0.955	TRITON DENTON EF, LLC			1834+18.24	1835+38.86	3354 SQ FT (0.077AC)	-	0.858

SAM, LLC. SURVEYING • AERIAL MAPPING • ENGINEERING
1450 Empire Central Drive Suite 175 Dallas, Texas 75247 (214) 631-7888 Fax (214) 631-7103

REVISIONS
07/11/2012 REVISE D.O.A. LINES

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (1996 CORS, EPOCH 2002.0). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.00015630.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. (###) SEE SHEET 06 FOR R.O.W. MONUMENT DATA.

RIGHT OF WAY WIDENING PROJECT

QSA -#_____-	29036F-MS04R.DGN
RF -	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO. / SHEET NO. 04

STATE	DIST.	COUNTY
TEXAS	18	DENTON
CONT.	SECT.	JOB / HIGHWAY NO.
0196	01	099 / IH 35E

SEE SHEET 5 FOR PARCELS 18 AND 19

TxDOT Highway Project Number: 0196-02-109
TxDOT Parcel 66

RCSJ 0196-01-100
From: South of Mayhill
To: South of SL 288

Utility Longitudinal Stations:
Sta 1735+69 LT to Sta 1720+90 LT

Existing Easement

Instrument Number 2019-52

PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc., dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 3rd day of May, 19 72.

ATTEST

M.F.A., INC.

By: T W Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared T. W. Reilly, President whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said M. F. A., Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day May, A. D. 19 72

(L. S.)

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 1973.

Jefferson Printery Co., Dallas

TRACT NO. 1: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

BEGINNING at a right-of-way marker at the East side of State School Road;

THENCE North 67° 56' East with a fence 110.3 feet to a right-of-way monument on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South 58° 23' 30" East with said right-of-way 283.8 feet to a monument;

THENCE South 50° 21' East with said right-of-way 331.0 feet to a fence corner;

THENCE South 1° 09' West with a fence 12.67 feet to a marker;

THENCE North 50° 21' West a distance of 338.8 feet to an angle point;

THENCE North 58° 23' 30" West a distance of 278.6 feet to an angle point;

THENCE South 67° 56' West a distance of 109.39 feet to an angle point;

THENCE North 2° 0' East 10.83 feet to the place of beginning.

TRACT NO. 2: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

BEGINNING at fence corner on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South 50° 21' East with said right-of-way 3055.2 feet to fence corner;

THENCE South 32° 33' West with a fence 10.16 feet to an angle point;

THENCE North 50° 21' West a distance of 3048.8 feet to an angle point;

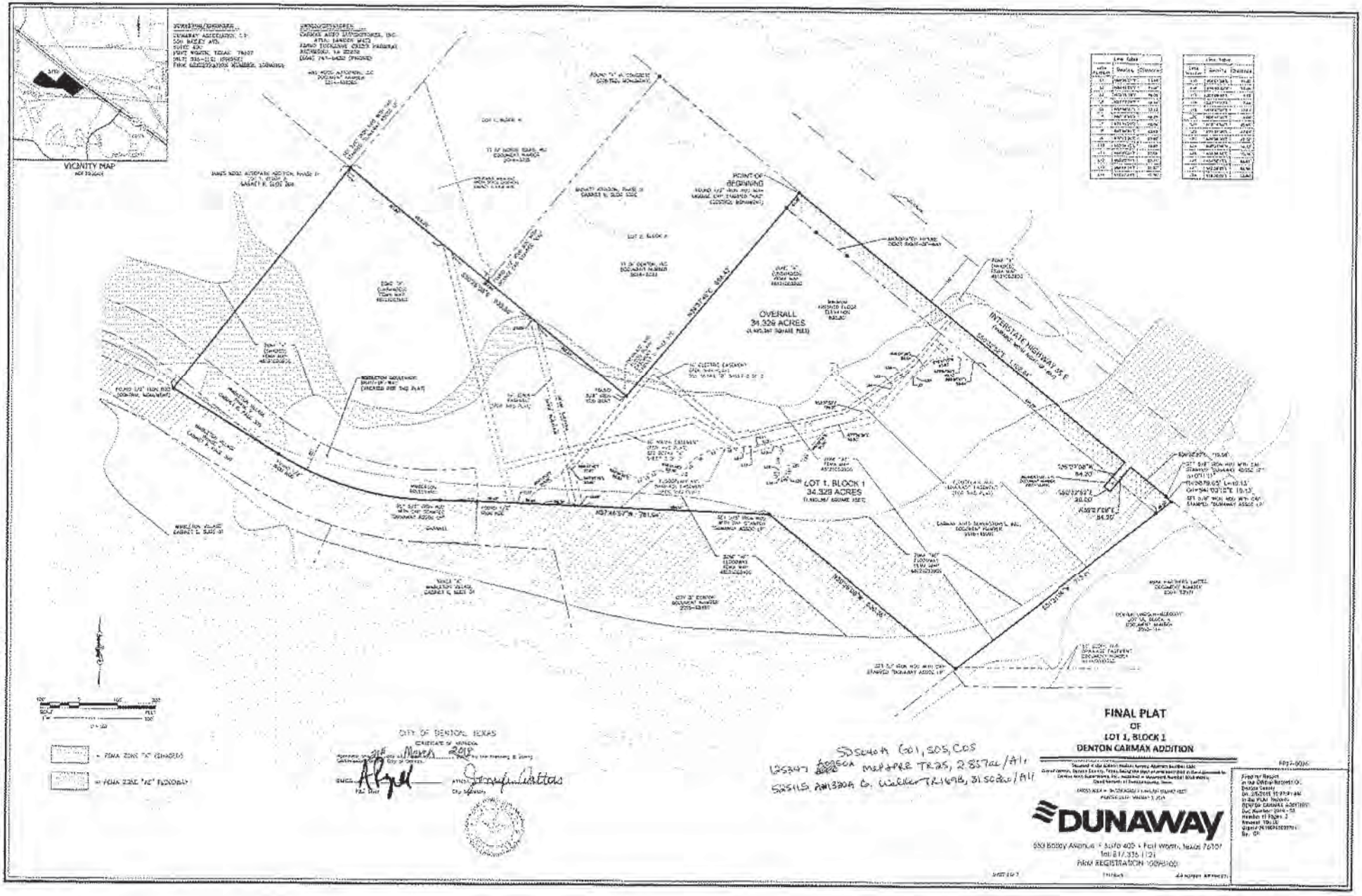
THENCE North 1° 51' East a distance of 12.67 feet to the point of beginning.

Grantor reserves the right from time to time to construct one or more streets for vehicular and/or pedestrian right-of-way over and across the easement area for ingress and egress for the remaining portion of Grantor's land to Interstate Highway 35, and City agrees to bury the water/sewer pipe line contemplated hereby at a sufficient depth so that such streets may be constructed by Grantor at no additional cost by reason of said pipeline. In addition, City grants the right to Grantor to tap into the water/sewer pipeline as is necessary to service the improvements to be constructed on that portion of Grantor's property which lies within the City limits of the City of Corinth provided, however, that Grantor shall be obligated to pay the standard tap-in fee charged by the City in such cases.

EXHIBIT "A"

FILED FOR RECORD: 18th DAY OF October A.D.1972 at 12:45 o'clock P M.
RECORDED: 25th DAY OF October A.D.1972 at 11:20 o'clock A. M.
BY E. Heinrich DEPUTY

THETA PARKER, COUNTY CLERK
DENTON COUNTY, TEXAS



SD24-0014 G01, S05, C05
125347 MEP&PRR TR35, 2.857ac/A11
535115, 2413804 G. Walker TR169B, 31.502ac/A11

LEGAL DESCRIPTION

BEING a tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of Lot 1, Block 1, Denton Carmax Addition, an addition to the City of Denton, Texas according to the plat recorded in Instrument No. 2019-52 of the Official Public Records of Denton, Texas, and being more particularly described as follows:

BEGINNING at the northernmost northwest corner of said Lot 1;

THENCE South 50°23'42" East, along the northeast line of said Lot 1, a distance of 539.24 feet to a point for corner;

THENCE departing the said northeast line of said Lot 1, South 13°34'46" East, a distance of 60.42 feet to a point for corner;

THENCE the following seven (7) calls:

South 54°21'41" East, a distance of 484.63 feet to a point for corner;
North 75°47'10" East, a distance of 71.52 feet to a point for corner;
South 59°12'50" East, a distance of 156.27 feet to a point for corner;
North 75°47'10" East, a distance of 345.68 feet to a point for corner;
North 39°28'39" East, a distance of 242.13 feet to a point for corner;
North 84°13'03" East, a distance of 24.07 feet to a point for corner;

THENCE North 39°10'34" East, a distance of 33.86 feet to a point for corner; from said point the northernmost northeast corner of said Lot 1 bears North 45°27'26" West, a distance of 553.73 feet;

THENCE the following eleven (11) calls:

South 50°23'38" East, a distance of 10.00 feet to a point for corner;
South 39°10'34" West, a distance of 37.93 feet to a point for corner;
South 84°16'10" West, a distance of 24.08 feet to a point for corner;
South 39°28'39" West, a distance of 241.32 feet to a point for corner;
South 75°47'10" West, a distance of 353.10 feet to a point for corner;
North 59°12'50" West, a distance of 156.27 feet to a point for corner;
South 75°47'10" West, a distance of 85.11 feet to a point for corner;
North 54°21'41" West, a distance of 488.28 feet to a point for corner;
North 13°34'46" West, a distance of 61.21 feet to a point for corner;
North 50°23'42" West, a distance of 512.05 feet to a point for corner;
South 38°03'08" West, a distance of 59.87 feet to a point for corner;

THENCE North 50°16'45" West, a distance of 20.02 feet to a point for corner in the said northwest line of said Lot 1;

THENCE North 38°04'28" East, along the said northwest line of Lot 1, a distance of 79.83 feet to the **POINT OF BEGINNING** and containing 31,714 square feet or 0.7280 acres of land.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

2/6/21

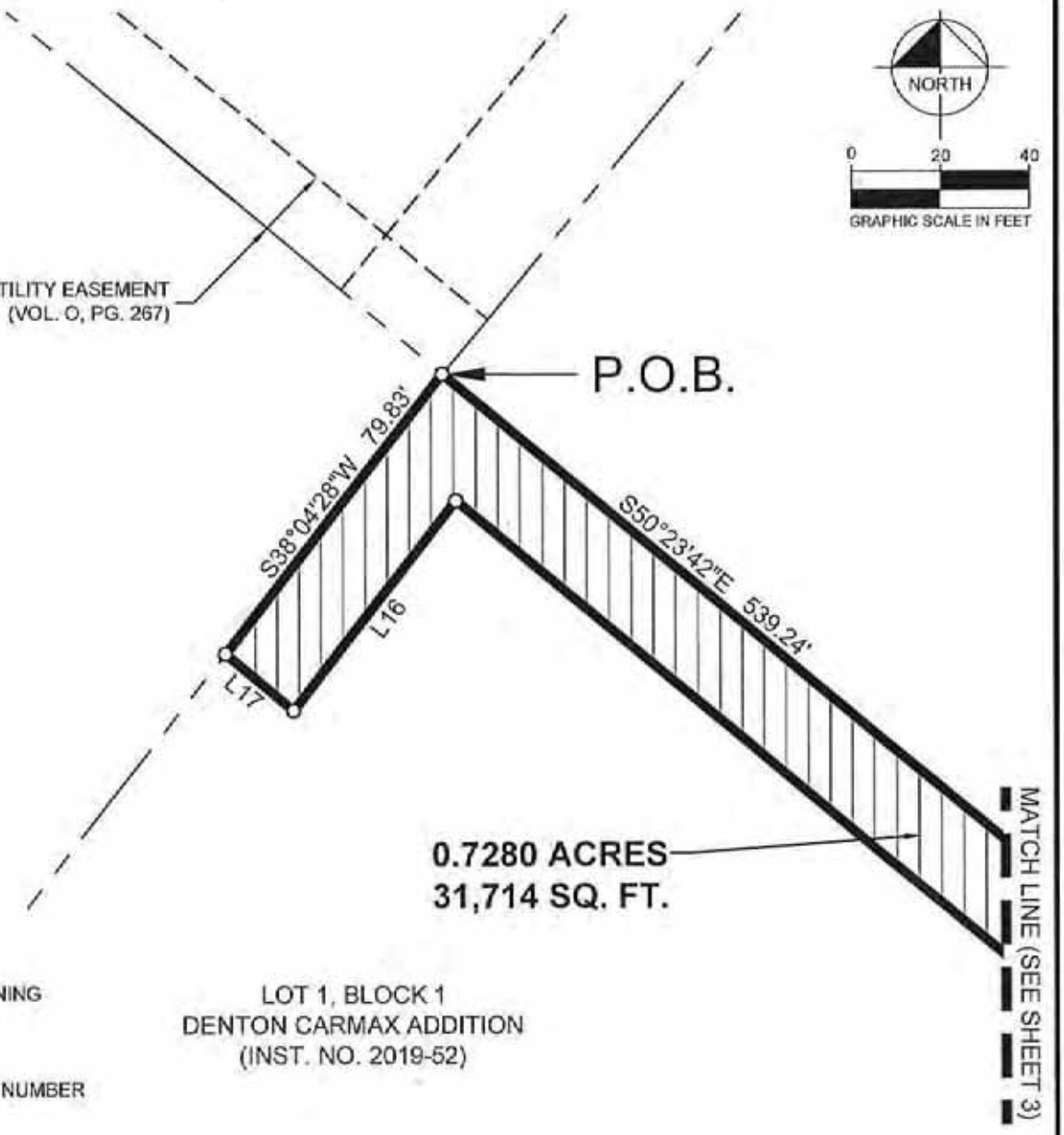
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	2/3/2021	061024039	1 OF 8



LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

2/8/21

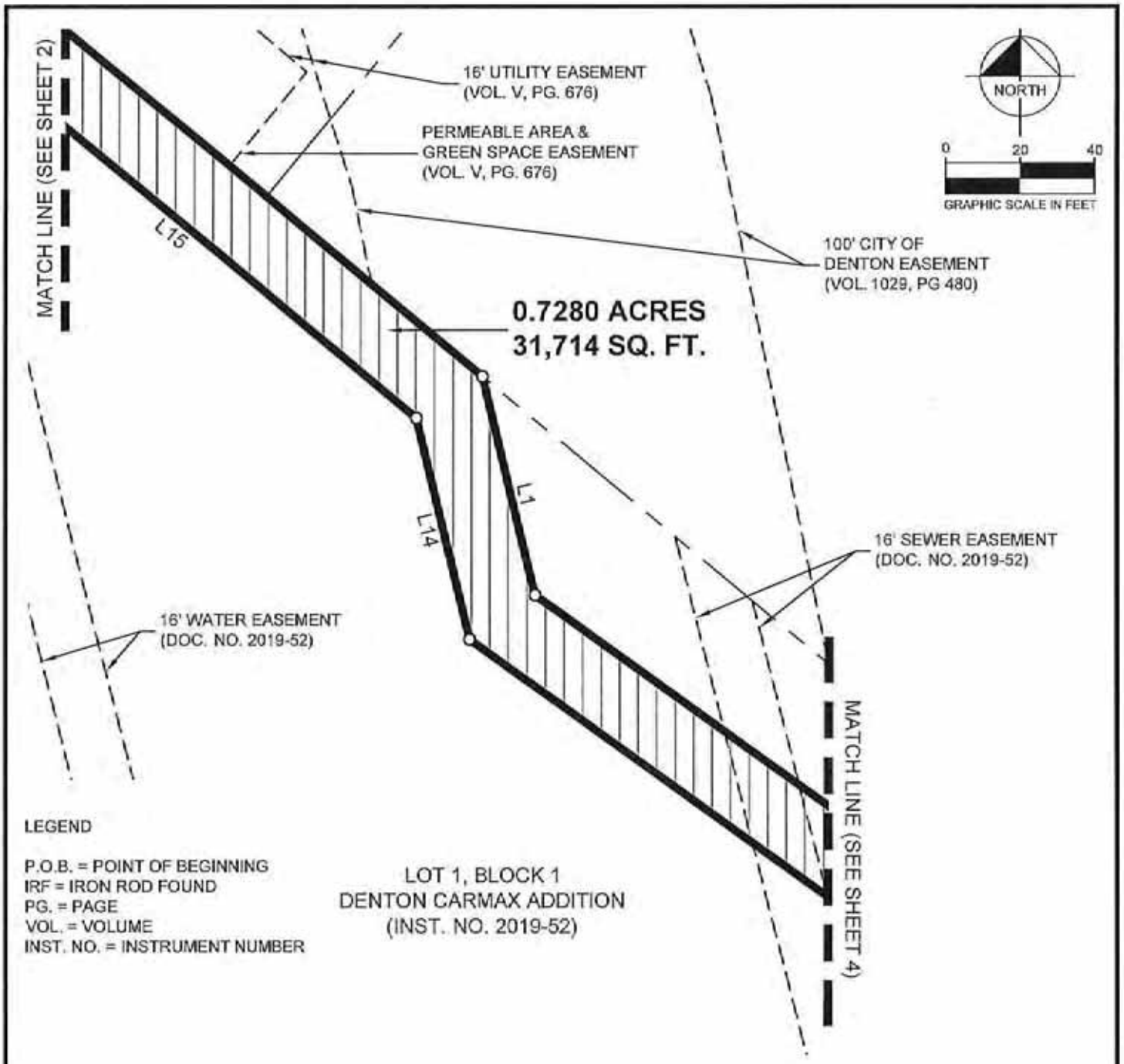
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	2 OF 8



LEGEND

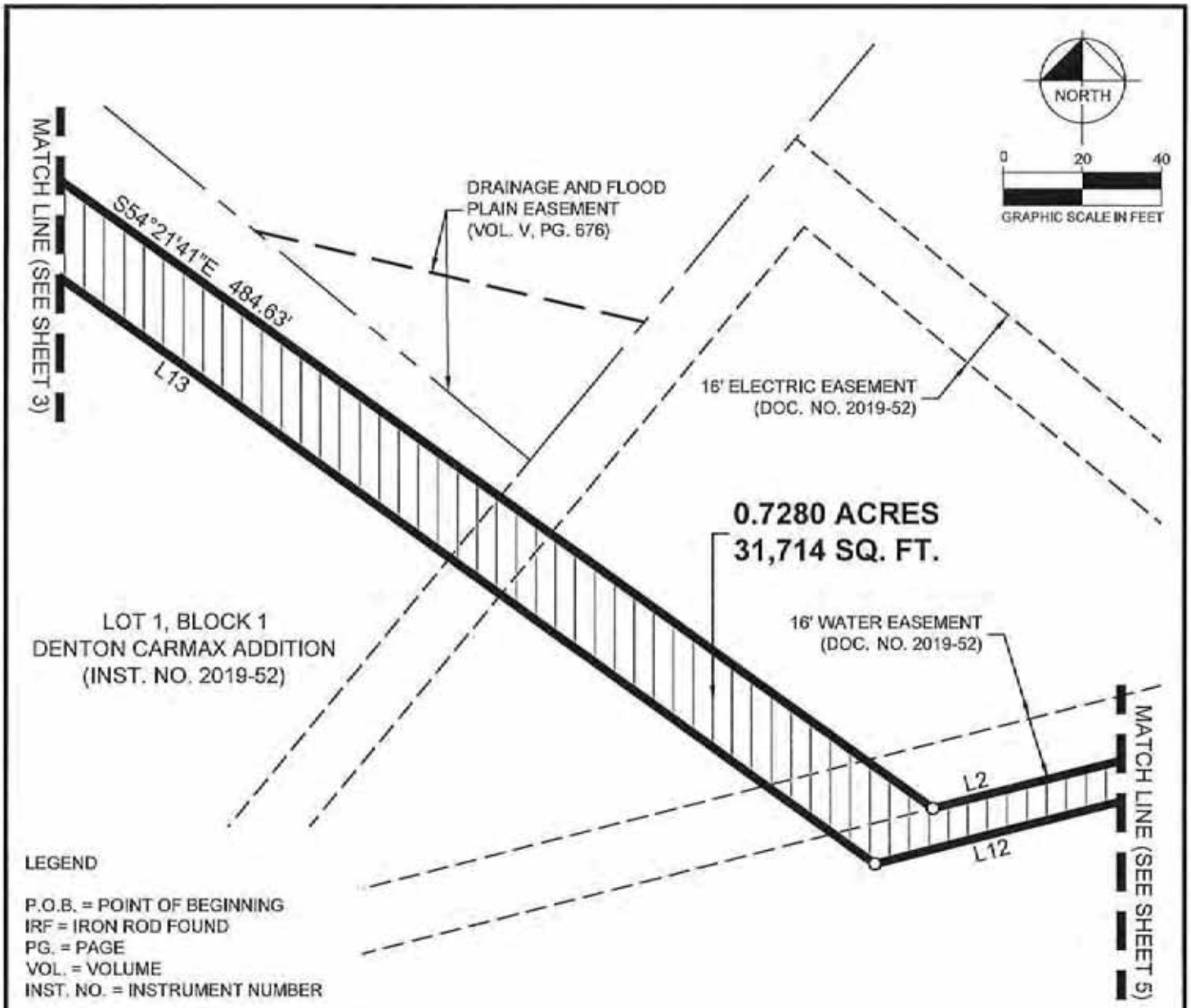
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	3 OF 6



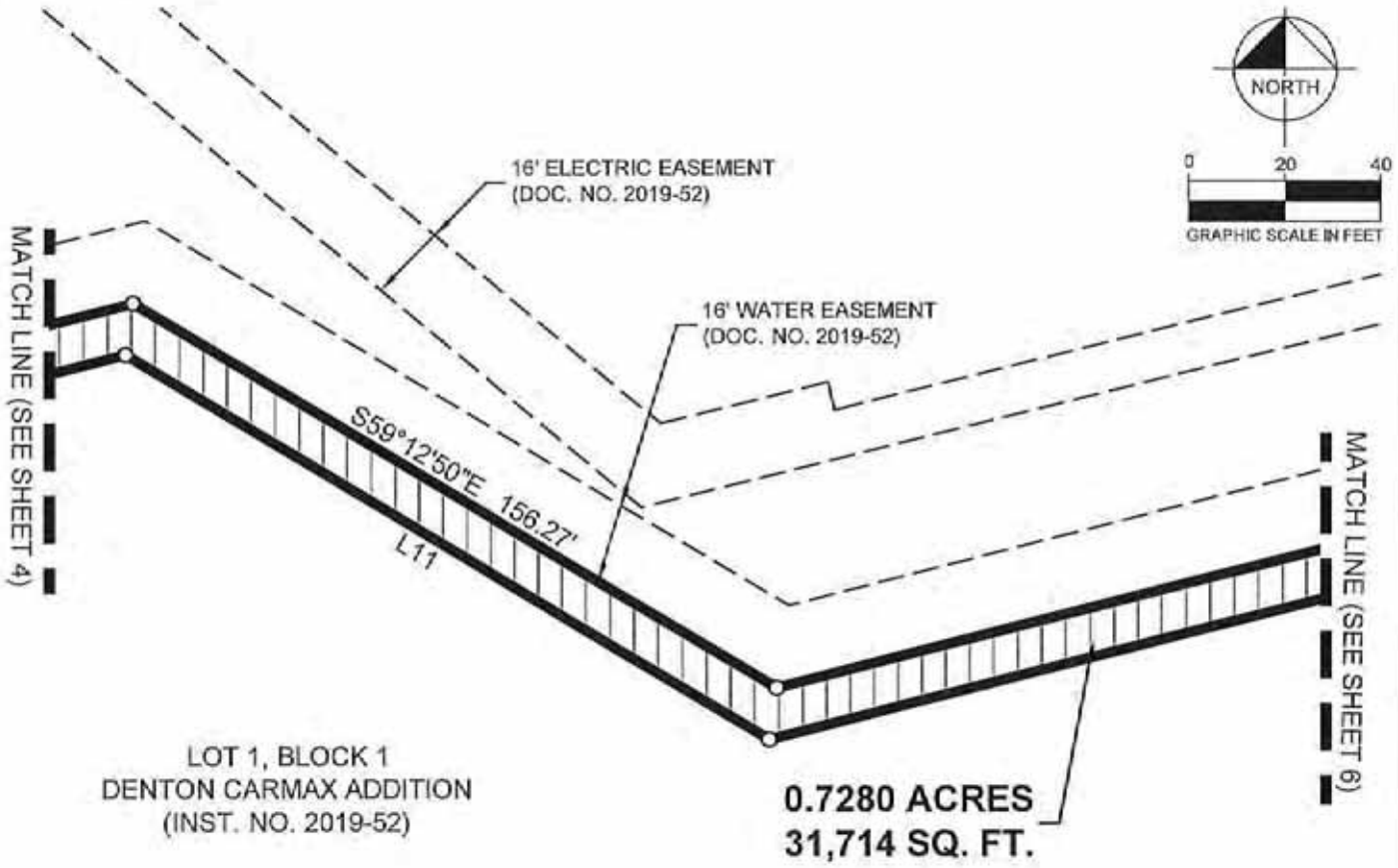
LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	4 OF 8



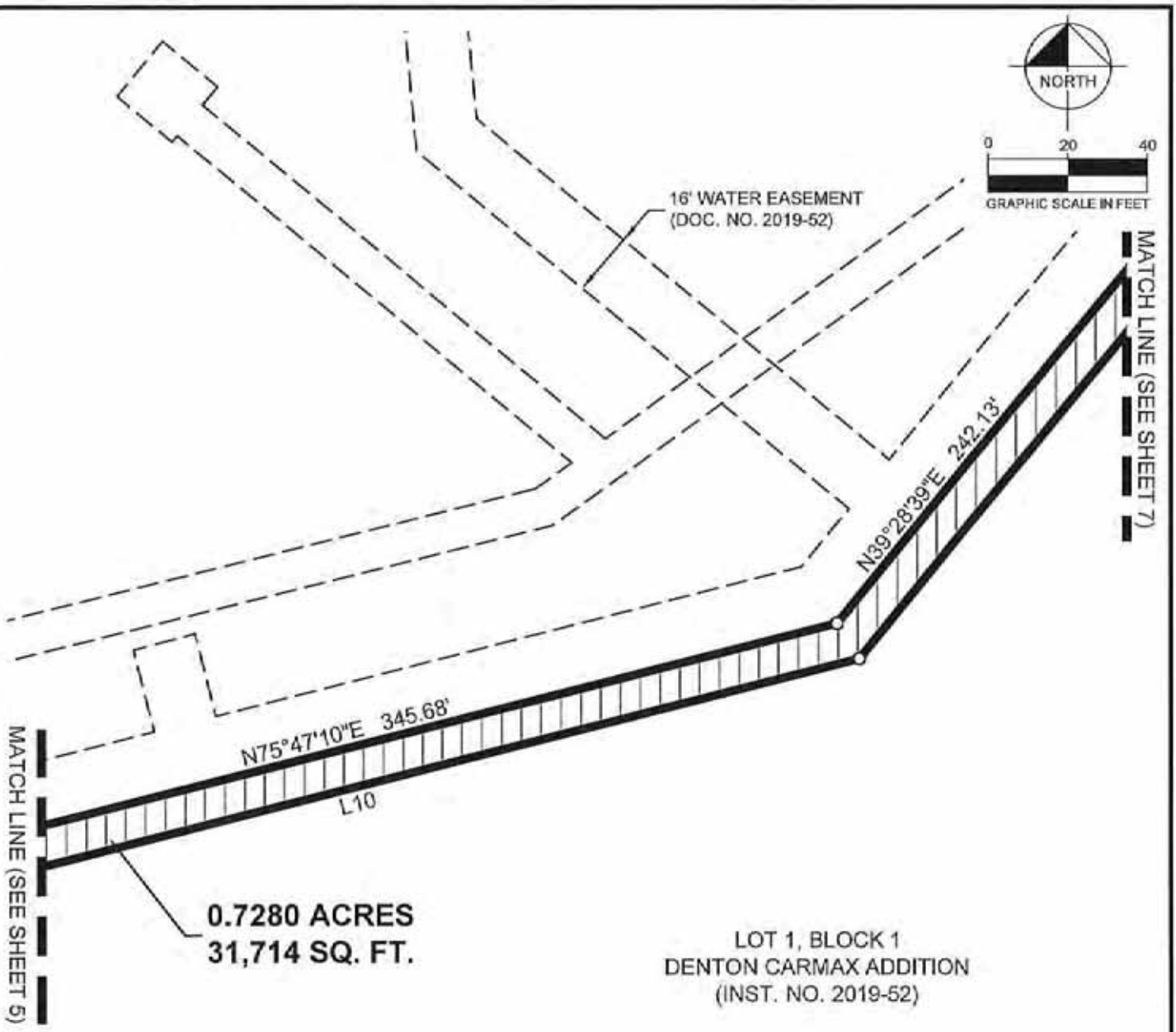
LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	5 OF 6



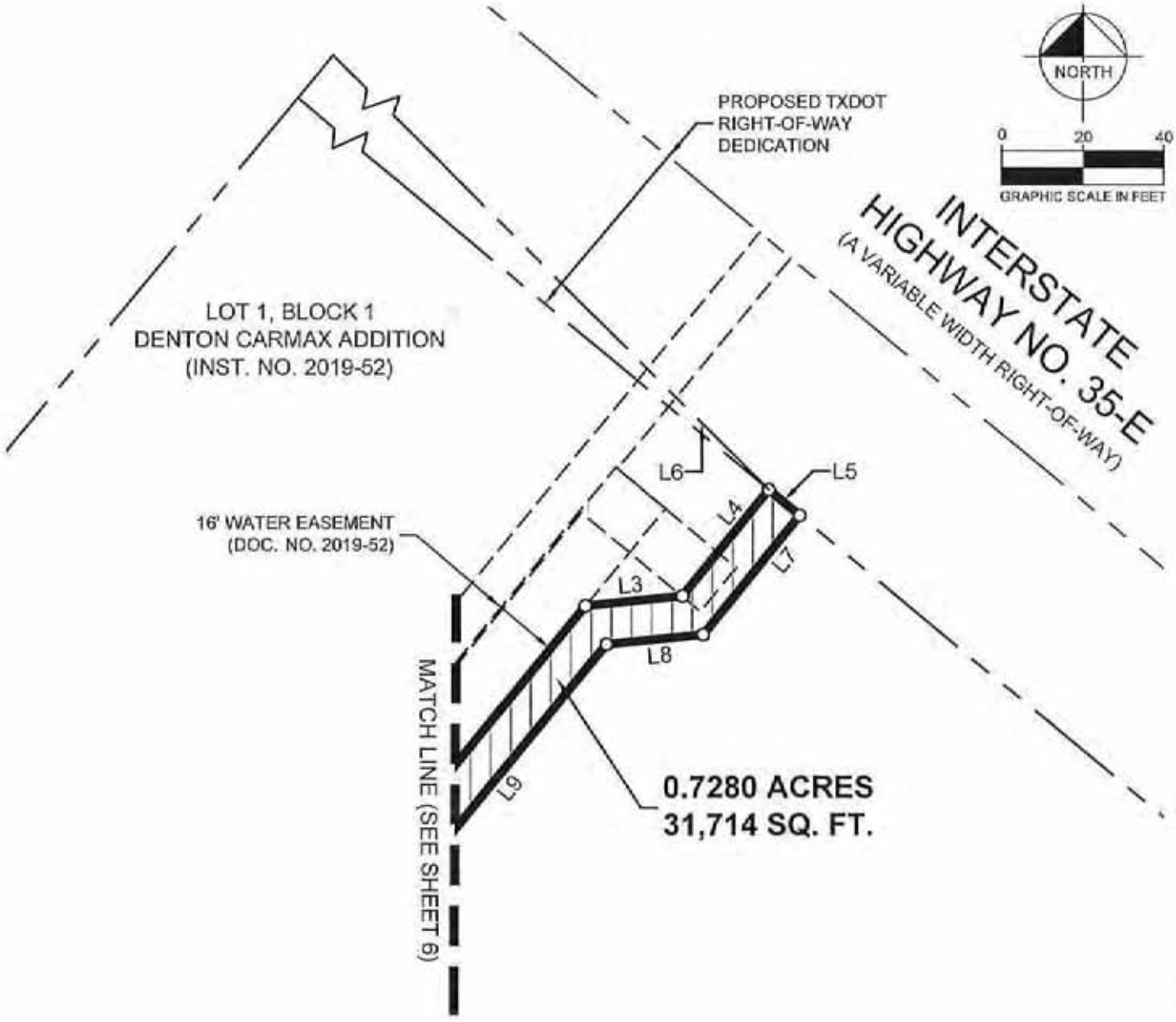
LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	6 OF 8



LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	7 OF 8

LINE TABLE		
NO.	BEARING	LENGTH
L1	S13°34'46"E	60.42'
L2	N75°47'10"E	71.52'
L3	N84°13'03"E	24.07'
L4	N39°10'34"E	33.86'
L5	S50°23'38"E	10.00'
L6	N45°27'26"W	553.73'
L7	S39°10'34"W	37.93'
L8	S84°16'10"W	24.08'
L9	S39°26'39"W	241.32'
L10	S75°47'10"W	353.10'
L11	N59°12'50"W	156.27'
L12	S75°47'10"W	85.11'
L13	N54°21'41"W	488.28'
L14	N13°34'46"W	61.21'
L15	N50°23'42"W	512.05'
L16	S38°03'08"W	59.87'
L17	N50°16'45"W	20.02'

WATER AND WASTEWATER EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/3/2021	061024039	8 OF 8

LEGAL DESCRIPTION

BEING a tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of Lot 1, Block 1, Denton Carmax Addition, an addition to the City of Denton, Texas according to the plat recorded in Instrument No. 2019-52 of the Official Public Records of Denton, Texas, and being more particularly described as follows:

COMMENCING at the northernmost northwest corner of said Lot 1;

THENCE South 38°04'28" West, along the northernmost northwest line of said Lot 1, a distance of 79.83 feet to the **POINT OF BEGINNING;**

THENCE departing the said northernmost northwest line of said Lot 1, South 50°16'45" East, a distance of 20.02 feet to a point for corner;

THENCE the following nine (9) calls:

North 38°03'08" East, a distance of 59.87 feet to a point for corner;
South 50°23'42" East, a distance of 512.05 feet to a point for corner;
South 13°34'46" East, a distance of 61.21 feet to a point for corner;
South 54°21'41" East, a distance of 488.28 feet to a point for corner;
North 75°47'10" East, a distance of 85.11 feet to a point for corner;
South 59°12'50" East, a distance of 156.27 feet to a point for corner;
North 75°47'10" East, a distance of 353.10 feet to a point for corner;
North 39°28'39" East, a distance of 241.32 feet to a point for corner;
North 84°16'10" East, a distance of 24.08 feet to a point for corner;

THENCE North 39°10'34" East, a distance of 37.93 feet to a point for corner; from said point the northernmost northeast corner of said Lot 1 bears North 45°32'41" West, a distance of 563.70 feet;

THENCE the following twelve (12) calls:

South 50°23'38" East, a distance of 25.00 feet to a point for corner;
South 39°10'34" West, a distance of 48.12 feet to a point for corner;
South 84°16'10" West, a distance of 24.15 feet to a point for corner;
South 39°28'39" West, a distance of 239.22 feet to a point for corner;
South 75°47'10" West, a distance of 371.66 feet to a point for corner;
North 59°12'50" West, a distance of 156.27 feet to a point for corner;
South 75°47'10" West, a distance of 86.37 feet to a point for corner;
North 54°21'41" West, a distance of 509.19 feet to a point for corner;
North 13°34'46" West, a distance of 62.18 feet to a point for corner;
North 50°23'42" West, a distance of 478.04 feet to a point for corner;
South 38°03'08" West, a distance of 59.92 feet to a point for corner;

CONTINUED ON SHEET 3

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	2/8/2021	061024039	1 OF 9

LEGAL DESCRIPTION (CONTINUED)

THENCE North 50°16'45" West, a distance of 45.04 feet to a point for corner in the said northernmost northwest line of Lot 1;

THENCE North 38°04'28" East, along the said northernmost northwest line of Lot 1; a distance of 25.01 feet to the **POINT OF BEGINNING** and containing 51,500 square feet or 1.1823 acres of land.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

2/9/21

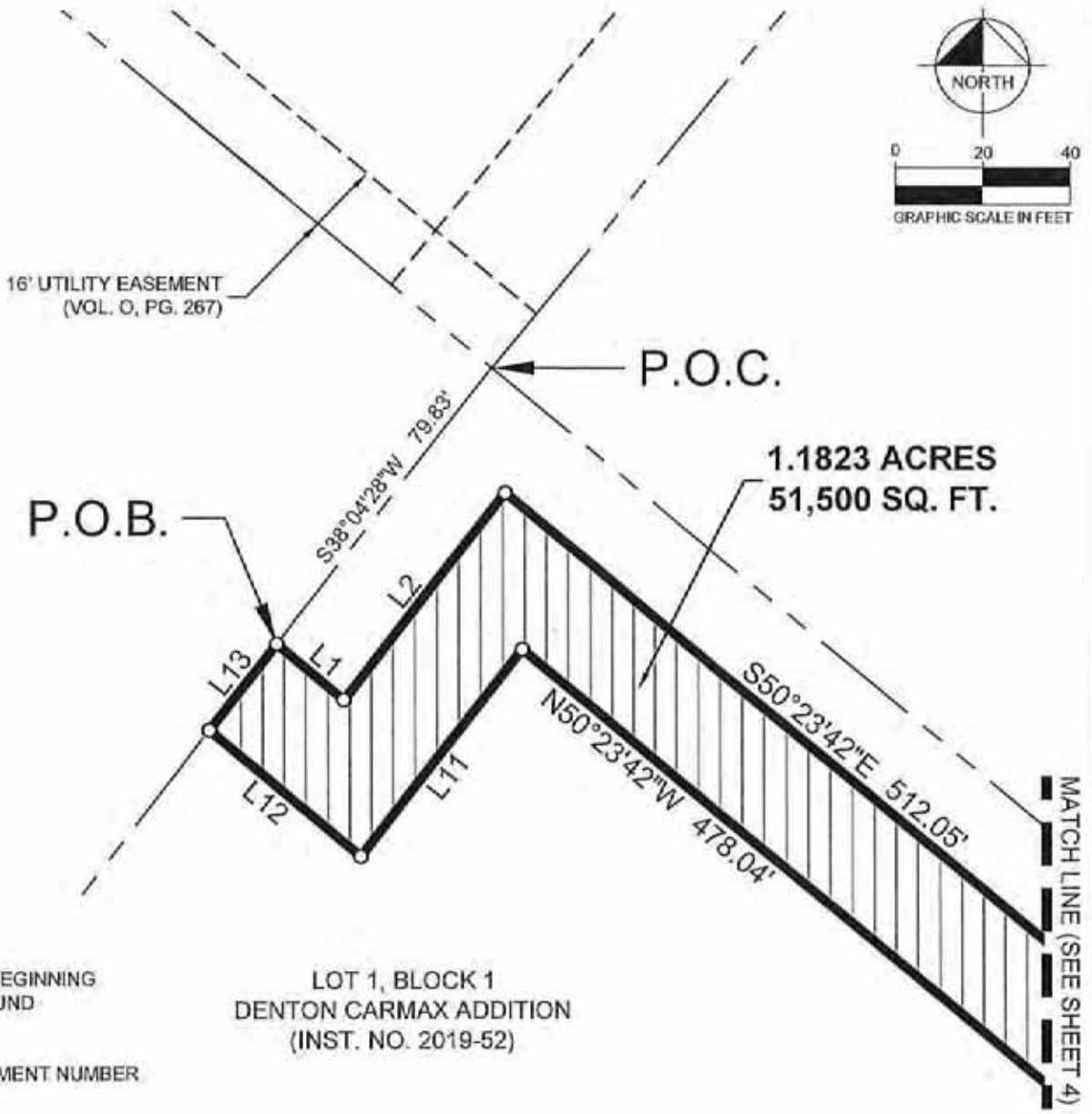
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	2/9/2021	061024039	2 OF 9



LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

LOT 1, BLOCK 1
DENTON CARMAX ADDITION
(INST. NO. 2019-52)

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

2/8/21

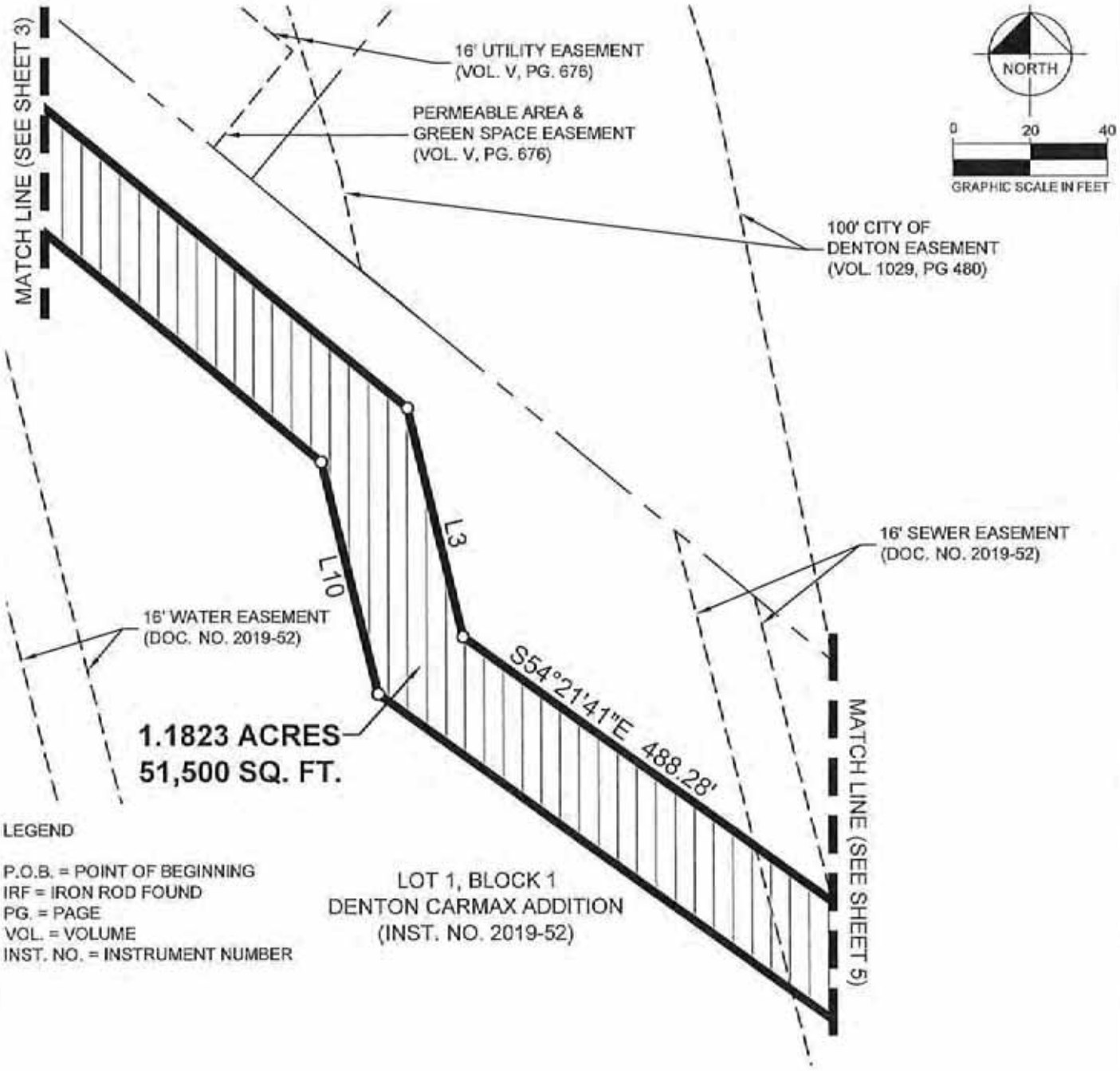
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	3 OF 9



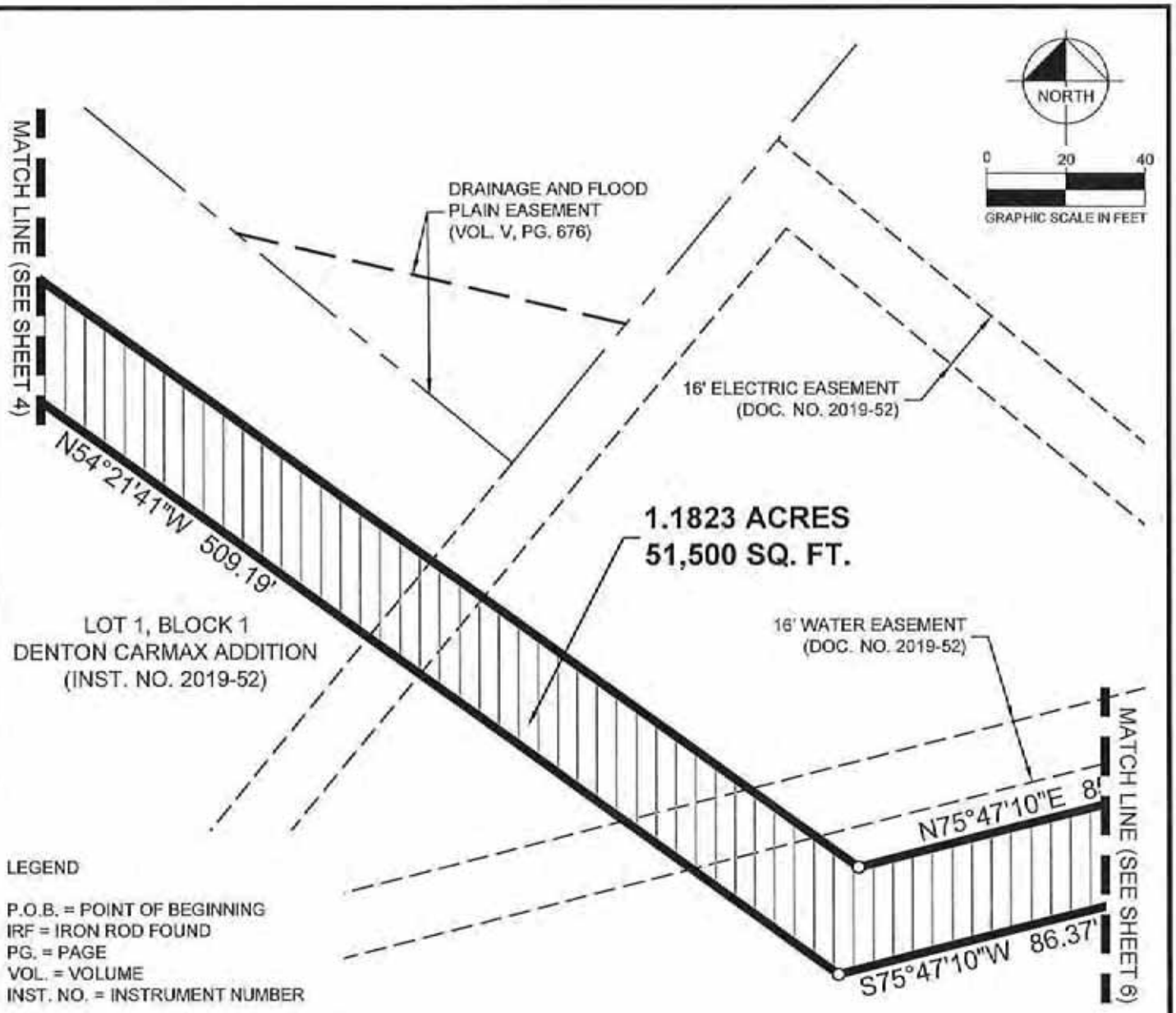
LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	4 OF 9



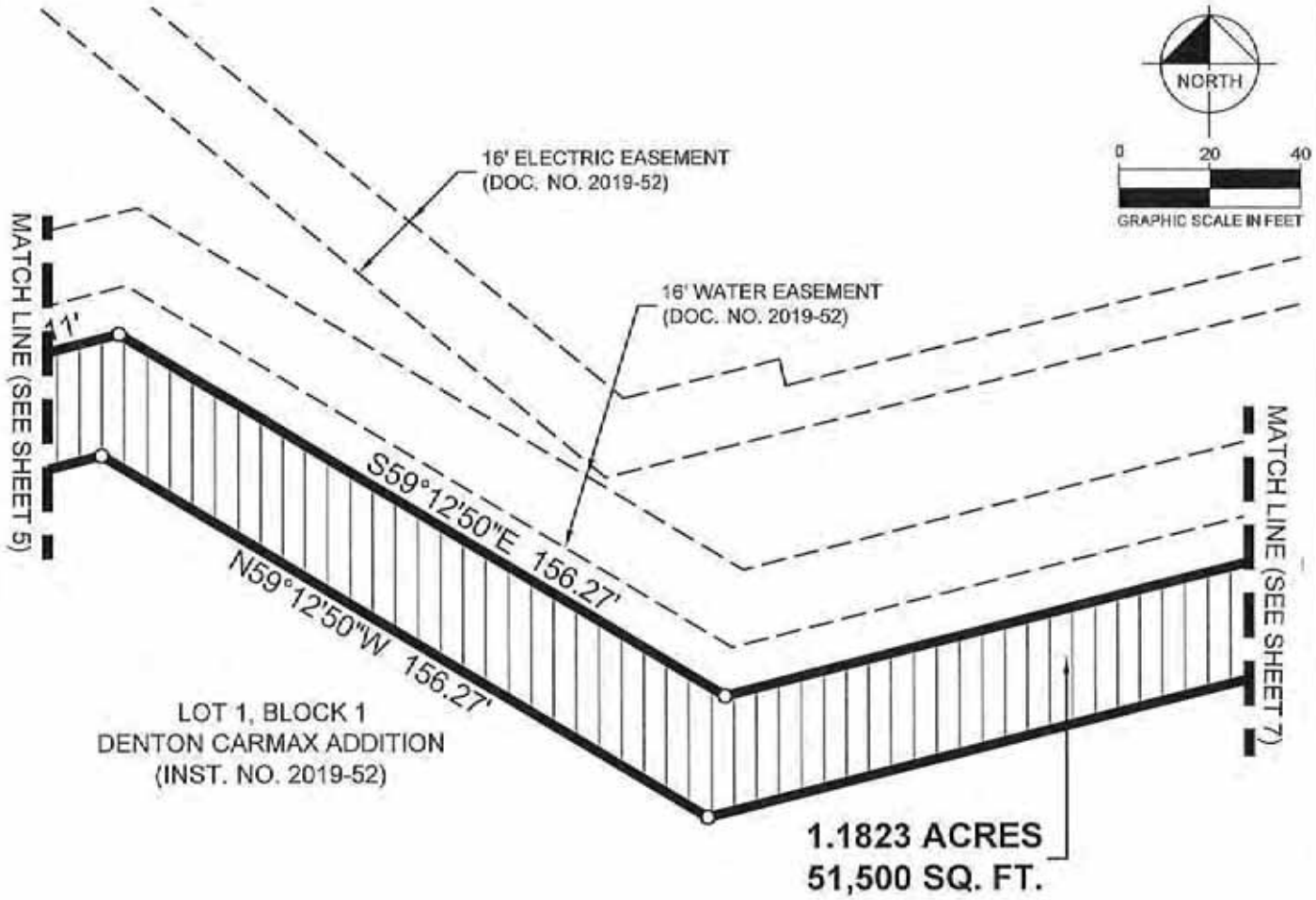
LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	5 OF 9



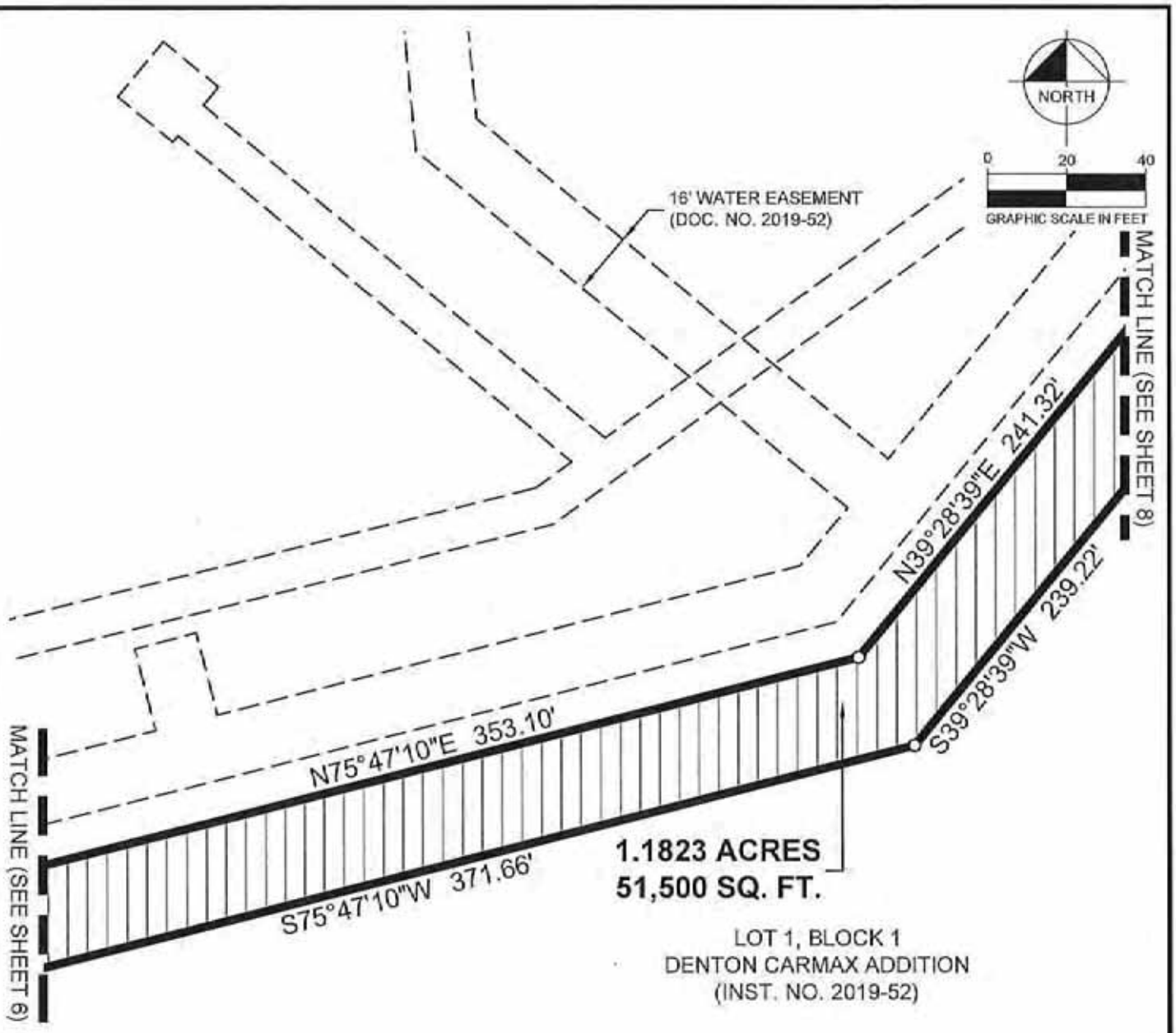
LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	6 OF 9



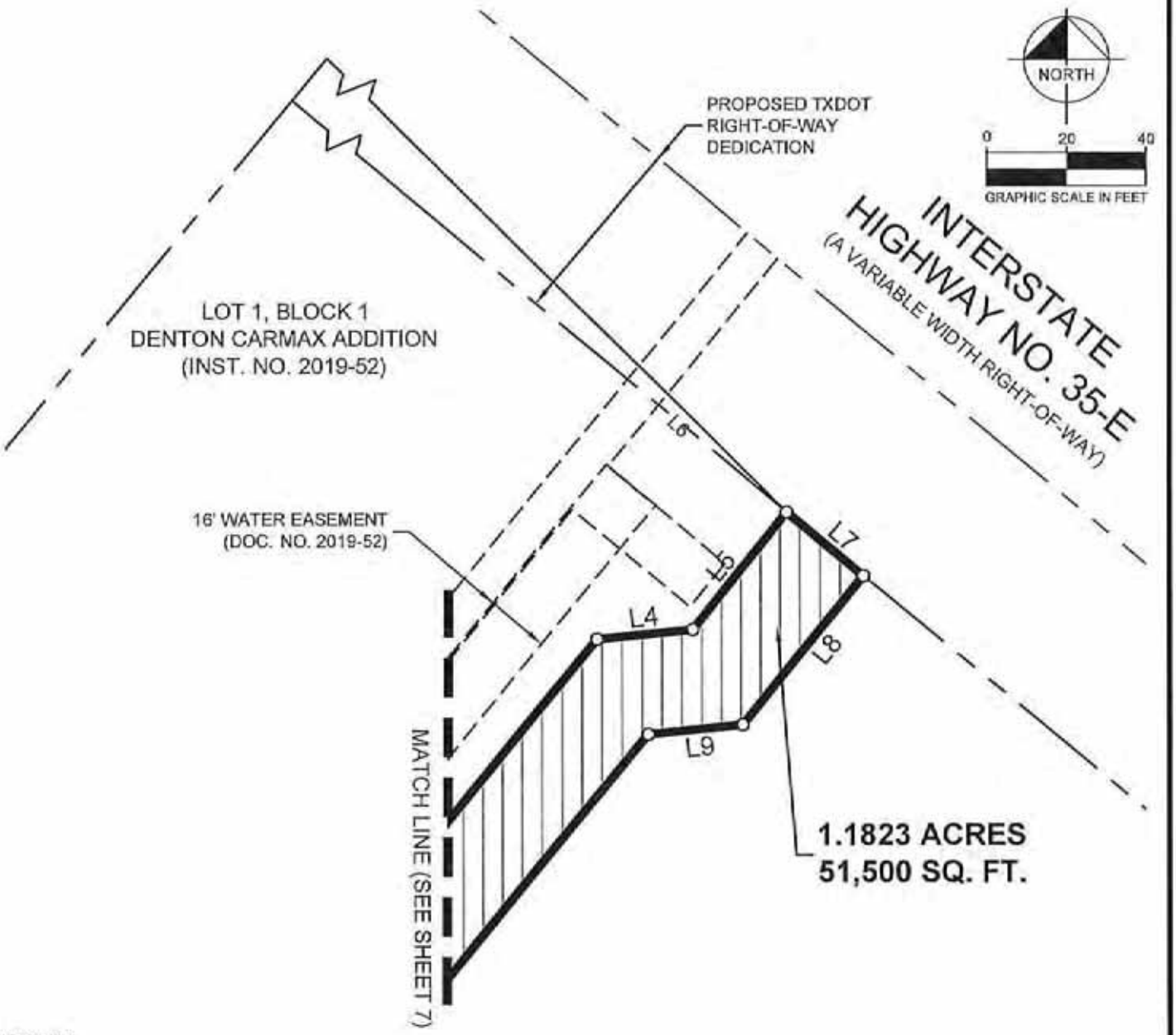
LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
501 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	7 OF 9



LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	8 OF 9

LINE TABLE		
NO.	BEARING	LENGTH
L1	S50°16'45"E	20.02'
L2	N38°03'08"E	59.87'
L3	S13°34'46"E	61.21'
L4	N84°16'10"E	24.08'
L5	N39°10'34"E	37.93'
L6	N45°32'41"W	563.70'
L7	S50°23'38"E	25.00'
L8	S39°10'34"W	48.12'
L9	S84°16'10"W	24.15'
L10	N13°34'46"W	62.18'
L11	S38°03'08"W	59.92'
L12	N50°16'45"W	45.04'
L13	N38°04'28"E	25.01'

TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1
DENTON CARMAX ADDITION
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	2/8/2021	061024039	9 OF 9

TxDOT Highway Project Number: 0196-02-109
TxDOT Parcel 68

RCSJ 0196-01-100
From: South of Mayhill
To: South of SL 288

Utility Longitudinal Stations:
Sta 1731+41 LT to Sta 1731+61 LT

Existing Easement

Volume V, Page 225

PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc., dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, Its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof..

EXECUTED THIS 3rd day of May, 19 72.

ATTEST

M.F.A., INC.

By: T. W. Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared T. W. Reilly, President whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said M. F. A., Inc. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day May, A. D. 19 72

(L. S.)

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 1973

Dallas Printing Co., Dallas

TRACT NO. 1: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

BEGINNING at a right-of-way marker at the East side of State School Road;

THENCE North 67° 56' East with a fence 110.3 feet to a right-of-way monument on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South 58° 23' 30" East with said right-of-way 283.8 feet to a monument;

THENCE South 50° 21' East with said right-of-way 331.0 feet to a fence corner;

THENCE South 1° 09' West with a fence 12.67 feet to a marker;

THENCE North 50° 21' West a distance of 338.8 feet to an angle point;

THENCE North 58° 23' 30" West a distance of 278.6 feet to an angle point;

THENCE South 67° 56' West a distance of 109.39 feet to an angle point;

THENCE North 2° 0' East 10.83 feet to the place of beginning.

TRACT NO. 2: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

BEGINNING at fence corner on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South 50° 21' East with said right-of-way 3055.2 feet to fence corner;

THENCE South 32° 33' West with a fence 10.16 feet to an angle point;

THENCE North 50° 21' West a distance of 3048.8 feet to an angle point;

THENCE North 1° 51' East a distance of 12.67 feet to the point of beginning.

Grantor reserves the right from time to time to construct one or more streets for vehicular and/or pedestrian right-of-way over and across the easement area for ingress and egress for the remaining portion of Grantor's land to Interstate Highway 35, and City agrees to bury the water/sewer pipe line contemplated hereby at a sufficient depth so that such streets may be constructed by Grantor at no additional cost by reason of said pipeline. In addition, City grants the right to Grantor to tap into the water/sewer pipeline as is necessary to service the improvements to be constructed on that portion of Grantor's property which lies within the City limits of the City of Corinth provided, however, that Grantor shall be obligated to pay the standard tap-in fee charged by the City in such cases.

EXHIBIT "A"

FILED FOR RECORD: 18th DAY OF October A.D.1972 at 12:45 o'clock P M.
RECORDED: 25th DAY OF October A.D.1972 at 11:20 o'clock A. M.
BY E. Heinrich DEPUTY

THETA PARKER, COUNTY CLERK
DENTON COUNTY, TEXAS

Cab V Pg 1076

NUMBER

DRAWING NUMBER V

DRAWING NUMBER 676

GENERAL NOTES:
Water service to be provided by the City of Denton.

Sanitary sewer to be handled by the City of Denton.

Telephone Service to be handled by the Street, P.O. Box 1719, Decatur, Texas 76234, Ph. 940-627-8901.

Electric Service to be handled by Cserv, 740 S. Stemmons, Denton, Texas 76205, Ph. 800-274-4014.

The maintenance of paving, grading and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owners and do not constitute acceptance of same for maintenance purposes by the City of Denton.

No Deed Restrictions imposed on this plat.

FLOOD STATEMENT: I have consulted the F.I.R.M. Flood Insurance Rate Map for the City of Denton, Denton County, Texas, Community Number 480194, effective date April 2, 1997 and that map indicates that a portion of this property is located in ZONE AE, which is defined as "Areas subject by the 100-year flood with base flood elevations determined" and a portion is in Non-Shaded ZONE X, which is defined as "areas determined to be outside the 500-year flood" as shown on Panel 287 E of said map.

Proposed 4' Concrete Sidewalk set 1' off of Property/Line along I-35 Service Road



LEGEND

OWNER: Jim McNatt & The Al McNatt Family Partnership, Ltd
6060 North Bell Avenue
Denton, Tx 76201
CONTACT: Al McNatt
Ph# 940-382-1020

100 0 100 200 300
GRAPHIC SCALE - FEET

WHEREAS, Jim McNatt & The Al McNatt Family Partnership, Ltd., through its duly sworn representative, Al McNatt, is the owner of that certain tract of land situated in the GIDEON WALKER SURVEY, ABSTRACT NUMBER 1330, Denton County, Texas, and being a called 15.0031 acre tract described in deed from Mark L. McNatt to The Al McNatt Family Partnership, Ltd. as recorded in County Clerk's File Number 96-R0004054 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a capped iron rod found in the South line of Interstate Highway 35 Access Road for the most Northeasterly corner of the tract being described herein and the most Southeasterly corner of Lot 4A, Block A, of McNATT ADDITION, an addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded in Cabinet Q, Page 267, Plat Records of Denton County, Texas;

THENCE South 47 degrees 07 minutes 00 seconds East with the South right-of-way of said Access Road a distance of 936.28 feet to a 1/2" iron rod found for the most Southeasterly corner of the tract being described herein;

THENCE South 42 degrees 54 minutes 00 seconds West a distance of 698.42 feet to a 1/2" capped iron rod set for the most Southwesterly corner of the tract being described herein;

THENCE North 47 degrees 08 minutes 24 seconds West a distance of 935.68 feet to a 1/2" capped iron rod set for the most Northwesterly corner of the tract being described herein and the most Southwesterly corner of said McNatt Addition;

THENCE North 42 degrees 51 minutes 02 seconds East with the most Southerly line of said McNatt Addition a distance of 683.21 feet to the POINT OF BEGINNING and containing 15.02 acres of land more or less.

KNOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT Jim McNatt & The Al McNatt Family Partnership, Ltd., through it's duly sworn representative, Al McNatt, does adopt this plat designating the herein described property as McNatt Addition, Phase II, to the City of Denton, Denton County, Texas and does hereby dedicate to the public use forever, the streets rights-of-way and public easements shown hereon.

By: _____

STATE OF TEXAS

BEFORE ME, the undersigned Notary in and for the State of Texas, on this day personally appeared, Al McNatt, known to me to be the person, whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS 1st DAY OF May 2004.

Notary Public in the State of Texas
My Commission expires 1/4/2008

N. MCKINNEY
MY COMMISSION EXPIRES
April 2, 2008

SURVEYORS CERTIFICATE

I, John E. Thompson a Registered Professional Land Surveyor, do hereby certify that this plat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "Alliance" under my direction and supervision in accordance with the Ordinances of the City of Denton, Texas.

JE Thompson 05-14-04
John E. Thompson, R.P.L.S. # 4857 Date

CERTIFICATE OF APPROVAL

Approved this 18th day of May 2004 by the Planning Commission for the City of Denton, Texas.

Chairman

City Secretary: Jennifer Walters

PRIVATE DRAINAGE AND DRAINAGE EASEMENT

As per Subdivision and Land Development Regulations and subject to the following conditions that shall be binding upon the owners, the heirs, grantees, and successors, the portion of Block A, as shown on the plat, is called "Private Drainage & Detention Easement". The private drainage & detention easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot(s) that are traversed by or adjacent to the private drainage & detention easement. The City of Denton will not be responsible for the maintenance and operation of said easements for any damage to private property or person that results from conditions in the easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the private drainage & detention easement, as herein above defined, unless approved by the City of Denton. The property owner shall keep the private drainage & detention easement clear of debris, silt, and any substance that will result in unsanitary conditions, or obstruct the flow of water. And, the City of Denton shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any unsanitary conditions that may occur. The natural drainage through the private drainage & detention easement is subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City of Denton shall not be held liable for any of these natural phenomena, or resulting from the failure of any structure, or structures, within the easement.

PERMEABLE AREA/GREEN SPACE EASEMENT

No building, structures, parking lot, fire lane, road, or other impermeable improvements shall be constructed or installed in the permeable area/green space area. No impermeable improvements are to be made, except necessary driveway access and construction plans shall be submitted for review and approval by the City of Denton for all public and private drainage systems. Other rules and regulations related to platting in the City of Denton Subdivision and Land Regulations would apply.

Gol, Sal Pol
R179455 Alyson Walker
TR 168A, ES. 067/alc
SD2378A

ALLIANCE AREA SURVEYING
P.O. BOX 507
KRUM, TX 76249
(940)482-6723

JOB NUMBER:	001542PP
DRAWN BY:	MRE
CHECKED BY:	JET
DATE:	03-12-01
REVISIONS:	04-01-01 05-13-04/S.P.A./Rem'L

FINAL PLAT
McNATT ADDITION, PHASE II
LOTS 1, 2 & 3, BLOCK A

BEING 15.02 ACRES IN THE GIDEON WALKER SURVEY, ABSTRACT # 1330 CITY OF DENTON, DENTON COUNTY, TEXAS

Filed for Record in: Denton County
On: Dec 21, 2004 at 02:40P
Document Number: 152760
Receipt #: 45240
By: (Illegible)
Deputy
Fee: 15.00
Denton County - Cynthia Mitchell

LEGAL DESCRIPTION

BEING a tract of land situated in the Gideon Walker Survey, Abstract No. 1330, City of Denton, Denton County, Texas, and being part of Lot 2, Block A, McNatt Addition, Phase II, an addition to the City of Denton, Texas according to the plat recorded in Volume V, Page 676 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point in the southwest line of said Lot 2; from said point a 1/2-inch iron rod found for the south corner of Lot 1, Block A, James Wood Autopark Addition, Phase II, an addition to the City of Denton, Texas according to the plat recorded in Volume R, Page 255 of said Plat Records bears North 50°23'42" West, a distance of 870.69 feet;

THENCE departing the said southwest line of Lot 2, North 38°54'54" East, a distance of 231.19 feet to a point for corner;

THENCE North 6°05'01" West, a distance of 19.55 feet to a point for corner;

THENCE North 38°55'07" East, a distance of 129.73 feet to a point for corner;

THENCE South 50°21'36" East, a distance of 16.00 feet to a point for corner;

THENCE South 38°55'07" West, a distance of 122.90 feet to a point for corner;

THENCE South 6°05'01" East, a distance of 19.55 feet to a point for corner;

THENCE South 38°54'54" West, a distance of 238.02 feet to a point for corner in the said southwest line of Lot 2; from said point the south corner of said Lot 2 bears South 50°23'42" East, a distance of 432.99 feet;

THENCE along the said southwest line of Lot 2, North 50°23'42" West, a distance of 16.00 feet to the **POINT OF BEGINNING** and containing 0.1398 acres or 6,088 square feet of land.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

11/16/20

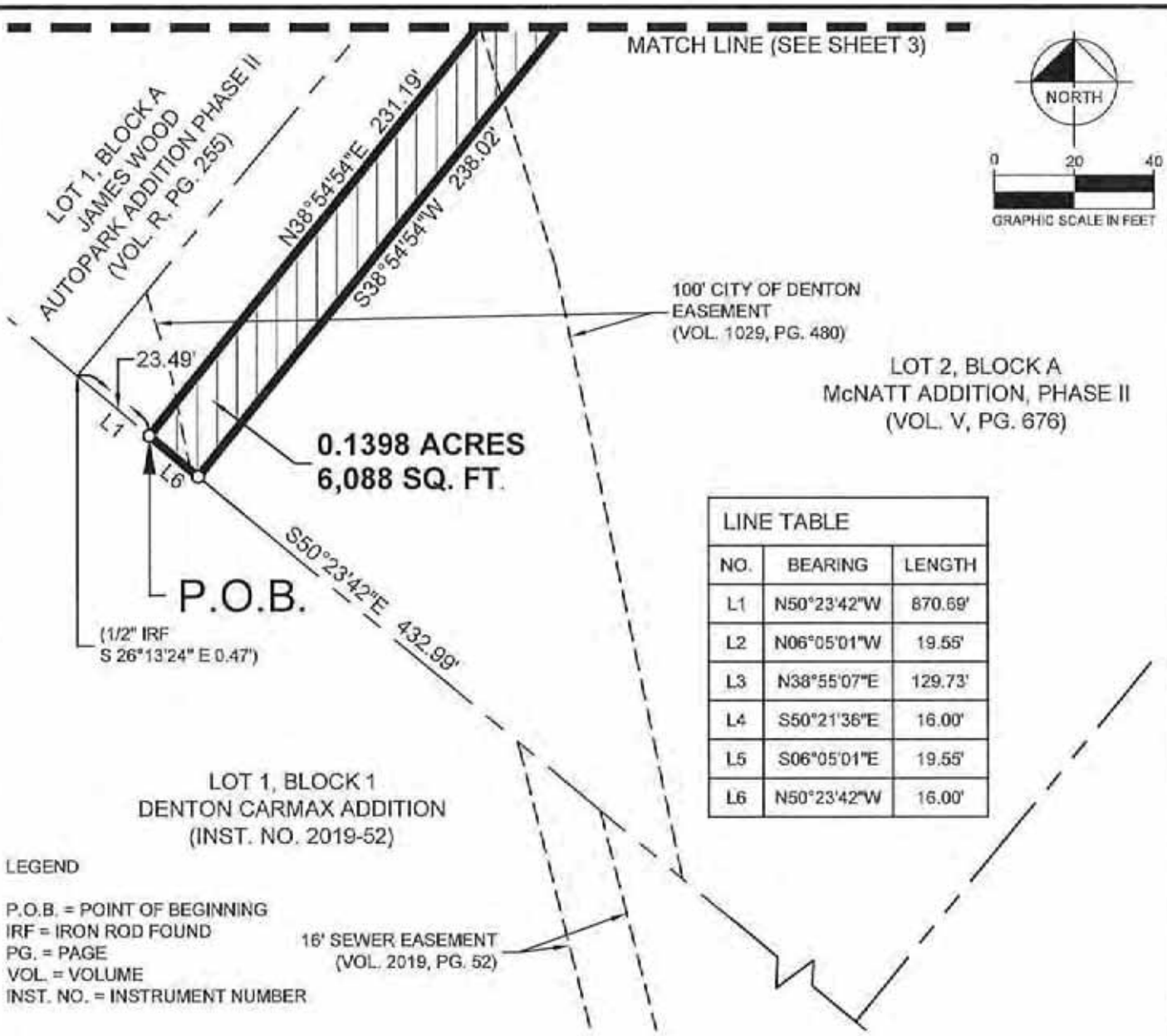
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	MCB	11/16/2020	061024039	1 OF 3



LINE TABLE		
NO.	BEARING	LENGTH
L1	N50°23'42"W	870.69'
L2	N06°05'01"W	19.55'
L3	N38°55'07"E	129.73'
L4	S50°21'36"E	16.00'
L5	S06°05'01"E	19.55'
L6	N50°23'42"W	16.00'

LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

11/16/20

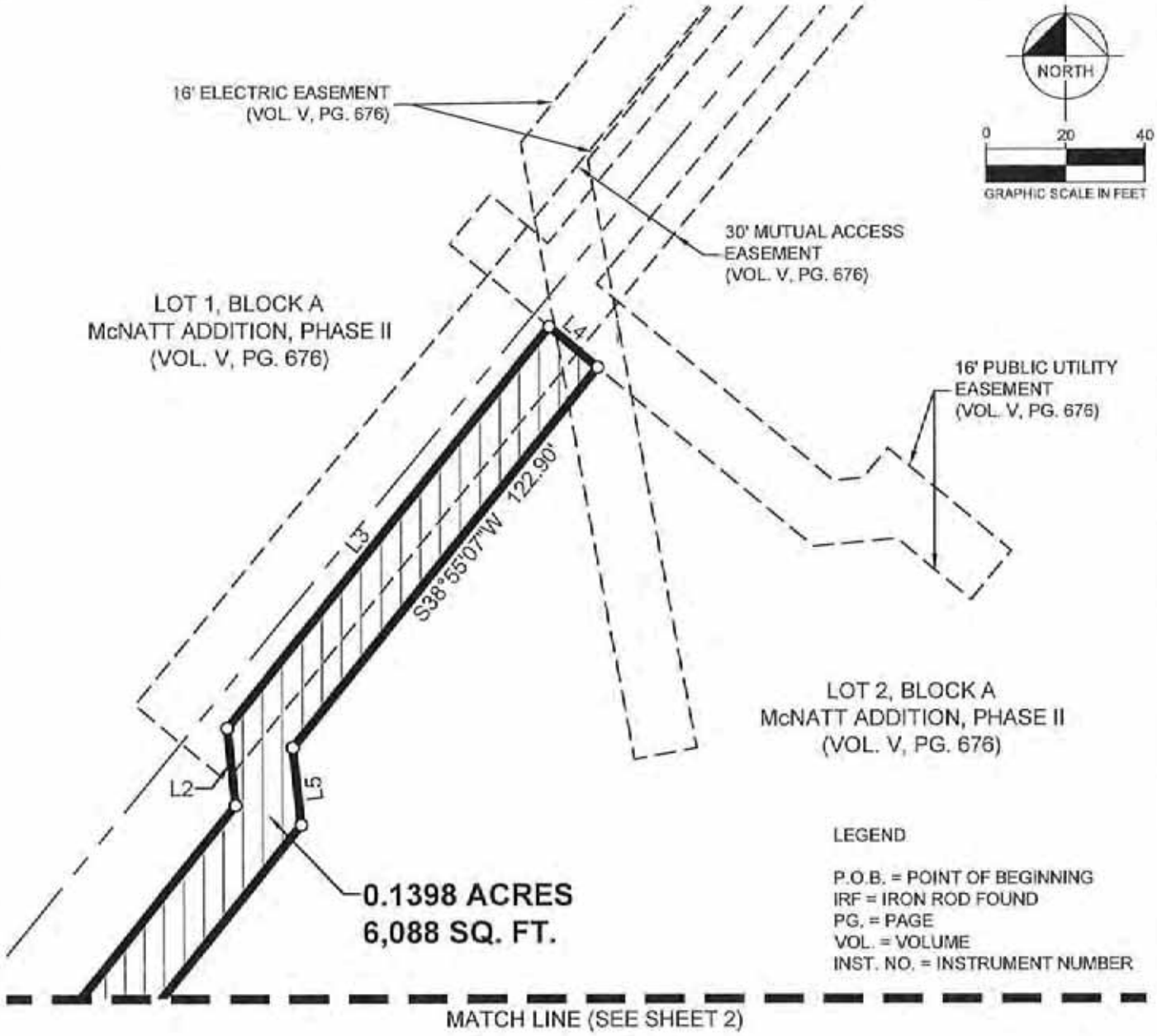
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	11/16/2020	061024039	2 OF 3



LEGEND

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
PG. = PAGE
VOL. = VOLUME
INST. NO. = INSTRUMENT NUMBER

MATCH LINE (SEE SHEET 2)

WATER AND WASTEWATER EASEMENT
PART OF LOT 2, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	CRG	MCB	11/16/2020	061024039	3 OF 3

TxDOT Highway Project Number: 0196-02-109
TxDOT Parcel 70

RCSJ 0196-01-100
From: South of Mayhill
To: South of SL 288

Utility Longitudinal Stations:
Sta 1736+11 LT to Sta 1736+31 LT

Existing Easement

Volume V, Page 676

PART OF LOT 1, BLOCK A
McNATT ADDITION, PHASE II
GIDEON WALKER SURVEY, ABSTRACT NO. 1330
CITY OF DENTON, DENTON COUNTY, TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

18424

That M.F.A., INC.

of the County of Tarrant, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in G. Walker Survey, Abstract No. 1330, Denton County, Texas, more particularly described in deed from Sanders Campbell to M.F.A., Inc., dated February 4, 19 69, and recorded in Volume 579, Page 701, of the Deed Records of said County and containing 326.2 acres, in, on and over the tracts of land set forth and described in Exhibit "A", which is attached hereto and made a part hereof for all purposes, and SUBJECT TO THE RESERVATION of right in favor of Grantor as set forth therein; and, additionally, City shall have the right to use a strip 15 feet in width adjacent to the West boundary line of the tract set forth and described in Exhibit "A" for and during, and only during, the period of construction of the said water/sewer line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, Its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof..

EXECUTED THIS 3rd day of May, 19 72.

ATTEST

M.F.A., INC.

By: T. W. Reilly

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared T. W. Reilly, President whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said M. F. A., Inc. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day May, A. D. 19 72

(L. S.)

Ann Johnson ANN JOHNSON
Notary Public, Tarrant County, Texas

My Commission Expires June 1, 1973

Dallas Printing Co., Dallas

TRACT NO. 1: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

BEGINNING at a right-of-way marker at the East side of State School Road;

THENCE North 67° 56' East with a fence 110.3 feet to a right-of-way monument on the Southwest right-of-way of Interstate Highway 35-E;

THENCE South 58° 23' 30" East with said right-of-way 283.8 feet to a monument;

THENCE South 50° 21' East with said right-of-way 331.0 feet to a fence corner;

THENCE South 1° 09' West with a fence 12.67 feet to a marker;

THENCE North 50° 21' West a distance of 338.8 feet to an angle point;

THENCE North 58° 23' 30" West a distance of 278.6 feet to an angle point;

THENCE South 67° 56' West a distance of 109.39 feet to an angle point;

THENCE North 2° 0' East 10.83 feet to the place of beginning.

TRACT NO. 2: All that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, being out of the G. Walker Survey, Abstract No. 1330, and being more particularly described as follows:

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: **July 21, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2026 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the City Manager, or designee, to execute agreements necessary in furtherance thereof; authorizing the City Manager, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.

STRATEGIC ALIGNMENT

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

BACKGROUND

Community Development Funding Overview

As a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program funds, the City of Denton is required to submit a five-year Consolidated Plan for Housing and Community Development (Con Plan) and a corresponding Action Plan annually to the U.S. Department of Housing and Urban Development (HUD). These federal funds are received annually to support the Con Plan and the activities outlined in the City's annual Action Plan. In 2023, the city submitted a five-year Con Plan for program years 2023 through 2027.

The annual Action Plan is developed based on the strategies outlined in the Con Plan and describes how funds are allocated each Program Year. The annual Action Plan is reviewed and approved by City Council for submission to HUD.

The Community Services Advisory Committee (CSAC) advises Council on programs, services, and the use of public resources to address complex societal problems (such as economic instability, housing, and homelessness) and meeting community service needs. The CSAC reviews applications for the Community Development Block Grant Program annually and makes funding recommendations to the City Council, including the distribution of local (General Fund) and federal (CDBG and HOME) funding sources.

At the June 16 public hearing, public comment was solicited on CSAC funding recommendations for the 2026 Action Plan. No comments were received during the public hearing.

Citizen Participation

To gather public input for the 2026 Action Plan, staff held a public hearing on October 28, 2025, and distributed an online survey requesting citizen input on the use of CDBG and HOME funds. A summary of online survey results is included in Exhibit 2 of the 2026 Action Plan. A final Public Hearing was held on June 16 during a regular session of the City Council to gather feedback on the 2026 Action Plan. Community engagement activities, including public hearings and survey distribution, are outlined below.

1. Information was sent via email listserv to interest citizens, previous clients, committee members, local churches, lenders and realtors who participate in the City's housing programs, neighborhood associations, and social services agencies.
2. Newspaper advertisements were posted in the Denton Record Chronicle.
3. Information was sent to City Council members through the Friday report.
4. Information was posted on social media**.**

Available Funding

The City of Denton's 2026 Action Plan reflects local (General Fund) and federal (CDBG and HOME) funding allocations for the Community Development Grant Program. The City's General Fund allocation is included in the 2026 Action Plan to reflect the City's investment to be leveraged with federal funds; however, these recommendations will be considered for approval by the City Council during the normal budgeting cycle for FY 2026-27. The total grant funding proposed for the FY 2026-27 program year is $1,872,958.33, as outlined in Figure 1.

Figure 1: Funding Summary by Funding Source

FUNDING SOURCE	FUNDING AMOUNT	SET-ASIDES	26/27 CSAC ALLOCATION
Community Development Block Grant – Final	1,140,961.00		1,020,012.28
Community Development Block Grant - Program Income[1]	4,000.00		
Community Development Reallocated Funds[3]	103,243.28		
Community Development Block Grant – Administration[2]		228,192.00	
CDBG TOTAL	1,248,204.28	228,192.00	1,020,012.28
HOME Investment Partnership Grant - Final	486,606.05		437,946.05
HOME Investment Partnership Grant – Administration[2]		48,660.00	
HOME TOTAL	486,606.05	48,660.00	437,946.05
General Funds	1,345,526.00		415,000.00
General Funds – Homeless Initiatives		930,526.00	
GENERAL FUNDS TOTAL	1,345,526.00	930,526.00	415,000.00
TOTAL	**3,080,336.33**	**1,207,378.00**	**1,872,958.33**

[1]CDBG Estimated Program Income will be adjusted based on actual program income at the end of the program year.

[2]HUD allows a maximum percentage of the grant for administration (CDBG 20%/HOME 10%). Set-aside is based on costs for 2 FTE.

[3]The reallocated funds are residual balances from completed projects/programs.

Committee Recommendations
The CSAC met Friday, May 8, 2026, to consider the 2026-2027 Community Development Grant Program recommendations. The committee reviewed the cumulative results of committee members' scoring and funding recommendations to make final funding recommendations as a group. A summary of the funding recommendations and project descriptions is included in Exhibit 3. Below is a summary of the total funds recommended by application type (Figure 2).

Figure 2: 26-27 Funding Recommendations by Project Type

Application Type	Total Funding Recommended
Human Services	$586,144.00
Housing Projects	$703,822.28
Public Facilities	$395,046.00
Total	$1,685,012.28

The committee recommended leaving $187,946.05 of HOME funds unallocated for now, with plans to assess how best to use them to support housing affordability after Council considers the affordable housing bond program. Staff will review options for allocating the remaining funds in the next year with the committee.

The CSAC funding recommendations are based on the final funding available from the Community Development Block Grant (CDBG), the HOME Investment Partnership Program (HOME), CDBG reallocated funds, and local program income, totaling $1,872,958.33. Funding recommendations will be adjusted proportionally based on the City's approved 2026-27 General Fund budget, anticipated in September.

Service Agreement
The Service Agreement template will be used to develop agreements between the City and the agency regarding the CSAC recommendation for funding human services and public facility improvements, including responsibilities, eligible activities, performance measures, and the duration of the agreement. (Exhibit 4). This ordinance provides the City Manager or designee with the authority to execute Service Agreements based on the funding recommendations, which will be considered for approval on July 21, 2026, for CDBG and HOME, and on September 22, for the General Fund, as included in Exhibit 3 and the 2026 Action Plan. The Service Agreements have been approved by the City Attorney's Office and are included in Exhibit 4.

ESTIMATED SCHEDULE OF PROJECT
Figure 3: 2026 Action Plan Timeline

Proposed Activity	Date
City Council considers approval of 2026 Action Plan and service agreement templates	July 21, 2026
Submission of 2026 Action Plan to HUD	Aug. 15, 2026
Execution of Service Agreement	Sept. 30, 2026
Start of 2026-2027 Community Development Grant Program Contracts	Oct. 1, 2026

FISCAL INFORMATION

All projects and programs approved under the 2026-27 Action Plan are funded with CDBG, HOME, and program income from the use of these funds. General Fund programs will be considered during the normal budgeting cycle by City Council for FY2026-27.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and 2026 Action Plan
Exhibit 3 – CSAC Funding Recommendations and Project Description
Exhibit 4 – Community Development Grant Agreement Templates

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared by:
Tamara Jones
Grants Program Coordinator

Luisa Garcia
Community Development Manager

ORDINANCE NO. 26-0944

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A 2026 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT WITH APPROPRIATE CERTIFICATIONS, AS AUTHORIZED AND REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AGREEMENTS NECESSARY IN FURTHERANCE THEREOF; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO SIGN RELEASES OF LIENS AND SUBORDINATION AGREEMENTS UPON CERTAIN CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton is concerned with the development of viable urban communities, including decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the City of Denton has a special concern for persons of low and moderate income; and

WHEREAS, the City of Denton, as a Community Development Block Grant Entitlement City and a HOME Investment Partnerships ("HOME") Participating Jurisdiction, has prepared, in accordance with its approved 2023-2027 Consolidated Plan for Housing and Community Development and through a citizen participation process, a program for utilizing its 2026 program year entitlement funds, program income, and reallocated funding from previous years in the approximate amount of $1,734,810.33 (the "2026 Action Plan); and

WHEREAS, citizen participation requirements, including the holding of public hearings, have been met; and

WHEREAS, implementation of the 2026 Action Plan will require the execution of agreements with program grantees and subrecipients and the execution of releases of liens or subordination agreements related to funding provided in connection with the Home Improvement Program, Homebuyer Assistance Program, Rental Repair Program and certain CDBG and HOME-related programs; NOW THEREFORE:

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager is hereby authorized to sign and submit to the Department of Housing and Urban Development the 2026 Action Plan, application, and appropriate certifications, attached hereto as Exhibit A and incorporated herein by reference, for entitlement

funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.

SECTION 3. The City Manager, or their designee, is hereby authorized to handle all fiscal and administrative matters related to the 2026 Action Plan and the 2023-2027 Consolidated Plan for Housing and Community Development, application and certifications, including any proportional increases or decreases in project or program funding required to match allocation amounts.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute subrecipient agreements and community development agreements in forms approved by the City Attorney with the agencies identified in the 2026 Action Plan for amounts not-to-exceed the funding amounts identified in the 2026 Action Plan, as deemed necessary by the City Manager and the City Attorney, or their respective designees, for the provision of funding pursuant to the 2026 Action Plan and for the satisfaction of applicable program requirements, and to expend general funds and Community Development Block Grant funds consistent therewith.

SECTION 5. The City Manager, or their designee, is hereby authorized to execute releases of lines, as approved by the City Attorney's Office, related to the funding provided through the 2025 Action Plan and the satisfaction of applicable program requirements.

SECTION 6. The City Manager, or their designee, is hereby authorized to execute subordination or similar agreements, as approved by the City Attorney's Office, related to the funding provided through the 2026 Action Plan and the satisfaction of applicable program requirements.

SECTION 7. The City Secretary is hereby authorized to furnish copies of the approved ordinance to all interested parties.

SECTION 8. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____

Joe Holland, District 4:	_____	_____	_____	_____
George Michael Ferrie Jr., At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray _____ Scott Bray
Deputy City Attorney

Exhibit A

2023-2027 City of Denton Consolidated Plan

FOR HOUSING & COMMUNITY DEVELOPMENT

2026 ACTION PLAN

HOUSEHOLDS	PRIORITY
43	AFFORDABLE HOUSING
270	MAKING HOMELESSNESS RARE, BRIEF & NONRECURRING
2,074	PUBLIC SERVICES
1,933	PUBLIC FACILITIES, IMPROVEMENTS & INFRASTRUCTURE

A REPORT FOR THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
Community Development Block Grant (CDBG) Program
HOME Investment Partnership (HOME) Program

OMB Control No: 2506-0117 (exp. 09/30/2021)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document serves as the City of Denton's 2026 Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the City of Denton is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2026-27 program year (October 1, 2026, through September 30, 2027) to address Denton's strategies stated in the 2023-2027 Consolidated Plan for Housing and Community Development. The 2026 Action Plan covers the fourth year of Denton’s current 2023-2027 Consolidated Plan for housing and community development.

The City of Denton is currently an entitlement city for the Community Development Block Grant (CDBG) Program and a participating jurisdiction for the HOME Investment Partnership (HOME) Program. SF-424 applications and certifications for CDBG and HOME are available in the appendix section (ATTACHMENT 1). Also, included in the appendix are the HUD assurances and certifications.

The City of Denton's total federal and program income funding for 2026 is $1,734,810.33 (including $103,243.28 in CDBG Reprogrammed Funds and $4,000 in CDBG estimated program income).

A total of $1,457,958.33 in CDBG and HOME funds were allocated to eligible projects. The amount requested and eligible for HOME funds was less than the amount available, so $187,946.05 is available as unprogrammed funds. The unprogrammed funds will be allocated through a substantial amendment process required by HUD.

Most of the 2026 CDBG and HOME activities will meet the HUD national objectives of benefitting low and moderate-income persons, except for administration activities. The table below provides a summary of the categories for benefitting low and moderate-income persons and the percentage of total funding available in the 2026-27 program year. A total of 82% of all CDBG funds and 51% of all HOME funds have been allocated to low and moderate-income activities. This percentage for the HOME grant will increase to 90% when the unprogrammed funds are allocated to eligible HOME projects.

AMENDMENTS:

The City of Denton is amending the following Action Plans:

a) The 2021 Action Plan to reallocate $25,057.82 in CDBG funds. The minor amendment would reallocate the balance from the Homebuyer Assistance Program to the Minor Repair Program.

b) The 2024 Action Plan to reallocate $78,185.46 in CDBG funds. The minor amendment would reallocate the Balance from the Carl Young Park Trail Project to the Minor Repair Program.

Funding Source	Funding Amount
Community Development Block Grant- Estimate	1,140,961.00
Community Development Block Grant- Program Income[1]	4,000.00
Community Development Block Grant- Reallocated Funds	103,243.28
CDBG TOTAL	1,248,204.28
HOME Investment Partnership Grant	486,606.05
HOME TOTAL	486,606.05
TOTAL	1,734,810.33
Funds Programmed to Activities in Action Plan	1,546,864.28
Unprogrammed Funds (CDBG)	187,946.05
[1]Reallocated funds are from completed 2021-and 2024 projects with residual funds. Estimated program income will be adjusted at the end of the program year based on the actual program received.	

Table 1 - CDBG/HOME Funding

National Objectives	CDBG Grant	% of Grant	HOME Grant	% of Grant
L/M Income Area Benefit	0	0%	0	0%
L/M Income Limited-Clientele	566,190	45%	0	0%
L/M Income Housing	453,822.28	36%	250,000	51%
TOTAL	1,020,012.28	82%	250,000	51%
Total Funds Available	1,248,204.28	100%	486,606.05	100%

Table 2 - National Objectives

2. Summarize the objectives and outcomes identified in the Plan

Action Plan Objectives	Outcomes
Affordable Housing	43
Making Homelessness Rare, Brief, and Nonrecurring	270
Public Services	2,074

Public Facilities, Improvements, and Infrastructure	1,933

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Below is a summary of the number of households or persons served through the CDBG and HOME grants from the 2024 Consolidated Annual Performance and Evaluation Report which is the most recently completed year. The 2024 Action Plan was the second year of Denton's 2023-2027 Consolidated Plan. Staff focused on housing and public services with an emphasis on homeless assistance and public facility improvements. Below is an overview of the proposed priorities, actual accomplishments, and expenditures by grant including an expenditure rate. 2024 Action Plan goals focused on affordable housing (95 persons assisted), public facility improvements (1,770 persons assisted), and public services activities (583 persons assisted) with an emphasis on homeless assistance (415 persons assisted) for a total of 2,863 persons assisted.

2023-27 CONPLAN PRIORITY / ACTIVITY	PERSON ASSISTED	CDBG/CDBG-CV Expenditures	HOME/HOME-ARP Expenditures	Total Expenditures	Percent
Affordable Housing	95	$456,252	$185,166	$641,418	30%
Making Homelessness Rare, Brief, and Nonrecurring	415	$157,570	$814,150	$971,720	45%
Public Services	583	$104,679	$0	$104,679	5%
Public Facilities, Improvements, and Infrastructure	1770	$181,913	$0	$181,913	8%
Planning and Administration	0	$204,018	$47,199	$251,217	12%
Total	2863	$1,104,431	$1,046,515	$2,150,946	100%

Table 3 - HUD Expenditures and Persons Assisted by ConPlan Priorities

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation and stakeholder consultation are a key component to our City's Action Plan. Community Services took the following measures to encourage citizen participation throughout the year and additional information and supporting documentation is available in the appendix (Attachment 2):

- Strategic Partnerships and Collaborations. The City of Denton has a very strong network of service providers including those providing housing, education, health care and other needed services. The City engages in ongoing active participation in various boards, coalitions, and committees with a commitment to building and maintaining strong collaborative relationships with community partners and interest groups. The City obtains real-time data on community needs from active, participating members of the community including representatives from organizations providing public services, community residents and engaged stakeholders. Over the past five years, the United Way of Denton County, the City of Denton, the Denton Independent School District, and other organizations have joined together to review and discuss the provision of services in the Denton area to maximize the benefits derived from available resources.

- Online Survey. Web-based surveys are an effective means to complement paper-based or other traditional methods of data collection. Using web-based surveys allows us to reach a greater proportion of the population because they are easily distributed and reach people who rely exclusively on electronic media for news and information. The City collected surveys from October 1, 2025, through October 31, 2025, which generated 313 responses in total. The survey questions focused on housing and community development needs. Community Development utilized social media and solicited City Council, community partners (nonprofits, boards, coalitions, committees), and various city departments and housing providers to assist in distributing the survey across the community. Paper surveys were also made available upon request.

- Funding Workshop. The City hosted a Funding Priority Workshop on October 28, 2025, at 6 p.m. at the North Branch Library (3020 N. Locust St. Denton, TX 76209) to provide an update on current funding initiatives and obtain feedback from the community for the prioritization of funds. The workshop was promoted via email listserv, social media, the City's website, flyers posted in city facilities, and newspaper ad. Spanish translations were available. Staff made a presentation to review funds and annual performance and solicited comments on how federal funds should be utilized in the community. For a summary of public comments, see ATTACHMENT 2.

- Public Comment Period. A draft of the 2026 Annual Plan was placed on public display for 30 days beginning from May 25, 2026, to June 23, 2026. Posted an advertisement in the Denton Record Chronicle. Posted draft plan on the City's website. Solicited comments through Constant Contact, social media, the City's website, flyers posted in city facilities, information circulated on the local Denton Television channel, and a newspaper ad.

- Public Hearing. Conducted a final public hearing on June 16, 2026, during the City Council Meeting Regular Session to obtain comments on the proposed use of funds for 2026 Action Plan. The public hearing was promoted through Constant Contact email blast, social media, a webform on the City's

website, the City's local television channel, and an ad in the local paper. Spanish translations were available. See ATTACHMENT 2 for Comments.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of public comments received during the funding workshop, public hearing, results of the public survey, and during the 30-day comment period are available in attachment 2. The appendix also includes supporting documentation on the outreach methods (ATTACHMENT 2).

6. Summary of comments or views not accepted and the reasons for not accepting them

City Council, staff and the Community Services Advisory Committee (CSAC), an advisory council composed of Denton residents appointed by City Council, considered all public comments informing the development of the 2026 Action Plan.

7. Summary

The 2026 Action Plan was developed by requesting public input regarding the use of federal funds. Housing, Public Facility, and Human Services funding applications were released November 24, 2025. Application training was provided by the Community Services Staff on the combined community development funding application December 9, 2025. The CSAC reviewed and scored applications in February and March 2026, and the committee developed a set of funding recommendations May 8, 2026. The 2026 Action Plan was developed based on the CSAC recommendations.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Denton	Community Development Division
HOME Administrator	Denton	Community Development Division

Table 4 – Responsible Agencies

Narrative (optional)

The City of Denton Community Services is the lead agency responsible for overseeing the development of the Consolidated Plan for the City of Denton. Community Services also administers the Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) Grant.

Consolidated Plan Public Contact Information

City of Denton
Community Services
601 E. Hickory St.
Denton, Texas 76205
Phone: (940) 349-7726
Fax: (940) 349-7753
E-mail: communitydevelopment@cityofdenton.com
Website: http://www.cityofdenton.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Denton encourages the participation of all citizens in the development of the Consolidated and Action Plans and in the review of progress in implementing planned activities. The City of Denton utilizes a variety of methods to consult with residents, social service providers, and community development organizations, to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The participation process for the Consolidated Plan included public hearings, a 30-day public comment period, a community survey for citizens and non-profit agencies, participating in coalitions and committees including focus groups, consultation with various city departments, and consultation with housing providers.

The City particularly encouraged involvement by low- and- moderate-income households residing in areas targeted for program activities as required by the Citizen Participation Plan. Special efforts are made to assure that low- and moderate-income persons, households in areas assisted by program activities, and persons with special needs have opportunities to participate.

The City enhances coordination between public and assisted housing providers and private and governmental health, mental health and service agencies by holding public meetings, utilizing public comment periods; administering community surveys accessible online and in print for citizens and non-profit agencies, through active participation in coalitions and committees, by maintaining ongoing consultation with various city departments; and ongoing consultation with housing providers including nonprofits and the Denton Housing Authority.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Continuum of Care (CoC) sets priorities for housing and supportive services to benefit people experiencing homelessness and people at risk of homelessness. The City actively participates in the Balance of State CoC and the local homeless coalition, the Denton County Homeless Coalition.

This collaboration supports developing the framework for local housing focused on strategies for making homelessness rare, brief, and nonrecurring. The collaboration (consultation) with the CoC has led to full

implementation of Denton's Coordinated Entry System (CE), offering a centralized, community-wide coordinated system of prioritizing and moving people experiencing homelessness to permanent housing. CE data is collected and shared safely between service providers and allows our local system to quickly identify, assess, and refer unhoused folks to housing assistance and supportive services that promote housing stability based on their level of need and special population prioritization status (Veterans, Chronically Homeless, and Victims of Domestic Violence). Deidentified data on the CE is analyzed and disseminated through a dashboard provided to the public: https://www.unitedwaydenton.org/homelessness-data-denton-county.

Working in collaboration and in support of the identified priorities, CoC grants are awarded locally to provide housing and supportive services. In Denton, these funds support permanent supportive housing projects, support for Coordinated Entry/HMIS, and Rapid Re-housing so individuals and families can transition out of homelessness into permanent housing.

Coordination with the Continuum of Care offers entities expanded access to funding, quality collaborative tools, and greater knowledge of resources. Coordination with the CoC offers several benefits to the City of Denton and the CoC. Collaboration includes improved data collection and better management of available resources by improving the Homeless Management Information System (HMIS). The City invests public funds for HMIS, including assistance with licenses and funding for a staff position at the United Way of Denton County for HMIS/Coordinated Entry support in Denton. CoC collaboration improves the relevance of data collected through the annual Point-in-Time (PIT) homeless count and annual Housing Inventory Count (HIC). In consultation with the CoC, the City of Denton staff work with private partners and neighboring entitlement communities to implement the PIT and HIC collaboratively across Denton County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG consultation is not applicable since Denton does not receive ESG funds from HUD as an annual entitlement. However, Texas Department of Housing and Community Affairs (TDHCA) does manage the local competition for the State Entitlement ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	Committee on Persons with Disabilities
	Agency/Group/Organization Type	Other government - Local Special Needs Citizen Committee
	What section of the Plan was addressed by Consultation?	Public Services and Public Facilities
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Review committee reports and actions, present to committee on City programs. OUTCOMES: Committee develops recommendations for improvement of local services and infrastructure for persons with disabilities.
2	**Agency/Group/Organization**	DENTON AFFORDABLE HOUSING CORP
	Agency/Group/Organization Type	CHDO
	What section of the Plan was addressed by Consultation?	Affordable Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	DAHC participates with the DC Behavioral Health Leadership Team, DC Homelessness Leadership Team along with the City and distributed City online survey through DAHC. OUTCOMES: Partners with City and other organizations to create/preserve affordable rental housing.
3	**Agency/Group/Organization**	Denton County MHMR Center
	Agency/Group/Organization Type	Mental Health Service Organization
	What section of the Plan was addressed by Consultation?	Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	DCMHMR participates with the CoC, DC Behavioral Health Leadership Team, DC Homelessness Leadership Team along with the City and distributed City online survey through DCMHMR. OUTCOMES: To improve and expand Mental Health resources/services including PSH.

4	**Agency/Group/Organization**	Denton County Public Health Department
	Agency/Group/Organization Type	Public Health Department, Coalitions
	What section of the Plan was addressed by Consultation?	Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Coalition of multiple local services providers including the City and distributed City online survey through DCPH. OUTCOMES: Identify community needs, address gaps in services, and expand resources. Engage in planning activities to improve, expand, and coordinate Healthy Community resources/services.
5	**Agency/Group/Organization**	Denton Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Affordable Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Requested information and data from DHA on public housing needs and distributed City online survey through DHA. OUTCOMES: Local housing organizations will work to provide additional affordable housing for Housing Choice Voucher holders and others. Opportunities for better coordination of affordable housing needs including planning.
6	**Agency/Group/Organization**	Denton County Food Insecurity Group
	Agency/Group/Organization Type	Public Services Assistance Group
	What section of the Plan was addressed by Consultation?	Public Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Coalition of multiple local services providers including the City. City participates in biweekly meetings. OUTCOMES: Collaborate to identify community needs, address gaps in services, and expand resources to decrease food insecurity.

7	**Agency/Group/Organization**	Denton Independent School District
	Agency/Group/Organization Type	Services-Education Public Education Entity
	What section of the Plan was addressed by Consultation?	Economic and Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joint City and DISD meetings are hosted. OUTCOMES: Increase intergovernmental collaboration and identify partnerships necessary to address community needs.
8	**Agency/Group/Organization**	Denton County Behavioral Health Leadership Team
	Agency/Group/Organization Type	Quasi-Governmental Collective Impact Initiative
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES: Enhance the behavioral health outcomes of all partners by facilitating a shared vision, shared measurements, mutually reinforcing activities, and continuous communication.
9	**Agency/Group/Organization**	Denton County Homelessness Leadership Team
	Agency/Group/Organization Type	Quasi-Governmental Collective Impact Initiative
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Public Services Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City in public-private partnership by funding the UW initiative. City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES: Making Homelessness Rare, Brief, and Nonrecurring.

10	**Agency/Group/Organization**	Denton County Workforce Success Leadership Team
	Agency/Group/Organization Type	Quasi-Governmental Collective Impact Initiative
	What section of the Plan was addressed by Consultation?	Economic Mobility, Financial Stability
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES: Enhance the workforce success outcomes of all partners by facilitating a shared vision, shared measurements, mutually reinforcing activities, and continuous communication.
11	**Agency/Group/Organization**	Texas Homeless Network
	Agency/Group/Organization Type	Lead Agency for the Balance of State CoC
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Public Service Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Continuous collaboration and consultation regarding homeless needs in the Denton area. OUTCOMES: Making Homelessness Rare, Brief, and Nonrecurring.
12	**Agency/Group/Organization**	Local Broadband Companies- Frontier Communications, Spectrum, and Charter Communications
	Agency/Group/Organization Type	Local Broadband Companies
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Reviewed data from local broadband companies, including upload and download speeds, to determine the need for broadband wiring and connections for low and moderate-income households.

13	**Agency/Group/Organization**	Local Emergency Management-City and County of Denton Emergency Management, FEMA Region VI
	Agency/Group/Organization Type	Local Emergency Management Agencies
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agencies developed the Denton County Hazard Mitigation Action Plan that identified natural disasters as having the potential to cause damage in the county. The plan was reviewed to determine the impact on low- and moderate-income areas.

Table 5 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City made every effort to consult all Agency types, including Broadband and Emergency Management during the ConPlan process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
Assessment of Fair Housing	City of Denton (North Texas Regional Housing Assessment)	AFH-AFFH
Denton Plan 2040	City of Denton	Needs Assessment, Market Analysis, AFH-AFFH
Denton Development Code	City of Denton	Needs Assessment, AFH-AFFH
2022 Denton Mobility Plan	City of Denton	Needs Assessment, AFH-AFFH
Parks Master Plan	City of Denton	Needs Assessment
Collective Impact Initiatives	United Way of Denton County	Needs Assessment

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
ALICE (Asset Limited, Income Constrained, Employed	United Way of Denton County	Needs Assessment
CHIP (Community Health Improvement Plan)	Denton County Health Department	Needs Assessment
County Health Rankings and Road Map	Denton County Health Department	Needs Assessment
Regional Data and Analysis	North Texas Council of Governments	Needs Assessment, Market Analysis
Denton County Hazard Mitigation Plan	Denton County Emergency Management	Needs Assessment
Broadband Plan	City of Denton	Needs Assessment

Table 6 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting

The City of Denton utilizes a variety of methods to encourage ongoing participation from residents, social service providers and community development organizations. To broaden the citizen participation process during the 2026 Action Plan, residents were able to access a brief survey regarding the use of CDBG, HOME, and other funding targeted to assist low and moderate-income individuals and households. The survey was promoted via email listserv, social media, the City's website, flyers posted in libraries and recreation centers and an ad in the local paper. The survey was available October 2025, and the City received three-hundred thirteen responses (313). A summary of survey results is in the appendix (ATTACHMENT 2). The opportunity for residents to provide comments and ideas without attending a public hearing gave staff additional information on existing programs and what can be done to improve services. In the online survey, the top three needs in each category of housing assistance, infrastructure, and special populations that respondents stated the City should fund are as follows:

- Affordable Housing: Repair homes for low-income homeowners (81%); Provide housing for groups with limited access to resources (66%); and homebuyer assistance (59%)
- Making Homelessness Rare, Brief, and Nonrecurring: Improved mental health services (63%); Rental assistance to prevent evictions (47%); and job training and employment services (45%)
- Public Services: Health and mental health services (80%), affordable childcare (75%), and transportation services (52%)
- Public Improvements and Infrastructure Needs: Improve roads and sidewalks (81%); Improve accessibility (53%); and improve parks and recreation facilities (53%)

This Action Plan includes CDBG and HOME funds for many of the top needs that respondents stated that the City should fund, such as affordable housing, reducing and/or eliminating homelessness, childcare centers and services, health services, and transportation assistance. The city continues to allocate General Funds to also assist with the top needs such as services for neglected/abused children, health services, mental health, and homeless initiatives.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Online Survey (1)	All city residents and organizations.	313 surveys were completed.	See summary of the comments. Attachment 2	Comments regarding City services not pertaining to eligible activities under CDBG or HOME funding were not incorporated into the plan(s).	Funding Priority Survey (Oct. 2025)
5	Social Media	All city residents and organizations	Residents were requested to attend hearings, complete surveys and provide comment.	Included with Sort Order 1 through 4 above as applicable.	N/A	Posting during survey and comment periods on social media.
6	Denton Television	All city residents and organizations.	Posted during survey and public comment periods.	Included with Sort Order 1 through 4 above as applicable.	N/A	Posting during survey and comment periods
7	Community Development Email Listserv (2 times)	Service providers, residents in low/mod areas, Neighborhood Associations and local churches.	Residents were requested to attend hearings, complete surveys and provide comment.	Included with Sort Order 1 through 4 above as applicable.	N/A	October 28, 2025, June 16, 2026

Table 7 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Details about how we intend to spend specific grant resources on specific activities which tie back to our larger Strategic Plan Goals. The anticipated federal resources below are based on final HUD allocation amounts.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Administration, Housing, Public Facility Improvements, and Public Services	1,140,961.00	4,000.00	103,243.28	1,248,204.28	2,496,408.56	2026APlan includes $103,243.28 as prior year funds. $25,057.82 from the 2021 Homebuyer Assistance Program that closed with residual funds. $78,185.46 from 2024 Carl Young Park Trail Project that completed with residual funds. $103,243.28 were allocated to the Minor Repair Program.
HOME	public - federal	Administration, Homebuyer assistance	486,606.05	0.00	0.00	486,606.05	973,212.10	

Table 8 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG and HOME activities leverage other funding sources to carry out various activities. For the 2026-27 program year, CDBG and HOME projects will leverage an additional $63,561,430 in federal, state, local, and private funds and include the following:

Proposed General Funds for human services activities	$415,000
Federal Funds for human services activities	$14,744,891
State Funds for human services activities	$23,589,903
Local Funds for human services activities	$6,370,356
Private Funds for human services activities	$18,441,280
Private Funds for affordable housing activities	$0
Total Federal, State, Local, and Private Funding	**$63,561,430**

Table 9 – Leverage Funding

The above list includes proposed General Fund allocations from the City of Denton. General fund recommendations will be considered during the normal budgeting cycle and considered for approval in September 2026.

The HOME program requires a participating jurisdiction to provide a 25% match of the federal HOME funds. The City of Denton's local match for the HOME program is $62,500 for the 2026-27 program year. The 25% match of federal HOME grant excludes administrative allowances. The City of Denton will provide the match from a variety of sources, including the following:

- Residual balance of match from prior years.
- Local and state funding provided to Denton Affordable Housing Corporation and Habitat for Humanity of Denton County on eligible HOME projects, such as funds from the Federal Home Loan Bank, Denton County Housing Finance Corporation, and Texas Department of Housing and Community Affairs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

See discussion in previous sections.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2023	2027	Affordable Housing	Denton City Limits	Affordable Housing	CDBG: $453,822.28 HOME: $250,000.00	Public service activities for Low/Moderate Income Housing Benefit: 43 Households Assisted
2	Making Homelessness Rare, Brief and Nonrecurring	2023	2027	Homeless	Denton City Limits	Making Homelessness Rare, Brief and Nonrecurring	CDBG: $50,000.00	Homeless Person Overnight Shelter: 270 Persons Assisted
3	Public Services	2023	2027	Non-Housing Community Development	Denton City Limits	Public Services	CDBG: $171,144.00	Public service activities for Low/Moderate Income Housing Benefit: 2,074 Persons Assisted
4	Public Facilities, Improvements and Infrastructure	2023	2027	Non-Housing Community Development	Denton City Limits	Public Facilities, Improvements and Infrastructure	CDBG: $395,046.00	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1,933 Persons Assisted
5	Planning and Administration	2023	2027	Planning and Administration	Denton City Limits	Planning and Administration	CDBG: $228,192.00 HOME: $48,660.00	

Table 10 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Housing
	Goal Description	Support the provision of quality housing by increasing the availability/accessibility of affordable housing. The City will address the priority need by funding the following activities: Home Repair Programs; Homebuyer Assistance Programs; homelessness prevention (non-HOME rental assistance); rapid re-housing; and supportive services.
2	**Goal Name**	Making Homelessness Rare, Brief and Nonrecurring
	Goal Description	The City is providing support for the community's Collective Impact Initiative, the Denton County Homelessness Leadership Team that seeks to: a. Increase leadership, collaboration, and engagement, with a focus on providing and promoting collaborative leadership at all levels of government and across all sectors b. Strengthen the housing crisis response system's capacity to implement successful interventions to make Homelessness Rare, Brief and Nonrecurring. c. Increase access to housing, by providing emergency, affordable housing and permanent supportive housing. d. Increase economic security, by improving access to education and increasing meaningful and sustainable employment and improving access to mainstream programs and services to reduce financial vulnerability to homelessness.
3	**Goal Name**	Public Services
	Goal Description	The City will support nonprofit organizations in carrying out public service activities assisting low-income persons, children/youth, seniors, persons with disabilities, and persons experiencing or at-risk of homelessness. Services will address the following: economic stability, education access and quality, health care access and quality, neighborhood and built environment, and social and community context.
4	**Goal Name**	Public Facilities, Improvements and Infrastructure
	Goal Description	Provides funding for public facilities and infrastructure improvements. Public facility projects benefit LMI persons by creating/improving public services facilities such as ADA accessibility and increasing public service locations. Infrastructure improvement projects benefit LMI neighborhoods by improving existing infrastructure such as street improvements; installation of new sidewalk, water and sewer lines, and drainage improvements; improving and expanding park and recreational facilities.

5	**Goal Name**	Planning and Administration
	Goal Description	Planning, management, and operations related to developing, administering and carrying out the 2023-2027 Consolidated Plan Strategic Plan and Annual Goals and Objectives.

The following are estimates of extremely low-income, low-income, and moderate-income families as defined by HOME 91.215 (b):

Extremely Low Income	Low Income	Moderate Income
8	23	12

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Denton is an entitlement for the Community Development Block Grant (CDBG) and a participating jurisdiction for the HOME Investment Partnerships (HOME) Program. For the 2026-27 program year, the city has an estimated total of $1,734,810.33 in federal funds and program income, including $103,243.28 in reprogrammed CDBG funds. Table 11 lists the funded projects for this year.

The 2026 HOME allocation was not fully program; a balance of $187,946.05 will be programmed through a substantial amendment to HUD in Fall 2026.

2026 HOME Grant Allocation	$486,606.05
Less: Homebuyer Assistance Program Funds	($250,000.00)
Less: HOME Administration Funds	($48,660.00)
Total 2026 HOME Unprogrammed Funds	$187,946.05

Table 11 – 2026 HOME Unprogrammed Funds

Besides the federal funds, the City of Denton is also leveraging an additional $1,345,526.00 in local funds from the City of Denton General Funds for public services and homeless council initiatives. The list below provides the funding recommendation with General Funds for the 2026-27 program year.

Project Name and Information

Agency Name	Service Type	Funding Amount	Projected Goal
Children's Advocacy Center	Victim Services/Counseling	$50,000	84
Court Appointed Special Advocates of Denton County, Inc.	Family Resources	$40,000	200
Communities In Schools	Child Care/Education	$36,000	840
Cumberland Youth and Family Services	Family Resources	$25,000	44
Denton Christian Preschool, Inc.	Child Care/Education	$25,000	46
Denton County MHMR Center	Behavioral Health	$35,000	18
Giving Grace	Homeless Services	$36,000	12
Heart of the City	Food Security	$15,000	1,154
Our Daily Bread	Homelessness	$40,000	300
Opening Doors International Services, Inc.	Immigration Services	$16,000	100
Paisley Street Preschool	Childcare/Education	$15,500	55
PediPlace	Healthcare	$36,000	617
Refuge for Women	Victim Services	$30,644	12
The Salvation Army	Homeless/Food Security	$14,856	1,800
Total General Fund – Human Services Grant		**$415,000**	**5,282 persons**

Projects

#	Project Name
1	2026 Community Development Administration
2	2026 Denton Community Shelter
3	2026 Denton County Friends of the Family
4	2026 Health Services of North Texas
5	2026 Minor Repair Program
6	2026 Homebuyer Assistance Program
7	2026 Paisley Street Preschool
8	2026 PARD Summer Kids Camp
9	2026 The Salvation Army of Denton

Table 12 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City's approach to prioritization of needs identified in the Consolidated Plan was the result of enhanced coordination between public and private partners and through organized citizen participation activities. (SP-25).

Allocations are based on needs analysis, the purpose and eligibility of Consolidated Plan funds, and the availability of City General Funds to meet a wide variety of needs. As identified in the City's Consolidated Plan, funding allocation is prioritized for projects that address economic stability, education access and quality, health care access and quality, neighborhood and built environment, and social and community context that affect a wide range of health, functioning, and quality-of-life outcomes and risks. The City of Denton's CDBG and HOME allocations have not been sufficient to allow for the funding of extensive housing, economic development or public works projects. For the City's priority goals related to Affordable housing; Making Homelessness Rare, Brief and Nonrecurring; Public Services; Public facility and public improvement projects; each are prioritized by identified need and funding is allocated based on available funding and eligibility of projects.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2026 Community Development Administration
	Target Area	Denton City Limits
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $228,192.00 HOME: $48,660.00
	Description	Program administration for the CDBG and HOME grants and include program planning, administering, operating, and monitoring associated with carrying out eligible activities. Program will be carried out by the Community Services Department.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Administration services are carried at the Community Development Division at 601 E. Hickory St., Denton Texas 76205.
	Planned Activities	Funds will be used to cover the cost of planning, administering, operating, and monitoring the CDBG and HOME grants.
2	**Project Name**	2026 Denton Community Shelter
	Target Area	Denton City Limits
	Goals Supported	Public Facilities, Improvements and Infrastructure
	Needs Addressed	Public Facilities, Improvements and Infrastructure
	Funding	CDBG: $365,046.00
	Description	Project includes the repairs of shelter bathrooms; fixtures and countertops, HVAC, plumbing, floor, and ADA shower benches. Project will be carried out by Facilities Department using a bid-approved contractor for repairs.
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	1,878 Presumed Benefit Persons
	Location Description	Denton Community Shelter, 909 N. Loop 288, Denton, TX 76209
	Planned Activities	Funds will cover the cost for the repairs of shelter bathrooms; fixtures and countertops, HVAC, plumbing, floor, and ADA shower benches.
3	**Project Name**	2026 Denton County Friends of the Family
	Target Area	Denton City Limits
	Goals Supported	Making Homelessness Rare, Brief and Nonrecurring
	Needs Addressed	Making Homelessness Rare, Brief and Nonrecurring
	Funding	CDBG: $50,000.00
	Description	Project consists of providing a safe and trauma informed emergency shelter for survivors of domestic violence and sexual assault.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	270 Presumed Benefit Persons
	Location Description	Address is suppressed.
	Planned Activities	Funds will cover the cost of emergency night shelter stays.
4	**Project Name**	2026 Health Services of North Texas
	Target Area	Denton City Limits
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $60,000.00
	Description	Provides quality primary medical care for impoverished and uninsured/underinsured patients of all ages (including women's health and prenatal care).
	Target Date	9/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	240 low-to-moderate income individuals
	Location Description	4401 N. I-35, Ste. 312, Denton, TX 76207
	Planned Activities	Funds will cover the cost of healthcare services for low to moderate-income individuals
5	**Project Name**	2026 Minor Repair Program
	Target Area	Denton City Limits
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $403,822.28
	Description	Program addresses urgently needed repairs of homes (repairs costing less than $24,500). This program can stabilize a home within the city limits of Denton until rehabilitation can be done. Program will be managed by the Community Services Department. CDBG funds include $25,057.82 in 2021 reallocated funds and $78,185.46 in 2024 reallocated funds.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	38 low and moderate-income households
	Location Description	This is a city-wide program. Applications are taken at the Community Development Division at 601 Hickory St., Denton Texas 76205
	Planned Activities	Funds will be used for rehabilitation costs for minor repairs.
6	**Project Name**	2026 Homebuyer Assistance Program
	Target Area	Denton City Limits
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $50,000.00 HOME: $250,000.00

	Description	Project assists low to moderate income households with first time homebuyers' assistance that include closing costs, down payment assistance, and minor repairs to home, if necessary.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	5 households; closing cost and down payment assistance with minor repairs, if needed
	Location Description	This is a city-wide program. Applications are taken at the Community Development Division at 601 Hickory St., Denton Texas 76205
	Planned Activities	HOME funds will cover closing costs and down payment assistance. CDBG funds will cover the cost for minor repairs to a home that may be needed to pass inspection.
7	**Project Name**	2026 Paisley Street Preschool
	Target Area	Denton City Limits
	Goals Supported	Public Facilities, Improvements, and Infrastructure
	Needs Addressed	Public Facilities, Improvements, and Infrastructure
	Funding	CDBG: $30,000.00
	Description	Project includes window repairs of facility to improve energy and temperature control.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	55 low-to-moderate income persons
	Location Description	1603 Paisley St. Denton, TX 76209
	Planned Activities	Funds will cover the cost of window replacements to improve the quality of facility and energy use.
8	**Project Name**	2026 PARD Summer Kids Camp
	Target Area	Denton City Limits
	Goals Supported	Public Services
	Needs Addressed	Public Services

	Funding	CDBG: $50,000.00
	Description	City of Denton Summer Kids Camp will provide full or partial scholarships for a summer day camp program to income-eligible kids in need of quality care, mentoring, development of life skills, leadership, respect for others and respect for self. Program will be carried out by the Parks and Recreation Department.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	34 low and moderate-income persons
	Location Description	Denia Recreation Center, MLK Recreation Center, and up to 6 school sites
	Planned Activities	Funds will cover the cost of camp scholarships.
9	**Project Name**	The Salvation Army of Denton
	Target Area	Denton City Limits
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $11,144.00
	Description	Project provides meals to shelter guests and community. Also includes household supplies for food pantry guests.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	1,800 low and moderate-income persons
	Location Description	1508 E. McKinney St. Denton, TX 76209
	Planned Activities	Funds will cover the cost of meals and partial salaries.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Denton's CDBG and HOME allocations have not been sufficient to allow for the funding of large or extensive housing, economic development or public works projects. Geographic standards do not apply to city-wide home repair, homebuyer assistance, and public services grant programs.

As required by CDBG guidelines, public facilities and public improvement projects have been completed in residential areas meeting HUD's low to moderate-income standards. All investments in public facilities and/or public improvements are based on requests received from residents of the low to moderate-income block groups and other areas of the city. After a request has been made, an assessment is made to determine the need for improvement and the project cost. With support of staff recommendation on the appropriate use of CDBG funds and available projects eligible under the CDBG allocation, the City's Community Services Advisory Committee evaluates which requests meet the community development needs and make recommendations to City Council.

Geographic Distribution

Target Area	Percentage of Funds
Denton City Limits	100

Table 13 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Denton does not currently direct its investments in specific geographic areas.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Based on the goal to assist thirty-eight (38) households in our Minor Repair Program and provide funding for the Homebuyer Assistance Program five (5) households, the City's one-year goal is to assist forty-three (43) households in 2026-27 Program Year with CDBG and HOME.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	43
Special-Needs	0
Total	43

Table 14 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	38
Acquisition of Existing Units	5
Total	43

Table 15 - One Year Goals for Affordable Housing by Support Type

Discussion

As a requirement to receive federal funding from the U.S. Department of Housing and Urban Development (HUD), the City of Denton Community Services Department prepares and submits a five-year Consolidated Plan (ConPlan) and an annual Action Plan. The annual Action Plan outlines how federal Community Development Block Grant funds, HOME funds and other federal and non-federal program funds will be used by the City in the upcoming fiscal year.

As our community continues to grow, the City of Denton is committed to fostering **diverse housing options** and **opportunities for everyone in Denton**. City Council has prioritized fostering economic opportunity and affordability. As part of this effort, the City has prioritized supporting affordable housing as outlined in the Denton's Housing Plan (Affordable Housing Strategic Toolkit), as well as other strategic planning documents, such as the Consolidated Plan for Housing and Community Development and Denton 2040 Plan.

City Council adopted Denton's Housing Plan on February 15, 2022. The plan outlines five recommended strategies with targeted activities to deliver housing interventions.

The City has recently implemented the following strategies to address housing affordability:

- Passed a "Missing Middle Housing' Amendment to the Denton Development Code, making Townhomes and Accessory Dwelling Units easier to build within City limits.
- Implemented and refined a zoning-based affordability incentive program.
- Revised the Housing Tax Credit Request for Resolution policy to prioritize homes that are Affordable for Denton, meaning below our naturally occurring market rate.

AP-60 Public Housing – 91.220(h)

Introduction

The Denton Housing Authority (DHA) was formed in 1970 to address the housing needs of low-income families in the City of Denton. DHA does not manage any public housing units. DHA currently administers 1,876 Housing Choice Vouchers (also referred to as Section 8 or HCV) and a Self-Sufficiency/Homeownership Program.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

See above discussion and in previous sections including NA-35 and MA-45.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section describes the activities planned during the 2026-27 program year to address the needs of persons who are homeless and other non-homeless needs. It includes CDBG/HOME and General Fund activities.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

- **Increase Street Outreach efforts to connect with people experiencing homelessness living unsheltered.** Fund Street Outreach Program with General Funds to reach and assess individuals living unsheltered on the streets and in encampments. Fund a Stability Case Worker with General Funds to support engagement and case management for unhoused individuals. Fund Staff to support annual Point in Time Count with General Funds. The City will work with community partners to secure other funding sources

Addressing the emergency shelter and transitional housing needs of homeless persons

- **Increase the number of short-term supportive and long-term permanent affordable housing units for both individuals and families with children.** Fund the Denton Community Shelter, operated by Our Daily Bread with General Funds. Fund Denton County Friends of the Family Emergency Shelter with CDBG funds. The City will work with community partners to secure other funding sources

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

- **Increase funding for Rapid Re-Housing for families and individuals including housing location and stabilization resources.** Fund Giving Grace for Tenant Based Rental Assistance (“TBRA”) and supportive services with HOME and HOME-ARP Grants. Fund Interfaith – Utility Assistance with General Funds. Fund United Way Homeless Initiatives and Barriers Fund with General Funds, including the Housing Crisis Response System: Coordinated Entry (CE) and Housing Priority List

(HPL). The City will work with community partners to secure other funding sources.

- **Increase specialized housing for those in Permanent Supportive Housing (PSH) for those with prioritized special needs.** Fund United Way Homeless Initiatives and Barriers Fund with General Funds including Housing Crisis Response System: Coordinated Entry (CE)and Housing Priority List (HPL). The City collaborates with the TX Balance of State Continuum of Care Programs.
- **Making the transition to permanent housing and independent living.** Fund United Way Homeless Initiatives and Barriers Fund with General Funds including the Housing Crisis Response System: Coordinated Entry (CE) and the Housing Priority List (HPL). Collaboration with TX Balance of State Continuum of Care (CoC) and Housing Crisis Response System including collaboration with CoC funded PSH programs at Giving Grace and Denton County MHMR.
- **Shortening the length time that individuals and families experience homelessness.** Fund United Way Homeless Initiatives and Barriers Fund with General Funds including the Housing Crisis Response System: Coordinated Entry (CE) and the Housing Priority List (HPL), and fund Transitional Shelter.
- **Facilitating Access.** Fund United Way Homeless Initiatives and Barriers Fund with General Funds including the Housing Crisis Response System: Coordinated Entry (CE), the Housing Crisis Response System: Homeless Information Management System (HMIS), the Housing Crisis Response System: Housing Priority List (HPL), and the Housing Crisis Response System: Housing Navigator, Landlord Outreach Program

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

- **Increase funding for Diversion (rapid resolution for diverting people from homelessness quickly).** Fund United Way Homeless Initiatives and Barriers Fund with General Funds. Including the Housing Crisis Response System: Coordinated Entry (CE) and the Housing Crisis Response System: Housing Priority List (HPL). Fund Street Outreach Program with required budget item for Diversion. The City will work with community partners to secure other funding sources

Discussion

The Housing Crisis Response System (HCRS) is the City's coordinated approach to addressing homelessness by identifying individuals in need, preventing homelessness, and quickly connecting people with housing and necessary services. While the 2026 Action Plan for HUD focuses on CDBG and HOME funds, the City also invests general fund resources to enhance the HCRS, aiming to make homelessness rare, brief, and nonrecurring. All resource sources are detailed above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

This section describes the activities planned during the 2026-27 program year to address barriers in affordable housing identified in the 2023-2027 Assessment of Fair Housing and Affirmatively Furthering Fair Housing Goals (AFH-AFFH).

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Details regarding the actions committed to remove or ameliorate the Barriers to Affordable Housing Responses are reflected in the City's Assessment of Fair Housing and Affirmatively Furthering Fair Housing Goals (AFH-AFFH) in the 2023- 2027 Consolidated Plan.
The work plan includes 6 separate goals with proposed actions that are intended to remove barriers to affordable housing:

Increase access to affordable housing in high-opportunity areas

- Coordinate with Denton County Transportation Authority to improve access to transit resources (stops, route locations, schedules, and covered bus stops to provide shelter in inclement weather.)
- Continue housing programs: Housing Tax Credit program, Home Repair and Home Buyer Assistance programs, and incentivization of private development through the implementation of the Affordable Housing Strategic Toolkit
- Provide public service funding that contributes to economic stability, neighborhood, education, food security, community, safety and social healthcare system to promote all areas of Denton.

Increase supply of affordable housing units

Continue to provide a Housing Tax Credit Application in support of the rental housing for low-income households.

- Continuation of high-performing housing programs designed to ensure that affordable, accessible housing is created and preserved in Denton. Seek opportunities to collaborate with housing service providers who support the creation of new housing and preservation of existing affordable housing, the revitalization of low-income neighborhoods, and encourage homeownership for low and moderate-income homeowners.
- Implement activities in support of the Denton Affordable Housing Strategic Toolkit's Five Strategies – infill development, zoning relief and variances, increase capacity and resources,

preservation, and increase access to information.
- Utilize 2023 Affordable Housing General Obligation Bond funds to implement strategies within the Affordable Housing Strategic Toolkit.

Increase supply of accessible, affordable housing for persons with disabilities

- Continued HOME funding provided to the City's Community Housing Development Organization, the Denton Affordable Housing Corporation, with an emphasis on accessible units.
- Ensure efforts to increase supply of affordable housing units include persons with disabilities.

Make investments in targeted neighborhoods to improve access to opportunity

- Support local networks working on social issues to create a strategy to improve access to opportunities for targeted neighborhoods.
- Coordinate with the Denton County Transportation Authority (DCTA) to improve access to transit resources.
- Implement activities in support of the Denton Affordable Housing Strategic Toolkit's
- Increase access to information and resources on fair and affordable housing
- Support training opportunities on the City's programs and Fair Housing for local real estate professionals, property owners, and managers.
- Attend fair housing training when available to keep staff apprised of any recent changes to fair housing laws
- Implement the City of Denton's non-discrimination ordinance.

Increase support and services for residents with housing assistance

- Provide public service funding that contributes to the following: economic stability, education access and quality, health care access and quality, neighborhood and built environment and social and community context.
- Improve the housing crisis response system programs for people experiencing or at-risk of experiencing homelessness.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section reports additional effects the City will undertake during the 2026-27 program year to address residents' housing and community development needs.

Actions planned to address obstacles to meeting underserved needs

Please see sections AP-55, AP-65, and AP-75.

Actions planned to foster and maintain affordable housing

Please see sections AP-55 and AP-75.

Actions planned to reduce lead-based paint hazards

During the 2026-27 program year, the City actions will be:

- Ensure that all regulatory requirements regarding lead-based paint are met throughout any housing rehabilitation construction activity performed by the City on homes constructed prior to 1978 including the Minor Repair Program and Homebuyer Assistance Program.
- Seek opportunities to educate the public, housing services customers, and affordable housing partners, and contractors regarding the hazards of lead-based paint.

Actions planned to reduce the number of poverty-level families

During 2026-27 program year, the City actions will be:

1. Affordable housing assistance programs: Allocate CDBG and HOME funding to implement or provide grants for Preserving Affordable housing through Repair, Renovation and Rental Rehabilitation projects. Allocate funding for utility assistance programs that increase Housing Stability and Prevent Homelessness (See also: AP-65): Allocate General funding for Public Services Grants for rental assistance increase Housing Stability and Prevent Homelessness. Implement Affordable Housing Assessment with Bond funds.
2. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to combat Food Insecurity.
3. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to increase availability and access to Health, Mental Health, and Behavioral Health Care.
4. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to improve Family Stability by improving safety, support, and opportunity including access to affordable childcare.

5. Allocate CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to increase availability and access to services for special needs populations (seniors, disabled, veterans, abused and neglected children, and victims of domestic violence) (See also: AP-65).
6. Allocate CDBG and General Funds for Public Services, Facility and/or Infrastructure Grants to make homelessness rare, brief, and nonrecurring (See also: AP-65).
7. Intergovernmental collaboration and Public Services, Facility and/or Infrastructure Grants to increase access to Transportation, increasing housing and workforce stability.
8. Allocate CDBG and General Funds for Public Services Grants to increase access to mobility, educational programs, and workforce development for Economic security.

Actions planned to develop institutional structure

The City has defined the strategies below:

- Develop and maintain a coordination system across service sectors and cultivation of systems to better match services to identified need;
- Identify and continuously evaluate the strengths and gaps in housing and supportive services including improving systems to share best practices information across sectors; and
- Collect and utilize data that informs system-wide based decision making for prioritizing and selecting high performing projects.

During the 2026-27 program year, City actions related to institutional structures will be:

GOAL 1: Affordable Housing (See Also: AP-55, AP-75) Implementation of Affordable Housing Assessment with Bond funds.
GOAL 2: Make Homelessness Rare Brief and Nonrecurring (See Also: AP-65) Continue collaboration among governments and community partners. ACTIONS: Financial and Human Resources in Support of Denton County Homelessness Leadership Team in partnership with the United Way. ACTIONS: Financial and Human Resources to Improve Housing Crisis Response System.
GOAL 3: Non-Housing Community Development: Public Services (See Also: AP-55, AP-65, and AP-75) Continue collaboration among governments and community partners. ACTIONS: Financial and Human Resources in Support of local nonprofits through grants and other programs. ACTIONS: Participate in Intergovernmental groups, local Coalitions, and Community Meetings to discuss solutions for improved community response systems to complex social issues.
GOAL 4: Non-Housing Community Development: Public Facilities, Public Improvements and Infrastructure. Coordinate Public Facilities, Public Improvements and Infrastructure projects to improve neighborhoods.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Denton has a very strong network of service providers including those providing housing and supportive services. The City has a partnership with the United Way of Denton County, in three Collective Impact projects, the Denton County Behavioral Health Leadership Team, Denton County Homelessness and Housing Leadership Team, and the Denton County Workforce Success Leadership Team. These projects bring public and private agencies together to review and discuss the provision of services in the Denton area to improve systems and maximize the benefits derived from available resources.

In addition, Denton has several work groups, committees, collaborations, and coalitions that have been developed to assist in enhancing coordination of services:

- Denton County Behavioral Health Leadership Team and Homelessness Leadership Teams
- Denton County Homeless Coalition
- Committee on Persons with Disabilities
- Denton County Food Security Task Force Healthy Communities Coalitions (specific issues discussed including mental health)

City of Denton staff including Community Development staff will continue to actively participate in the above committees during the 2026-27 program year. The City is part of a strong team of service providers who are working to improve services.

Discussion:

While the 2026 Action Plan submitted to HUD may only include the goals for CDBG and HOME funds, the City invests general fund resources to address residents' housing and community development needs. Therefore, all resources by source are described above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Below are specific requirements for the Community Development Block Grant and the HOME Investment Partnership Program.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Denton does not utilize other forms of investment beyond those identified in 92.205(b). The City will not permit other forms of investment without the prior approval of HUD.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Denton will utilize recapture for homebuyers for the HOME program including any projects funded with HOME Program Income (PI). The policy provides guidelines that will be used for recapture of HOME funds when used for homebuyer activities under the Homebuyer Assistance Program as required in 24 CFR 92.254.

   All homebuyers sign a HOME agreement with the City, detailing the affordability period and recapture provisions based on any HOME subsidy provided. If a homebuyer sells the property during the affordability period, a portion of the net sales proceeds must be returned to the City of Denton. The amount subject to recapture decreases over time based on how long the homebuyer has resided in the home. Repayment is capped at the subsidy given for closing costs and is limited to the net proceeds from the sale, which includes the sales price minus the first lien and seller-paid closing costs, and covers brokers' commissions, reasonable attorney fees, and any applicable transfer or recording fees.

   In cases of a sale, short sale, or foreclosure, the recaptured amount is limited to the available net sales proceeds. If there aren't sufficient funds, the City may recapture less than the total due. Recapture mechanisms are documented with a promissory note and deed of trust that specify the affordability period.

   Repayment is capped at the subsidy given for closing costs and is limited to the net proceeds from the sale, which includes the sales price minus the first lien and seller-paid closing costs, and covers brokers' commissions, reasonable attorney fees, and any applicable transfer or recording fees.

In all cases, the amount to be repaid is the subsidy provided directly to or on behalf of the homebuyer for closing costs and is limited to the net proceeds of the sale, which is defined as the sales price minus the first lien and seller paid closing costs and includes only the following items to the extent actually incurred: brokers commission, reasonable attorney fees, and any transfer tax or recording fee payable by the seller.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Federal assistance will be provided in the form of a 0% interest, forgivable deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties and a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Denton County.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City of Denton does not currently use HOME funds to refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City of Denton currently does not fund an activity utilizing 2026 HOME funds for TBRA activities.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   The City of Denton currently does not fund an activity utilizing 2026 HOME funds for TBRA activities.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

ATTACHMENT 2 – PUBLIC PARTICIPATION

CITIZEN PARTICIPATION

OUTREACH

& PUBLIC COMMENTS

PREPARED BY:

COMMUNITY DEVELOPMENT

601 E. HICKORY STREET DENTON,

TX 76205

PHONE: (940) 349-7726

JUNE 2026

PUBLIC NOTICE
2026-27 ACTION PLAN
HOUSING AND COMMUNITY DEVELOPMENT

The City of Denton's 2026 Action Plan for Housing and Community Development is available for citizen review from May 25 to June 23, 2026. Citizens may review the plan online at:

www.cityofdenton.com/communitydevelopment

The 2026 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). The estimated funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), CDBG reallocated funds, and local program income are $1,734,810.33. The allocations are based on the final allocation amounts from HUD.The funding caps and minimum allocation requirements set by HUD will be followed in the areas of human services and administration activities.

The City plans to undertake the following activities during the 2026-2027 program year to assist low and moderate-income persons.

PROJECTS

Community Development

- Administration: $276,852
- Minor Repair Program: $403,822.28
- Homebuyer Assistance Program: $300,000

Denton Community Shelter: $365,046

Denton County Friends of the Family: $50,000

Health Services of North Texas: $60,000

Paisley Street Preschool: $30,000

Parks and Recreation

- Summer Kids Camp: $50,000

The Salvation Army of Denton: $11,144

Unprogrammed HOME Funds: $187,946.05

TOTAL FUNDING: $1,734,810.33

PUBLIC HEARING INFORMATION

Tuesday, June 16, 2026, at 6:30 p.m. City Council Meeting Regular Session, 215 E. McKinney St.

The purpose of the meeting is to receive citizen input on the 2026 Action Plan and hear your views on the City of Denton's proposed projects in the next year.

Traductores de español estarán disponible.

Substantial Amendments:

1. The 2021 Action Plan to reallocate $25,057.82 in CDBG funds. The minor amendment would reallocate the balance from the Homebuyer Assistance Program to the Minor Repair Program. These funds are residual funds from program close-out in the previous year.
2. The 2024 Action Plan to reallocate $78,185.46 in CDBG funds. The minor amendment would reallocate the balance from Carl Young Park Trail Project to the Minor Repair Program.

For information, call (940) 349-7726

Comments may be submitted to Community Development by:
mail: 601 E. Hickory Street, Suite 115, Denton, TX 76205,
fax: (940)-349-7753,
email: CommunityDevelopment@cityofdenton.com,
or **phone:** (940)-349-7726

DRC MEDIA COMPANY

NEWS & ADVERTISING SOLUTIONS
One company delivers it all.

2413 Ft. Worth Drive
P.O. Box 369
Denton, TX 76202
940-387-3811

RECEIVED
JUN 01 RECD

Publication(s): Denton Record-Chronicle

PROOF OF PUBLICATION

Being duly sworn (s)he is the Publisher/authorized designee of Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper Denton Record-Chronicle on the following dates below:

05/24/2026

Alice McConnaughey
(signature of Authorized Designee)
Subscribed and sworn to before me
this 24th day of May, 2026 by

Alice McConnaughey
(printed name of Designee)
Witness my hand and official seal:

Patricia LaGard
(signature name of Designee)
Notary Public, Denton County, Texas

NOTARY PUBLIC STATE OF TEXAS
PATRICIA LAGARD
Notary ID # 13027960-6
My Commission Expires
August 05, 2027

DENTON CITY COMMUNITY SERVICES
401 N ELM ST
DENTON TX 76205

Ad Number: 61034 Price: $565.00

DRC MEDIA COMPANY

NEWS & ADVERTISING SOLUTIONS
One company delivers it all.

2413 Ft. Worth Drive
P.O. Box 369
Denton, TX 76202
940-387-3811

RECEIVED
JUN 01 RECD

Publication(s): Denton Record-Chronicle

PROOF OF PUBLICATION

Being duly sworn (s)he is the Publisher/authorized designee of Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper Denton Record-Chronicle on the following dates below:

05/24/2026

(signature of Authorized Designee)
Subscribed and sworn to before me
this 24th day of May, 2026 by

(printed name of Designee)
Witness my hand and official seal:

(signature name of Designee)
Notary Public, Denton County, Texas

PATRICIA LAGARD
Notary ID # 13027960-6
My Commission Expires
August 05, 2027

DENTON CITY COMMUNITY SERVICES
401 N ELM ST
DENTON TX 76205

Ad Number: 61034 Price: $565.00

PUBLIC NOTICE
2026-27 ACTION PLAN
HOUSING AND COMMUNITY DEVELOPMENT

The City of Denton's 2026 Action Plan for Housing and Community Development is available for citizen review from May 25 to June 23, 2026. Citizens may review the plan online at:

www.cityofdenton.com/communitydevelopment

The 2026 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). The estimated funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), CDBG reallocated funds, and local program income are $1,734,810.33. The allocations are based on the final allocation amounts from HUD.The funding caps and minimum allocation requirements set by HUD will be followed in the areas of human services and administration activities.

The City plans to undertake the following activities during the 2026-2027 program year to assist low and moderate-income persons.

PROJECTS

Community Development
- Administration: $276,852
- Minor Repair Program: $403,822.28
- Homebuyer Assistance Program: $300,000

Denton Community Shelter: $365,046
Denton County Friends of the Family: $50,000
Health Services of North Texas: $60,000
Paisley Street Preschool: $30,000
Parks and Recreation
- Summer Kids Camp: $50,000

The Salvation Army of Denton: $11,144
Unprogrammed HOME Funds: $187,946.05

TOTAL FUNDING: $1,734,810.33

PUBLIC HEARING INFORMATION

Tuesday, June 16, 2026, at 6:30 p.m. City Council Meeting Regular Session, 215 E. McKinney St.

The purpose of the meeting is to receive citizen input on the 2026 Action Plan and hear your views on the City of Denton's proposed projects in the next year.

Traductores de español estarán disponible.

Substantial Amendments:
1. The 2021 Action Plan to reallocate $25,057.82 in CDBG funds. The minor amendment would reallocate the balance from the Homebuyer Assistance Program to the Minor Repair Program. These funds are residual funds from program close-out in the previous year.
2. The 2024 Action Plan to reallocate $78,185.46 in CDBG funds. The minor amendment would reallocate the balance from Carl Young Park Trail Project to the Minor Repair Program.

For information, call (940) 349-7726

Comments may be submitted to Community Development by:
mail: 601 E. Hickory Street, Suite 115, Denton, TX 76205,
fax: (940)-349-7753,
email: CommunityDevelopment@cityofdenton.com,
or **phone:** (940)-349-7726

2 – Public Hearings: Promoted via Newspaper Ad (see part 1), social media (see part 4), Website (see part 5), and Email Listserv (see part 6)

3 – Online Survey: Promoted via social media (see part 4), Email Listserv (see part 6)

4 – Social Media/Nextdoor Posting





Comment on the 2026 Action Plan

City of Denton

Welcome to the official Nextdoor page for the City of Denton, Texas! We're here to engage with the community on the latest happenings in Denton. For more ways to connect with us, visit https://www.cityofdenton.com.... see more

Subscribed | Share

City of Denton ✓
City of Denton Marketing and Communications · 4 hr ago · Edited

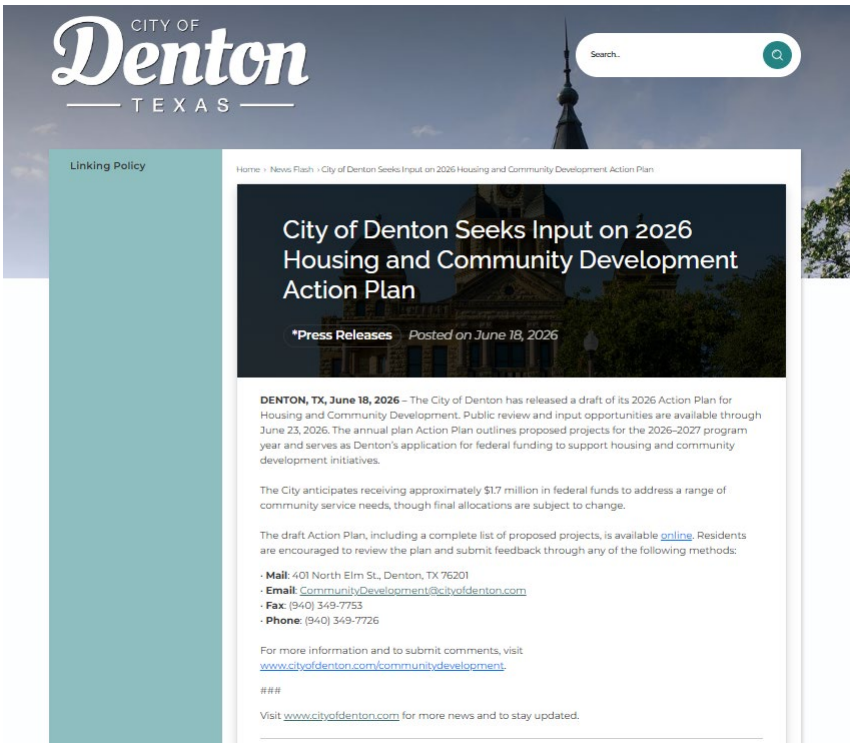
The City's draft 2026 Action Plan for Housing and Community Development is available for public review and comment until June 23, 2026. The plan serves as Denton's annual application for federal housing and community development funds and outlines proposed projects for the 2025-26 program year meant to fund community service needs. Approximately $1.7 million in federal funding is anticipated, with final allocations subject to adjustment.

Residents may review the plan, including a list of projects the City plans to undertake during the 2026-27 program year, online at www.cityofdenton.com/communitydevelopment.

How to Submit Comments:

- Email: CommunityDevelopment@cityofdenton.com
- Mail: 601 E. Hickory Street, Suite 115, Denton, TX 76205
- Phone: **(940) 349-7726** | Fax: **(940) 349-7753**
- Public Hearing: Tuesday, June 16 | 6:30 p.m.
  - City Council Regular Session (215 E. McKinney St.)

For more information and to provide feedback, visit www.cityofdenton.com/communitydevelopment.



Jones, Tamara

From: City of Denton Community Services <communitydevelopment@cityofdenton.cor
Sent: Monday, May 25, 2026 10:02 AM
To: Jones, Tamara
Subject: 2026 Action Plan Public Hearing & Comment Period

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

Community Services

Social Services | Housing Services | Neighborhood Services | Animal Services

Visit our Website

Comment on the 2026 Action Plan

The 2026 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). The estimated funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), CDBG reallocated funds, and local program income are $1,734,810.33. The City plans to undertake the following activities during the 2026-27 program year to assist low and moderate-income persons.

Provide Comment and Attend the Public Hearing!

Help ensure community needs are being addressed by reviewing the plan linked below and providing comment in writing to Community Development by:

- **Mail** to 601 E. Hickory Street, Suite 115, Denton, TX 76205
- **Phone** to (940) 349-7726 or **fax** to (940) 349-7753
- **Email** to CommunityDevelopment@cityofdenton.com

or at the upcoming Public Hearing on:

- Tuesday, June 16, 2026, at 6:30 p.m. City Council Meeting Regular Session, 215 E. McKinney St.

PROJECTS

Community Development

- Administration: $276,852
- Minor Repair Program: $403,822.28
- Homebuyer Assistance Program: $300,000

Denton Community Shelter: $365,046
Denton County Friends of the Family: $50,000
Health Services of North Texas: $60,000
Paisley Street Preschool: $30,000
Parks and Recreation

- Summer Kids Camp: $50,000

The Salvation Army of Denton: $11,144
Unprogrammed HOME Funds: $187,946.05

TOTAL FUNDING: $1,734,810.33

COMMENT ON THE 2026 ACTION PLAN

Help ensure community needs are being addressed by reviewing the 2026 Action Plan Draft and providing comments during the 30-day comment period from May 25 to June 23, 2026. Comments may be submitted to Community Development by:

- Mail to Community Development. 601 E. Hickory Street, Suite 115, Denton, TX 76205.
- Phone to (940) 349-7726 or Fax to (940) 349-7753.
- Email to CommunityDevelopment@cityofdenton.com

Attend the Public Hearing

Tuesday, June 16, 2026, at 6:30 p.m. City Council Meeting Regular Session, 215 E. McKinney St.

The purpose of the meeting is to receive citizen input on the 2026 Action Plan and hear your views on the City of Denton's proposed projects in the next year. Traductores de español estarán disponible.

PUBLIC COMMENTS RECEIVED:

1. Public Hearing #1 on 10/28/25: The following comments and questions were received during the public hearing and staff provided responses:
    a. What is the city doing to feed those who are not in the service area, or can't be assisted in shelter?
    b. When people exit from programs, how often do we evaluate a barred person, etc.?
    c. When does HUD update the income amounts?
    d. Is the funding impacted by the government shutdown?
    e. How can services make homelessness rare, brief, and nonrecurring?
    f. There are 300 units that the affordability period is set to expire, are there any thoughts of how the city plans to help those households in these affordable units?
    g. Has there been any conversations about where the bonds go?
    h. When does the committee over the approved bond meet?
    i. Can we ensure that some of these bonds be used for Permanent Supportive Housing (PSH)?
    j. What other diversion approaches can be taken because while the city states they are meeting the expectation, the need is far greater than what can be done.
    k. Have we considered using bond funds for gap funding?
    l. What does the City of Denton staff need from the community?

2. Public Hearing #2 on 6/16/26:
    a. No comments were received during the June 16 City Council Public Hearing.

3. 30-day Comment Period
    a. No comments were received during the 30-day comment period.

4. Online Survey Results and Comments:
    a. Below is a summary of the results and comments received. Comments regarding City services not pertaining to eligible activities under CDBG or HOME were not incorporated into the plan.

2026-2027 City of Denton

Community Development

Funding Priority Survey Results

2026-2027 Community Development Funding Priority Survey Overview

Each year, the City of Denton receives federal funds from the U.S. Department of Housing and Urban Development (HUD) for community development, housing, and public services for low and moderate-income persons. The City of Denton conducts an annual survey to gather resident feedback regarding community priorities for housing and community development needs. The Community Services Advisory Committee utilizes this feedback to evaluate and recommend organizations for funding through the City of Denton's Community Development Grant Program.

In October 2025 the Community Services Department conducted a 14- question Funding Priority Survey via Survey Methods for the 2026-2027 Funding Program Year. Community members were notified of the survey via email, social media, the City's website, and the Denton Record Chronicle. There were 313 responses to the survey.

Respondents were asked to rank the needs in program areas identified in the City's 2023-2027 Consolidated Plan for Housing and Community Development: Affordable Housing, Homelessness, Public Services, Public Facilities in order of priority, with 1 being the highest priority or most important. This year the survey also gathered feedback on how residents prefer to receive feedback on community development activities, and common ways to seek or refer neighbors to local resources.

The priorities for each program area were captured using 3 metrics; average ranking, the raw number and the percentage in which the need was selected as a top 3 of priority by respondents. For example, in question one; "Affordable Housing: Please rank the following Affordable Housing needs in the City of Denton in order of priority, with 1 being the highest priority."; "Repair homes for low-income homeowners" received an average ranking of 2.61 and was selected as a top 3 priority by 252 out of 310 respondents or 81.29%, essentially making it the top priority related to affordable housing. This was followed by "Provide housing for groups with limited access to resources" with a 2.61 Ranking Average and top 3 selections by 204 out of 310 respondents or 65.80% and "Help residents buy their first home" with a 2.86 Ranking Average and top 3 selections by 184 out of 310 respondents or 59.35%, representing the second and third priorities related to affordable housing.

This report provides a summary of the survey results. Questions or comments may be submitted to the Community Services department via email (CommunityDevelopment@CityofDenton.com) or phone (940) 349-7726.

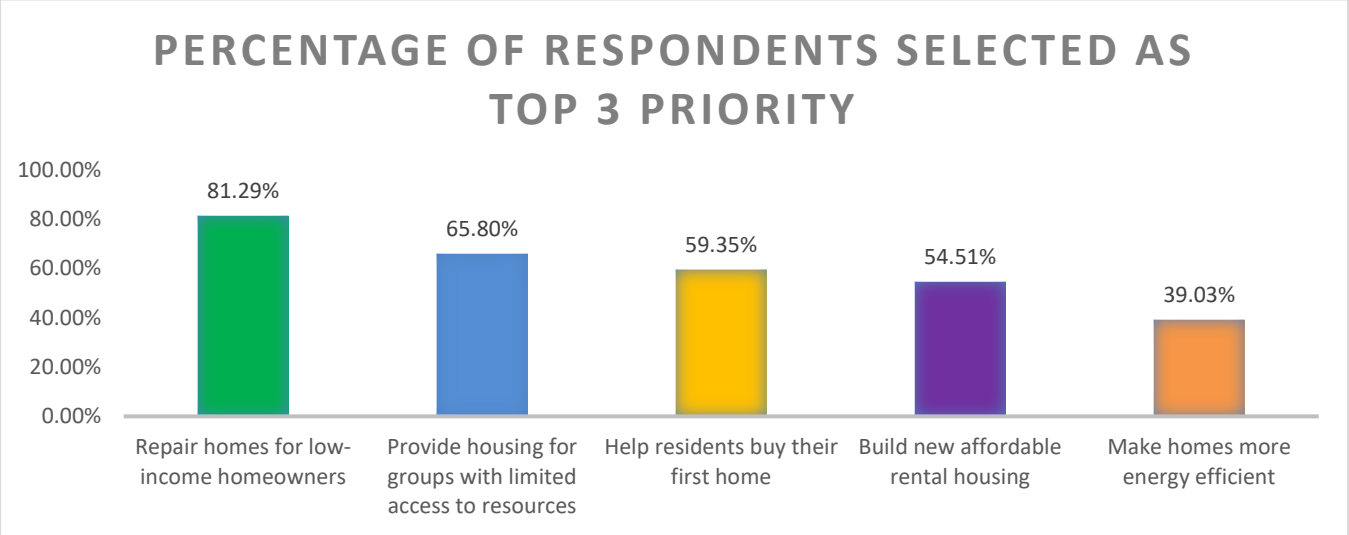
Survey Summary: Community Development Funding Survey (2026-2027)

Survey Status		Respondent Statistics		Points Summary
Status:	Closed	**Total Responses:**	313	No Points Questions used in this survey.
Opened Date:	10/01/2025	**Completes:**	313	
Closed Date:	10/31/2025	**Partials:**	0	

Question 1. Affordable Housing: Please rank the following Affordable Housing needs in the City of Denton in order of priority, with 1 being the highest priority.

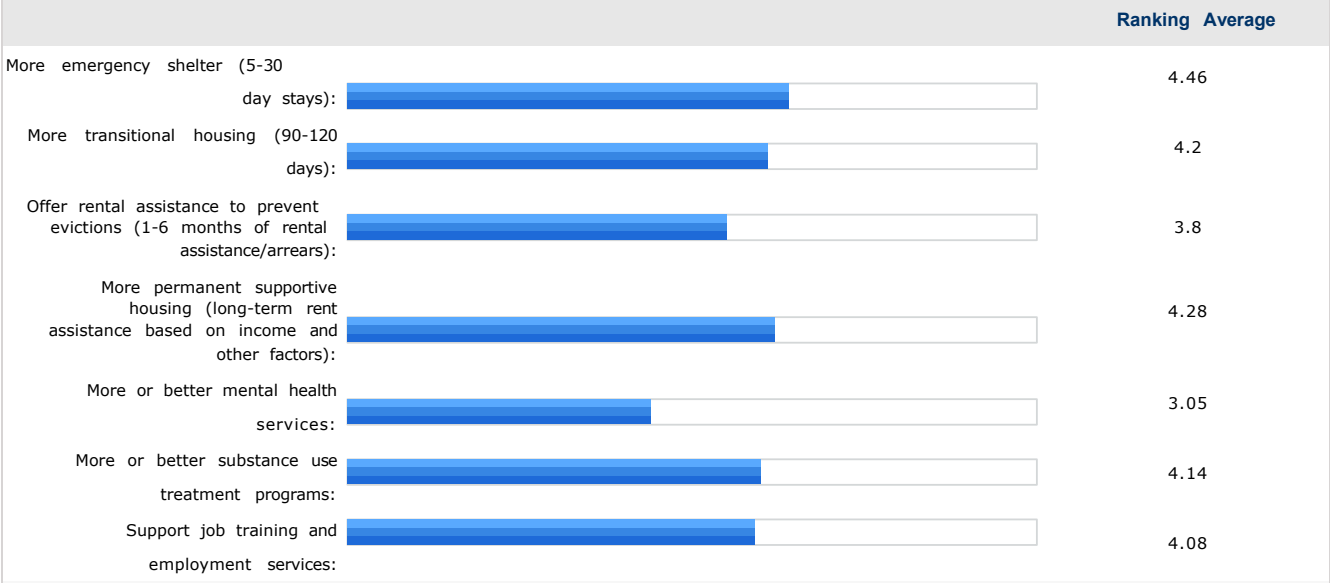
	Ranking Average
Build new affordable rental housing:	3.15
Help residents buy their first home:	2.86
Repair homes for low-income homeowners:	2.61
Make homes more energy efficient:	3.77
Provide housing for groups with limited access to resources:	2.61

Total Responded to this question:	310
Total who skipped this question:	3
Total:	313

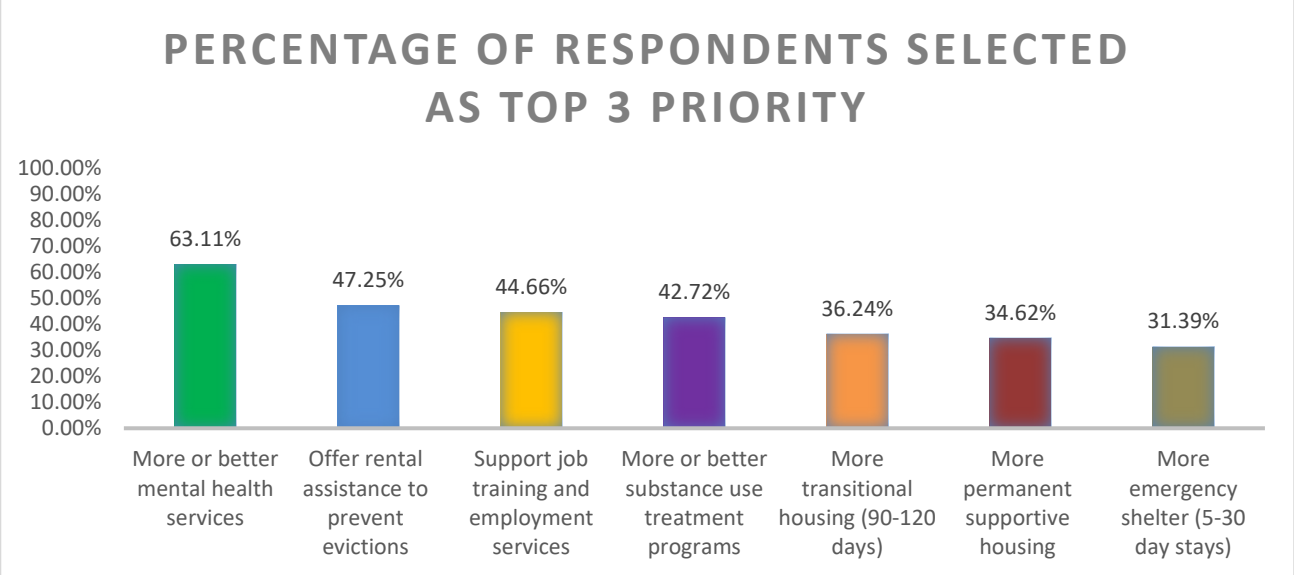


Selected as a top 3 priority	RESPONSES
1. Repair homes for low-income homeowners	81.29% - 252
2. Provide housing for groups with limited access to resources	65.80% - 204
3. Help residents buy their first home	59.35% - 184
4. Build new affordable rental housing	54.51% - 169
5. Make homes more energy efficient	39.03% - 121

Question 2. Making Homelessness Rare, Brief, and Nonrecurring: Please rank the following actions the City of Denton could take to reduce homelessness, with 1 being the highest priority.



Total Responded to this question:	309
Total who skipped this question:	4
Total:	313

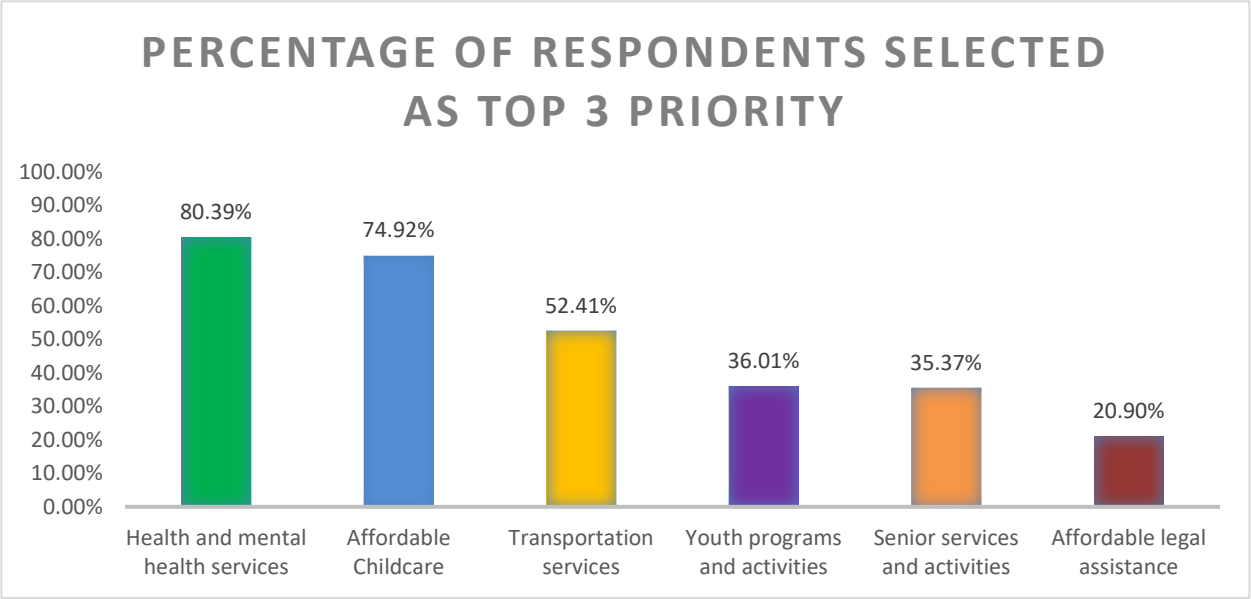


Selected as a top 3 priority	RESPONSES
1. More or better mental health services	63.11% - 195
2. Offer rental assistance to prevent evictions (1-6 months of rental assistance/arrears)	47.25% - 146
3. Support job training and employment services	44.66% - 138
4. More or better substance use treatment programs	42.72% - 132
5. More transitional housing (90-120 days)	36.24% - 112
6. More permanent supportive housing (long-term rent assistance based on income and other factors)	34.62% - 107
7. More emergency shelter (5-30 day stays)	31.39% - 97

Question 3. Public Services (also known as social services or human services): Please rank the following services in order of priority for the City of Denton, with 1 being the highest priority.

	Ranking Average
Affordable childcare:	2.6
Senior services and activities:	4.07
Health and mental health services:	2.29
Transportation services:	3.4
Affordable legal assistance:	4.66
Youth programs and activities:	3.98

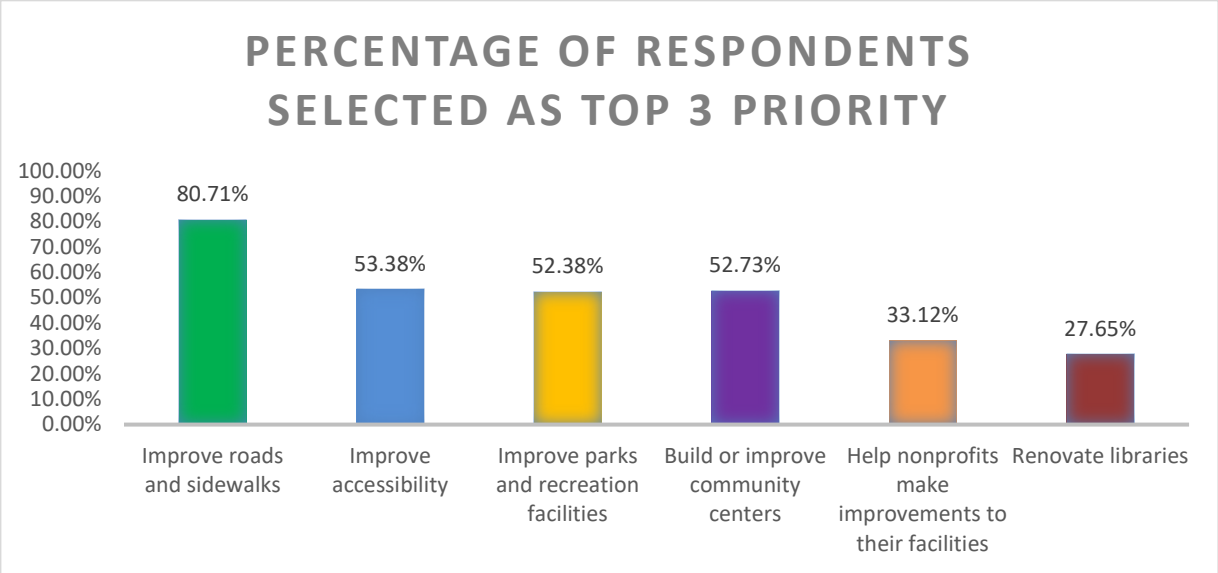
Total Responded to this question:	311
Total who skipped this question:	2
Total:	313



Selected as a top 3 priority	RESPONSES
1. Health and mental health services	80.39% - 250
2. Affordable Childcare	74.92% - 233
3. Transportation services	52.41% - 163
4. Youth programs and activities	36.01% - 112
5. Senior services and activities	35.37% - 110
6. Affordable legal assistance	20.90% - 65

Question 4. Public Facilities, Public Improvements, and Infrastructure: Please rank the following improvements in order of priority for the City of Denton, with 1 being the highest priority.

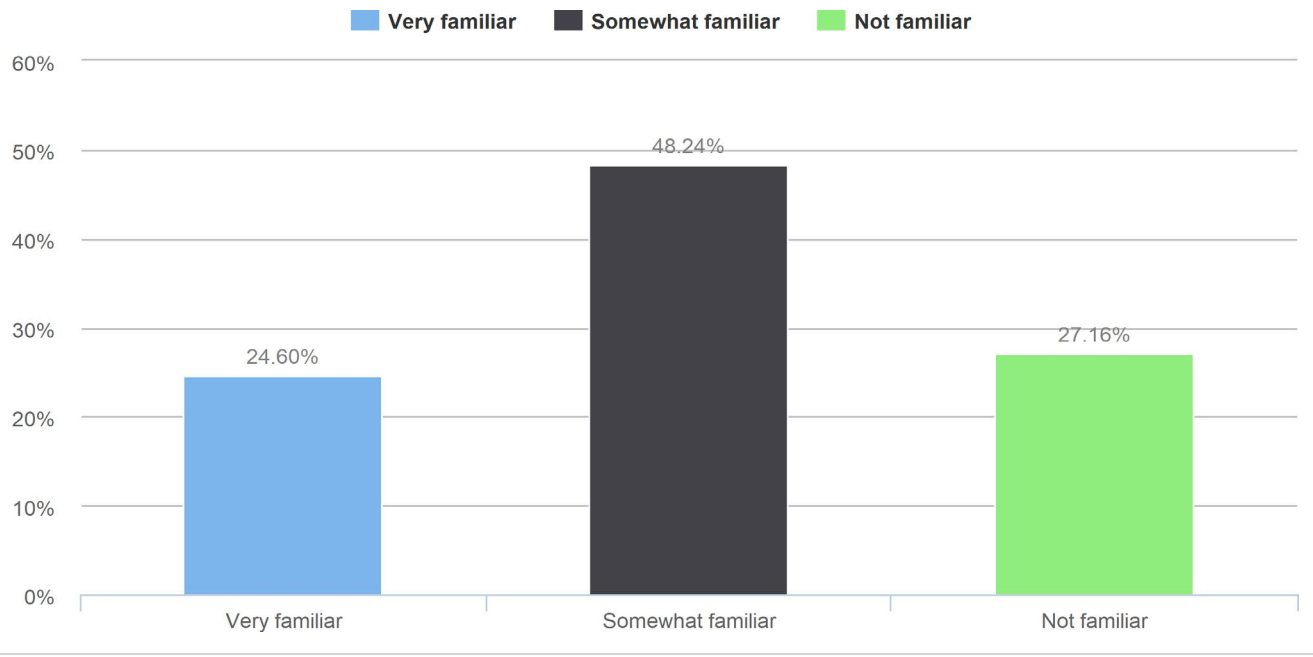
	Ranking Average
Help nonprofits make improvements to their facilities:	4.19
Improve roads and sidewalks:	2.15
Build or improve community centers:	3.43
Improve parks and recreation facilities:	3.38
Improve accessibility:	3.43
Renovate libraries:	4.42
Total Responded to this question:	311
Total who skipped this question:	2
Total:	313



Selected as a top 3 priority	RESPONSES
1. Improve roads and sidewalks	80.71% - 251
2. Improve accessibility	53.38% - 166
3. Improve parks and recreation facilities	52.73% - 164
4. Build or improve community centers	52.41% - 163
5. Help nonprofits make improvements to their facilities	33.12% - 103
6. Renovate libraries	27.65% - 86

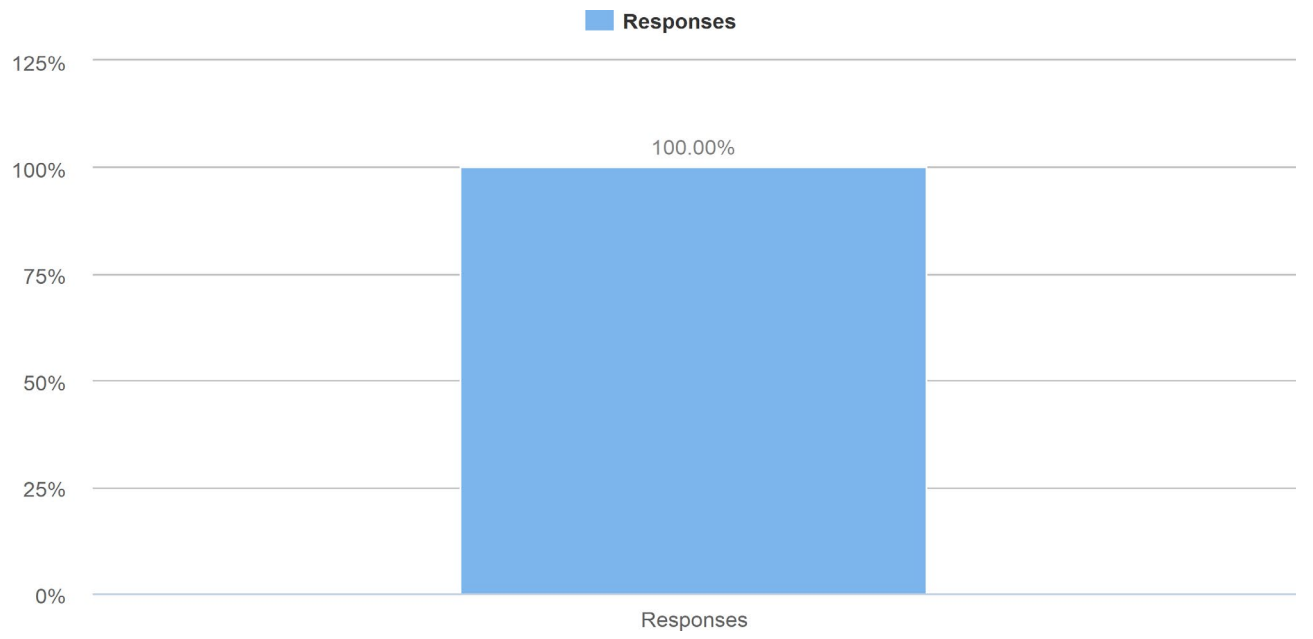
Question 5. How familiar are you with programs and services offered by nonprofit funded by the City of Denton to support affordable housing, public services, and community improvements?

	Responses	Percent
Very familiar:	77	24.6%
Somewhat familiar:	151	48.24%
Not familiar:	85	27.16%
Total Responded to this question:	313	100%
Total who skipped this question:	0	0%
Total:	313	100%



Question 6. Do you have any suggestions on how the City of Denton could better engage with residents on community development activities?

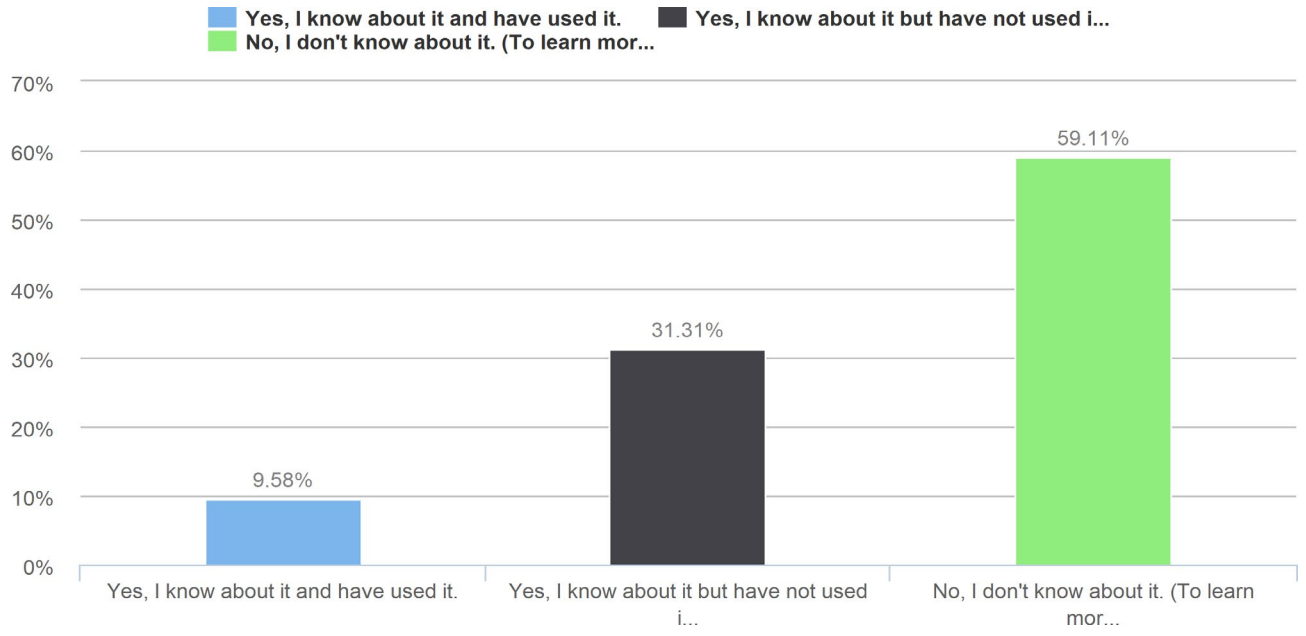
	Responses	Percent
Responses:	164	100%
Total Responded to this question:	164	52.4%
Total who skipped this question:	149	47.6%
Total:	313	100%



Click to View Question 6 Comment Responses (164 Total).

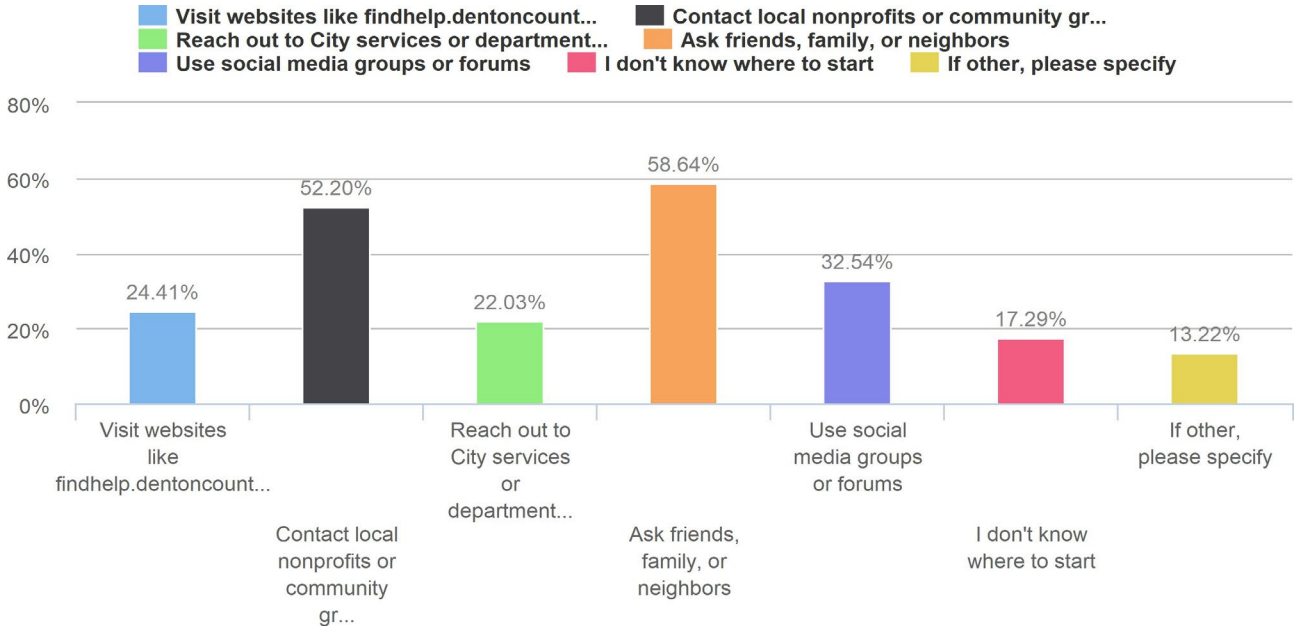
Question 7. Do you know about FindHelp Denton County (findhelp.dentoncounty.gov), a free website to find local help for things like housing, food, and healthcare?

	Responses	Percent
Yes, I know about it and have used it.:	30	9.58%
Yes, I know about it but have not used it.:	98	31.31%
No, I don't know about it. (To learn more, click on the link above.):	185	59.11%
Total Responded to this question:	313	100%
Total who skipped this question:	0	0%
Total:	313	100%



Question 8. If you or someone you know needs help with housing, food, healthcare, or other services, how do you usually get help (Select all that apply)

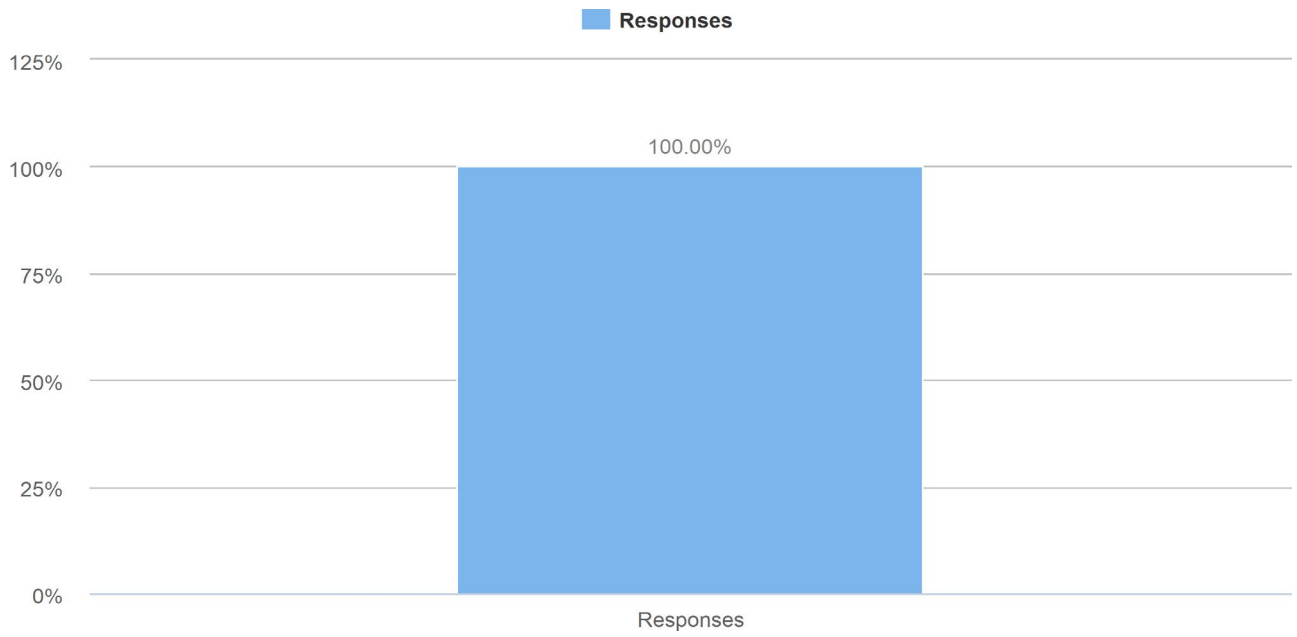
	Responses	Percent
Visit websites like findhelp.dentoncounty.gov or 211.org:	72	24.41%
Contact local nonprofits or community groups:	154	52.2%
Reach out to City services or departments:	65	22.03%
Ask friends, family, or neighbors:	173	58.64%
Use social media groups or forums:	96	32.54%
I don't know where to start:	51	17.29%
If other, please specify:	39	13%
Total Responded to this question:	295	94.25%
Total who skipped this question:	18	5.75%
Total:	313	100%



Click to View Question 8 “If other, please specify” Responses (39 Total).

Question 9. What can the City of Denton do to help residents find and get the help they need more easily? (For example, more advertising, simple websites, in-person events, etc.)

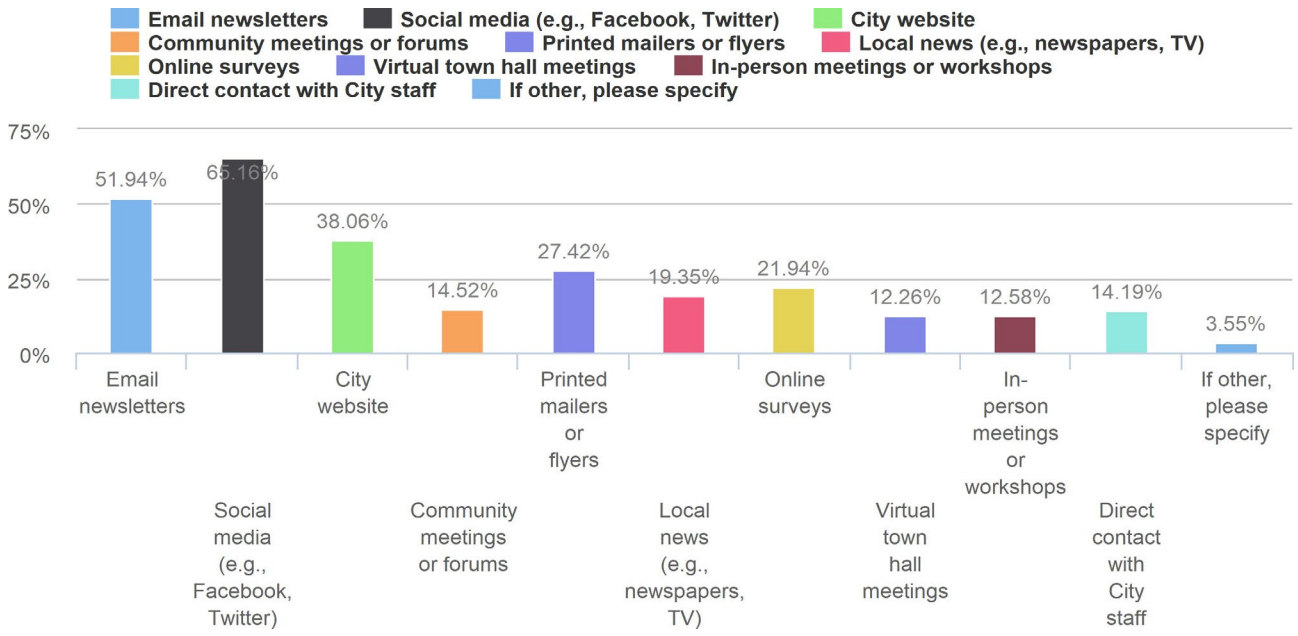
	Responses	Percent
Responses:	187	100%
Total Responded to this question:	187	59.74%
Total who skipped this question:	126	40.26%
Total:	313	100%



Click to View Question 9 Comment Responses (187 Total).

Question 10. What are your top three preferred ways to receive information and provide feedback about community programs and funding opportunities? (Select up to three)

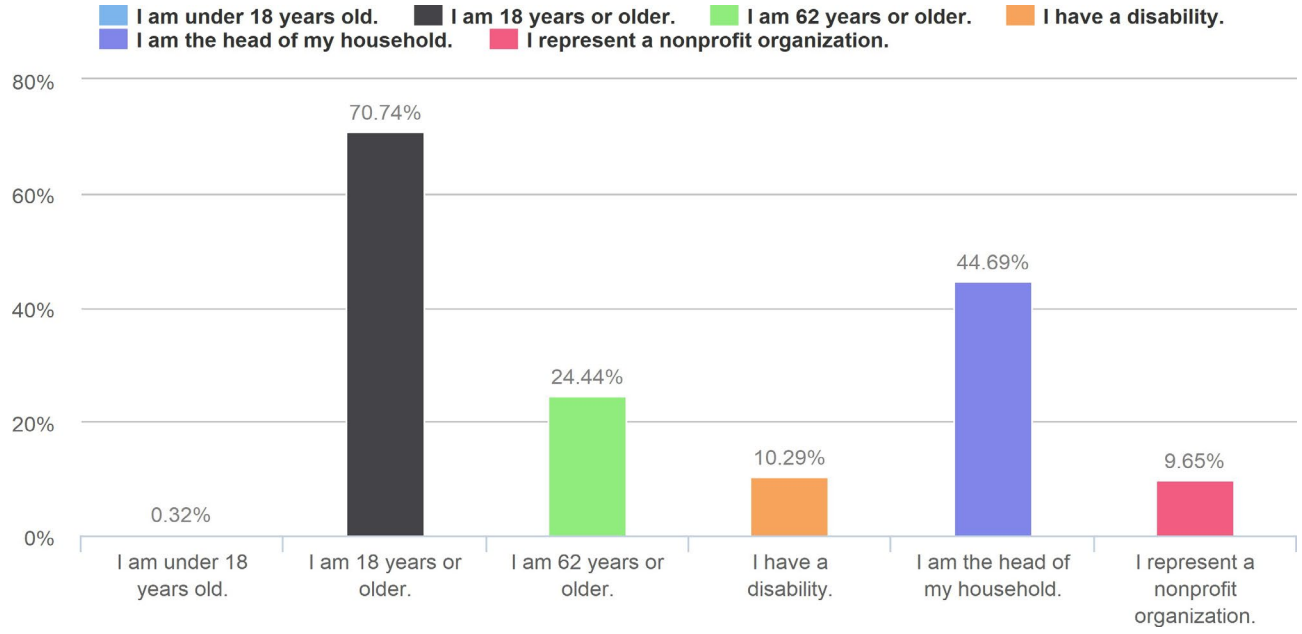
	Responses	Percent
Email newsletters:	161	51.94%
Social media (e.g., Facebook, Twitter):	202	65.16%
City website:	118	38.06%
Community meetings or forums:	45	14.52%
Printed mailers or flyers:	85	27.42%
Local news (e.g., newspapers, TV):	60	19.35%
Online surveys:	68	21.94%
Virtual town hall meetings:	38	12.26%
In-person meetings or workshops:	39	12.58%
Direct contact with City staff:	44	14.19%
If other, please specify:	11	3%
Total Responded to this question:	310	99.04%
Total who skipped this question:	3	0.96%
Total:	313	100%



Click to View Question 10 “If Other, please specify” Responses (11 total).

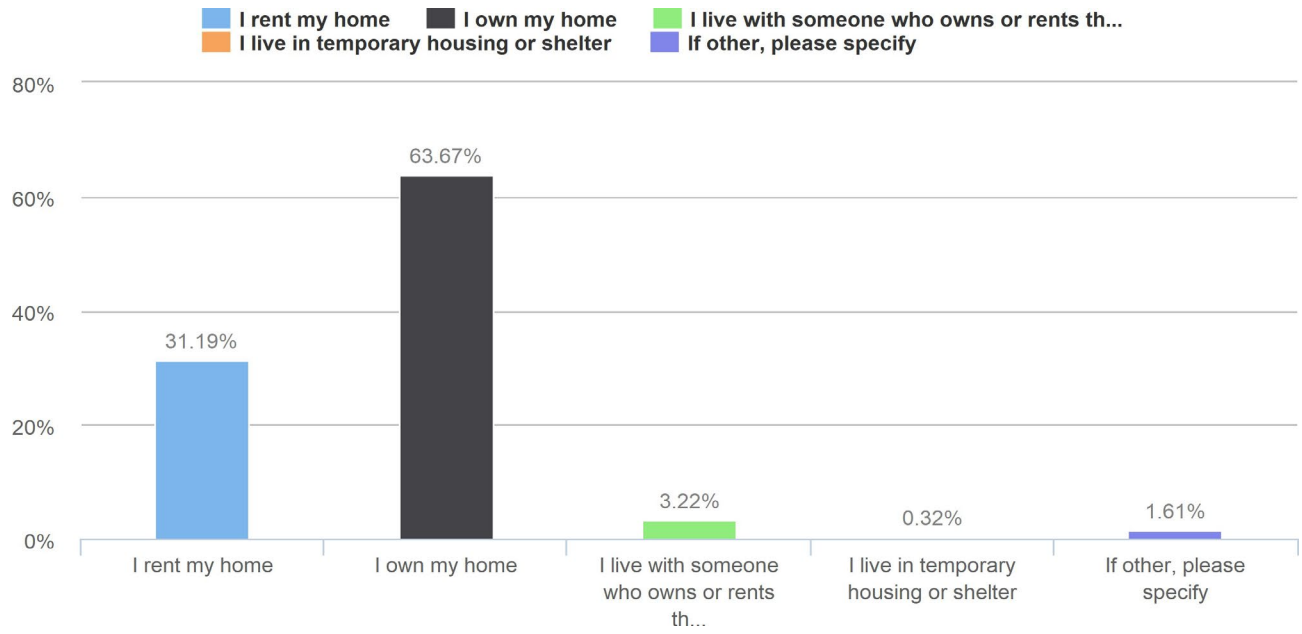
Question 11. Please tell us about yourself. (Select all that apply)

	Responses	Percent
I am under 18 years old.:	1	0.32%
I am 18 years or older.:	220	70.74%
I am 62 years or older.:	76	24.44%
I have a disability.:	32	10.29%
I am the head of my household.:	139	44.69%
I represent a nonprofit organization.:	30	9.65%
Total Responded to this question:	311	99.36%
Total who skipped this question:	2	0.64%
Total:	313	100%



Question 12. Which of the following best describes your living situation?

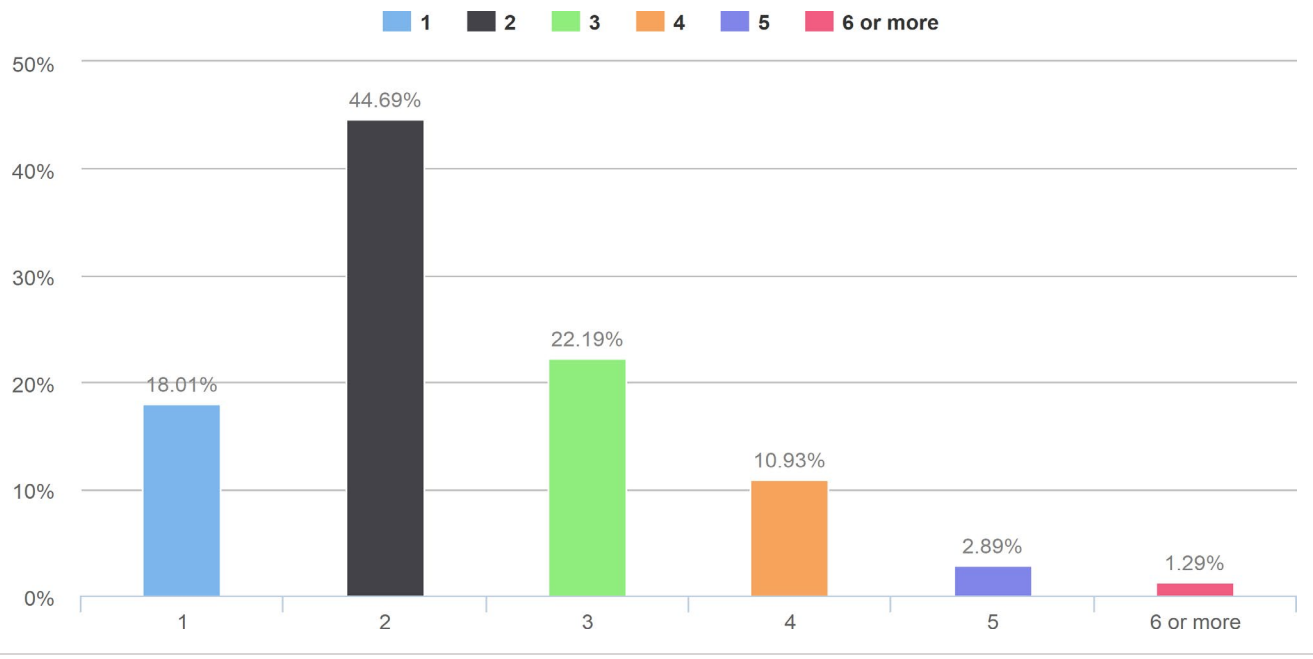
	Responses	Percent
I rent my home:	97	31.19%
I own my home:	198	63.67%
I live with someone who owns or rents the home:	10	3.22%
I live in temporary housing or shelter:	1	0.32%
If other, please specify:	5	1.61%
Total Responded to this question:	311	99.36%
Total who skipped this question:	2	0.64%
Total:	313	100%



Click to View Question 12 Comment Responses (5 Total)

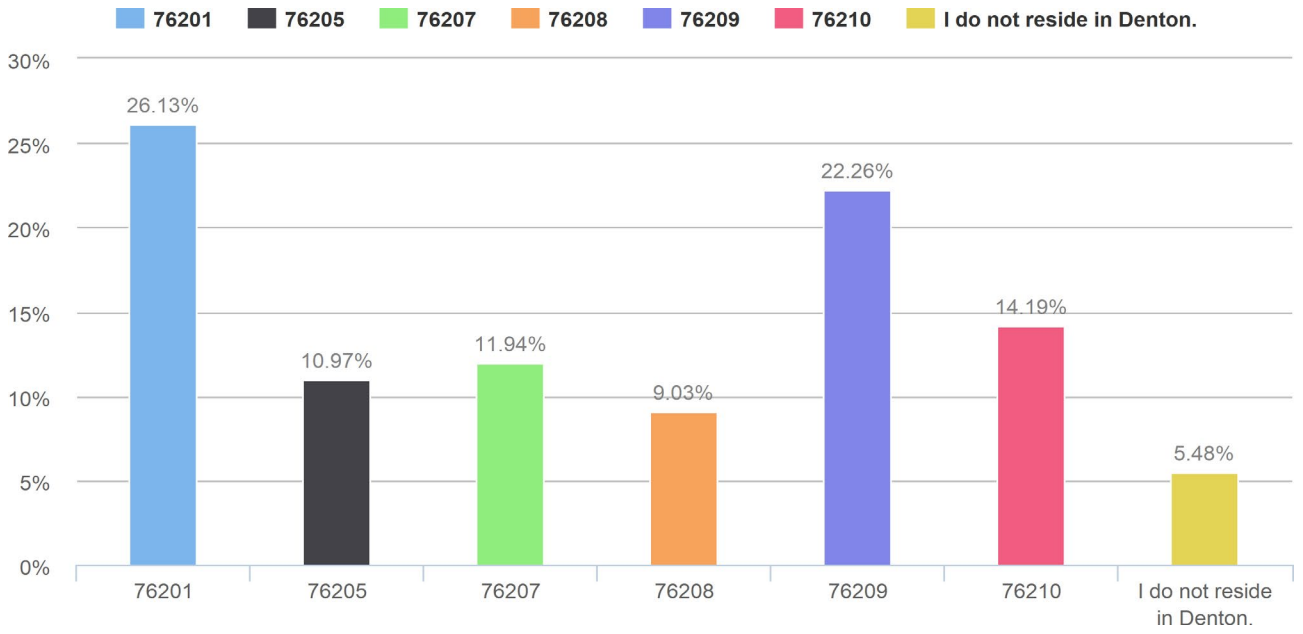
Question 13. Including yourself, how many people currently live in your household?

	Responses	Percent
1:	56	18.01%
2:	139	44.69%
3:	69	22.19%
4:	34	10.93%
5:	9	2.89%
6 or more:	4	1.29%
Total Responded to this question:	311	99.36%
Total who skipped this question:	2	0.64%
Total:	313	100%



Question 14. Which zip code do you live in?

	Responses	Percent
76201:	81	26.13%
76205:	34	10.97%
76207:	37	11.94%
76208:	28	9.03%
76209:	69	22.26%
76210:	44	14.19%
I do not reside in Denton.:	17	5.48%
Total Responded to this question:	310	99.04%
Total who skipped this question:	3	0.96%
Total:	313	100%



OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [ ] New
- [x] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 04/06/2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: B25MC480036

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Denton

* b. Employer/Taxpayer Identification Number (EIN/TIN): 75-6000514

* c. UEI: NAQBJ67VUM95

d. Address:

* Street1: 215 E. McKinney St
Street2:
* City: Denton
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 76201-4229

e. Organizational Unit:

Department Name: Community Services

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Luisa
Middle Name:
* Last Name: Rodriguez-Garcia
Suffix:

Title: Community Development Manager

Organizational Affiliation: City of Denton, Texas

* Telephone Number: 940-349-7238
Fax Number: 940-349-7753

* Email: Luisa.Garcia@cityofdenton.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14-218

Assistance Listing Title:

CDBG

*** 12. Funding Opportunity Number:**

14-218

* Title:

CDBG

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Denton plans to utilize CDBG funding for programs that are offered to persons/households below 80% AMI to assist with the city's key strategies.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-013 * b. Program/Project: TX-013

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026 * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	1,140,961.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	103,243.28
* f. Program Income	4,000.00
* g. TOTAL	1,248,204.28

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Cassey

Middle Name:

* Last Name: Ogden

Suffix:

* Title: Interim City Manager

* Telephone Number: 940-349-7195 Fax Number:

* Email: Cassey.Ogden@cityofdenton.com

* Signature of Authorized Representative: * Date Signed:

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [ ] New
- [x] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 04/06/2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: B25MC480036

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Denton

* b. Employer/Taxpayer Identification Number (EIN/TIN): 75-6000514

* c. UEI: NAQBJ67VUM95

d. Address:

* Street1: 215 E. McKinney St
Street2:
* City: Denton
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 76201-4229

e. Organizational Unit:

Department Name: Community Services

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Luisa
Middle Name:
* Last Name: Rodriguez-Garcia
Suffix:

Title: Community Development Manager

Organizational Affiliation: City of Denton, Texas

* Telephone Number: 940-349-7238
Fax Number: 940-349-7753

* Email: Luisa.Garcia@cityofdenton.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14-239

Assistance Listing Title:

HOME

*** 12. Funding Opportunity Number:**

14-239

* Title:

HOME

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Denton plans to utilize HOME funding for programs that are offered to households below the 80% AMI to assist with the city's key strategies.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-013 * b. Program/Project: TX-013

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026 * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	486,606.05
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	486,606.05

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Cassey

Middle Name:

* Last Name: Ogden

Suffix:

* Title: Interim City Manager

* Telephone Number: 940-349-7195 Fax Number:

* Email: Cassey.Ogden@cityofdenton.com

* Signature of Authorized Representative: * Date Signed:

CDBG

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

Cassey Ogden

*Title: Interim City Manager

*Applicant/Recipient Organization:

City of Denton, Texas

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

HOME

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

Cassey Ogden

*Title: Inteirm City Manager

*Applicant/Recipient Organization:

City of Denton, Texas

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

Exhibit 3

2026-27 Community Development Grant Program

Project Descriptions

Organization	Project Description	Funding Source	Funding Amount	Projected Outputs
HUMAN SERVICES PROJECTS				
Children's Advocacy Center for North Texas, Inc.	Direct client services to help child abuse victims and families needing services.	General Funds	$50,000	84
COD PARD Summer Kids Camp	Full and partial scholarships for a summer day camp program to income-eligible kids in need of quality care, mentoring, development of life skills, leadership, respect for others and respect for self.	CDBG	$50,000	34
Communities in Schools	Dropout prevention programs in Denton ISD campuses located within city limits of Denton serving grades K-12 students who struggle with academic, social, emotional, and/or physical barriers to success and are at-risk of dropping out of school based on Texas Education Agency's 14 at-risk criteria.	General Funds	$36,000	840
Court Appointed Special Advocates of Denton County	Recruit, train and support community volunteers to advocate for the best interest of abused and neglected children, and to promote community awareness of child abuse issues.	General Funds	$40,000	200
Cumberland Youth and Family Services	Trauma-informed mental healthcare to children, individuals, families, and couples who qualify for services based on income, location, and lack of insurance.	General Funds	$25,000	44
Denton Christian Preschool	Quality education for preschool age children in the Denton community to ensure children are at or above grade level when entering kindergarten and help end generational poverty. Funds will cover a portion of salaries for two (2) employees – Bilingual Teacher and Bus Driver.	General Funds	$25,000	46
Denton County Friends of Family	Shelter night consisting of one night of stay and includes supportive services; advocacy, counseling, case management, legal and protective order assistance, assistance with Crime Victim's Compensation, and housing location and assistance.	CDBG	$50,000	270
Denton County MHMR	Outreach to Suicide Survivors by LOSS Team who are on-site at the scene of a suicide to provide resources and hope to newly bereaved. Funds will cover the cost of the LOSS Team Coordinator salary.	General Funds	$35,000	18
Giving Grace	Supportive services including case management to individuals transitioning from homelessness and into housing.	General Funds	$36,000	12
Health Services of North Texas	Provides quality primary medical care for impoverished and uninsured/underinsured patients of all ages (including women's health & prenatal care).	CDBG	$60,000	240
Heart of the City	Expansion of food pantry services to meet hunger crisis in North Texas.	General Funds	$15,000	1,154
Opening Doors International Services	Outreach, consultation on immigration benefits and openings for immigration cases at low- or no-cost.	General Funds	$16,000	100
Our Daily Bread	Funds will support one case manager partial salary providing intensive, housing-focused case management services.	General Funds	$40,000	300
Paisley Street Preschool	Salary will support early learning experiences for children ages 18 months to 5 years old on a sliding scale tuition.	General Funds	$15,500	55
Pedi Place	Primary healthcare and mental health services for children residing in Denton ages birth to 18 who are uninsured or qualify for Medicaid or CHIP benefits.	General Funds	$36,000	617
Refuge for Women	Salary will support Resident Navigation Services for survivors of sex trafficking with individualized support plans to achieve mental and housing stability.	General Funds	$30,644	12
The Salvation Army, A Georgia Corp - Denton	Assistance with food provided during the K.A.R.E. Kitchen daily meals and Food Pantry for cli ents experiencing homelessness and low-income households. Partial salary to support the KARE Kitchen Cook and Pantry Coordinator positions.	CDBG/ General Funds	$26,000	1,800
	TOTAL		**$586,144**	***5826 PEOPLE***
HOUSING PROJECTS				
City of Denton - Homebuyer Assistance Program	The program assists first time homebuyers with closing costs and down payment assistance to low and moderate households	CDBG/HOME	$300,000	5
City of Denton - Minor Repair Program	The program addresses urgently needed repairs of homes in the city limits of Denton up to $24,500 for low and moderate income households.	CDBG	$403,822	38
	TOTAL		**$703,822**	***43 UNITS***
PUBLIC FACILITY PROJECTS				
Denton Community Shelter	Repairs in bathrooms to enhance facilities using materials appropriate for usage. Repairs include demolition, reconstruction of wall system, installation of moisture-resistant finishes, upgrades to plumbing, improvements to mechanical ventilation, flooring replacement, and comprehensive ADA compliance verification.	CDBG	$365,046	1,878
Paisley Street Preschool	Window replacement to provide better energy and temperature control in the facility.	CDBG	$30,000	55
	TOTAL		**$395,046**	***1,933 PEOPLE***

EXHIBIT 4
2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT SERVICE AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS AND SUBRECIPIENT

This 2026-2027 Grant Service Agreement ("Agreement") is made and 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 [SUBRECIPIENT NAME], a Texas nonprofit corporation with its principal place of business at [ADDRESS], hereinafter referred to as "SUBRECIPIENT."

WHEREAS, CITY has received certain funds from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (the "ACT"); CDBG Program, CFDA Number 14-218; and

WHEREAS, CITY's Community Services Advisory Committee ("CSAC") has reviewed the SUBRECIPIENT's proposal for services and has determined that SUBRECIPIENT performs an important service for the residents of the City of Denton without regard to race, religion, color, age, or national origin, and the CSAC recommends SUBRECIPIENT's proposal for services; and

WHEREAS, CITY has determined that the SUBRECIPIENT's proposal for services can provide needed services to the residents of the City of Denton in accordance with the 2023-2027 City of Denton Consolidated Plan and will benefit low- and moderate-income persons in the City of Denton, and desires to enter into an agreement for such services; and

WHEREAS, CITY has adopted a budget and included therein an authorized budget for the expenditure of funds in accordance with its 2023-2027 City of Denton Consolidated Plan and 2026 Action Plan;

WHEREAS, CITY has designated the Community Development Division as the division responsible for the administration of this Agreement and all matters pertaining thereto; and

WHEREAS, CITY's City Council has approved the expenditure of up to $XX,XXX.XX in CDBG funds consistent with the terms of this Agreement;

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

1. TERM

This Agreement shall commence on or as of October 1, 2026, and shall terminate on September 30, 2027, unless sooner terminated in accordance with Section 25 "Termination."

2. REPRESENTATIONS AND ACKNOWLEDGMENTS

A. SUBRECIPIENT assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement.
B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT, do hereby warrant and guarantee that he, she, or 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 is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section.

D. The CITY's Director of Community Services will be CITY's representative responsible for the administration of this Agreement.

E. Both parties agree and acknowledge that the amount of funds provided hereunder is necessary and sufficient payment for full and satisfactory performance of the program in accordance with all terms, provisions, and requirements of this Agreement.

F. The parties expressly understand and agree that CITY's payment obligations under this Agreement are contingent upon CITY's receipt and appropriation of adequate CDBG 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.

G. 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.

H. Funding not expended within the term of this Agreement will revert to the City of Denton's CDBG budget for use on alternative services or projects.

3. SUBRECIPIENT OBLIGATIONS

A. **Performance of Scope of Services.**

(1) SUBRECIPIENT shall perform 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

(2) Subrecipient shall be eligible for reimbursement only for expenditures made in accordance with the Budget, set forth in Exhibit B, to complete those services described in the Scope of Services in Exhibit A. SUBRECIPIENT shall not utilize these funds for any other purpose. No modifications or alterations may be made to the Scope of Services or Budget without the prior written approval of the CITY's Director of Community Services.

(3) 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 Community Development Block Grant ("CDBG") program's National Objective of benefit to low and moderate-income persons. SUBRECIPIENT shall provide services to persons whose income is equal to or lower than 80% of the median income of the Dallas standard metropolitan statistical area. To accomplish this, the SUBRECIPIENT shall use the current applicable income limits published by HUD for lower income housing assistance under Section 8 of the United States Housing Act of 1937. Income eligibility shall be determined by the sum of the gross income of all individuals residing in the household. Services must be provided directly to or on behalf of specific identified eligible clients.

B. **Administrative Requirements**

(1) Income eligibility documentation must be included in each client's file and updated annually, or services must be provided to a clientele that is within a "presumed benefit" category as specified in 24 CFR 570.208.

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

(3) SUBRECIPIENT's executive officer will be available to meet with CITY officials when requested.

(4) SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.

(5) SUBRECIPIENT will establish, operate, and maintain an account system for funds received pursuant to this Agreement that will allow 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.

C. **Compliance with Federal, State, and Local Laws.**

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

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

(3) SUBRECIPIENT shall give the CITY, HUD, the Comptroller General of the United States, the Auditor of the State of Texas, and any of their 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 records. SUBRECIPIENT shall maintain such records in an accessible location for at least five (5) years after the end of the term.

(4) SUBRECIPIENT agrees to abide by the conditions of this Agreement and all other applicable Federal, state, and local laws and regulations such as the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours Safety Standards Act, the Copeland "Anti-Kickback Act" (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) pertaining to the performance of this Agreement.

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

(6) SUBRECIPIENT shall not use funding under this Agreement to influence the outcome of elections or the passage or defeat of any legislative measures. SUBRECIPIENT understands that funds provided to it pursuant to this Agreement are funds which have been made available to CITY by the Federal Government (U.S. Department of Housing and Urban Development) under the ACT, in accordance with an approved Grant Application and specific assurances. Accordingly, SUBRECIPIENT assures and certifies that it will comply with the requirements of the ACT and with regulations promulgated thereunder, and codified at 24 CFR Part 570. The foregoing is in no way meant to constitute a complete compilation of all duties imposed

upon SUBRECIPIENT by law or administrative ruling, or to narrow the standards which SUBRECIPIENT must follow.

(7) SUBRECIPIENT further agrees and certifies that if the regulations and issuances promulgated pursuant to the ACT are amended or revised, it shall comply with them, or notify CITY, as provided in Section 23 of this Agreement.

(8) SUBRECIPIENT is required to comply with the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as described in 24 CFR §570.502 and 24 CFR Part 570 subpart K with the exceptions noted below:

1. SUBRECIPIENT does not assume CITY'S environmental responsibilities described at 24 CFR §570.604.
2. SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

(9) SUBRECIPIENT agrees to comply with 24 CFR Part 135 – Section 3 Regulations, and all applicable rules and orders issued thereunder prior to the execution of this Agreement. The SUBRECIPIENT certifies that no contractual or other disability exists which would prevent compliance with these requirements.

(10) The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(11) SUBRECIPIENT has submitted herewith 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"). The Parties understand and agree that, with the exception of information identifying the CITY and the contract identification number, if any, the CITY is not responsible for the information contained in the Form 1295; the information contained in the Form 1295 has been provided solely by the SUBRECIPIENT; and the City has not verified such information.

(12) SUBRECIPIENT acknowledges that in accordance with Chapter 2273 of the Texas Government Code, City is prohibited from entering into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. The terms "taxpayer resource transaction," "abortion provider," and "affiliate of an abortion provider" shall have those definitions provided in Texas Government Code § 2273.001. By signing this Agreement, SUBRECIPIENT certifies that is not an abortion provider or an affiliate of an abortion provider, and that it will not use the proceeds of this Agreement for the purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Failure to meet or maintain the requirements under this provision will be considered a material breach.

(13) SUBRECIPIENT shall be prohibited from using 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.

(14) SUBRECIPIENT agrees to comply with all applicable Federal anti-discrimination laws that are material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 32, United States Code.

D. **Additional Obligations.**

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

(2) 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.

(3) SUBRECIPIENT's executive officer shall 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.

4. CITY OBLIGATIONS

A. **Limit of Liability**. In consideration of full and satisfactory performance of the services and activities hereunder by SUBRECIPIENT, CITY will reimburse SUBRECIPIENT for expenses incurred pursuant to and in accordance with the Budget attached hereto as Exhibit B, and incorporated herein by reference, necessary for the performance of the Scope of Services herein attached as Exhibit A. 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 Amount text– $xx,xxx.xx

B. **Payments by City**. Within twenty-one days after receipt from SUBRECIPIENT of a requisition for payment with appropriate documentation of expenditures, CITY shall make payments to SUBRECIPIENT based on the Budget in Exhibit B, subject to the limitations and provisions set forth in Exhibit B and in this Section and Section 5 of this Agreement. Payments may be made 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.

(1) 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.

(2) 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.

5. PAYMENT CONDITIONS

A. SUBRECIPIENT's reimbursement request for any one-month period must include reasonable, consistent, actual, and allowable costs as specified in Exhibit B.

B. CITY shall not be liable for, nor shall it reimburse SUBRECIPIENT for, any cost or portion thereof which:

(a) has been paid or 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) has not been included in a request for reimbursement to CITY within 90 calendar days following billing to SUBRECIPIENT, or termination of the Agreement, whichever date is earlier; or
(e) is not an allowable cost as defined by this Agreement or in the Budget set forth in Exhibit B.

C. If, in CITY's sole judgment, SUBRECIPIENT's reimbursement request for any period does not provide sufficient documentation of allowable expenditures or if CITY requests inspection or verification of claimed expenditures after receipt of a reimbursement request, CITY may withhold reimbursement for those expenditures for an amount of time deemed reasonable by CITY pending such inspection, verification, or receipt of documentation.

D. Costs must comply with eligible CDBG Program Activities pursuant to guidance published by HUD and CDBG regulations located at 24 CFR Part 570.

E. 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:
1) Encumbrances or expenditures during any one-month period shall be calculated based on the Cost Allocation Plan. The methodology, such as total budget for the program, shall be consistently applied to all shared expenses.
2) 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.
3) Any alterations or relocation of the facilities on and in which the activities specified in Exhibit A are conducted.
4) Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B.
5) Costs or fees for temporary employees or services.
6) Any fees or payments for consultant services; and
7) Fees for attending out of town meetings, seminars, or conferences.

F. 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.

G. Expenditures will not be reimbursed to the SUBRECIPIENT for the purchase of real property or equipment. These are not allowable costs under this Agreement.

H. Overtime, bonuses, fringe benefits, and other miscellaneous non-salary personnel costs are not eligible for reimbursement under this Agreement.

6. EVENTS REQUIRING REVERSION OF FUNDS

A. **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.

B. **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, HUD, 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.

C. **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.

D. **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 Exhibit A, CITY hereby reserves the right to reappropriate 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.

E. **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.

7. PROGRAM INCOME

A. For purposes of this Agreement, "Program Income" means earnings of SUBRECIPIENT realized from activities resulting from this Agreement or from SUBRECIPIENT's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental or lease fees, income produced from contract-supported services of individuals or employees or from the use or sale of equipment or facilities of SUBRECIPIENT provided as a result of this Agreement, and payments from clients or third parties for services rendered by SUBRECIPIENT under this Agreement.

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 24 CFR § 570.504.

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.

8. 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 beneficiary and financial reports to CITY by the 15th of every month with reimbursement requests. If the SUBRECIPIENT expends all funds prior to the term date, SUBRECIPIENT remains responsible for completing monthly reports by the 15th. The beneficiary report shall detail client information, including race, ethnicity, income, head of household, and disabled and elderly households and other statistics required by CITY using the CITY Self-Certification form. The financial report shall include information and data related to all programmatic and financial reporting as of the commencement date specified in Section 1 of this Agreement. SUBRECIPIENT shall submit its annual budget and schedule of board meetings, along with the resolutions or minutes adopting the same, to CITY no later than October 1, 2026. 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 $1,000,000 or more in federal funding, the audit must be conducted in accordance with OMB audit requirements in 2 CFR Part 200, as applicable, within thirty days after receipt of the auditor's report(s) or within nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide.

9. 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/beneficiary reports to be submitted in the schedule published by the CITY's Community Development Division. Reports shall include such information as requested by the CITY's Community Development Division including but not limited to: number of persons or

households assisted, race, gender, disability status, and household income. Beneficiary reports shall be due to CITY within 15 working days after the completion of required reporting period. SUBRECIPIENT agrees to submit financial statements no less than once every three months. Each statement shall include current and year to date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances. Financial reports shall be due to CITY within 15 working days after the completion of required reporting period; and

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

E. 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 services, provided under this Agreement.

F. 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 written response must be received by the CITY within 60 days from the SUBRECIPIENT’s receipt of the monitoring report or audit review letter. Future payments under this Agreement can be withheld for the SUBRECIPIENT’s failure to submit a written response within 60 days.

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. SUBRECIPIENT shall refer to Exhibit E for the Monitoring Checklist.

10. MAINTENANCE OF RECORDS

A. SUBRECIPIENT shall 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, 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 shall 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, HUD, or any of their authorized representatives, all of its records and shall permit CITY, HUD, 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.

11. 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.

12. WARRANTIES

SUBRECIPIENT represents and warrants that:

A. All information, reports, and data heretofore or hereafter requested by CITY and furnished to CITY, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.
B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate, and fairly reflect the financial condition of 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.

13. 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 her authorized representative:

a. 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.
b. Sell, assign, pledge, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due.
c. Sell, convey, or lease all or a substantial part of its assets.
d. Make any advance or loan to, or incur any liability for any other firm, person, entity, or corporation as guarantor, surety, or accommodation endorser.
e. 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.

14. 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.
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. On or before October 1, 2025, SUBRECIPIENT shall provide a certificate of insurance naming the City as additional insured consistent with the requirements of this Section.
C. SUBRECIPIENT will comply with applicable workers' compensation statutes 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.

15. 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 comply with all applicable equal employment opportunity and affirmative action laws or regulations. The 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 the ACT, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

C. SUBRECIPIENT shall comply with all applicable fair housing, civil rights, and anti-discrimination laws in its selection of beneficiaries and its implementation of the program including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination Act of 1973; and Title II and Title III of the Americans with Disabilities Act of 1990.

D. 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.

E. 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.

F. SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of these definitions, "minority group members" are Afro-Americans; Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

16. 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; and

B. be in writing; and

C. be approved by the governing body of SUBRECIPIENT.

17. 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.

18. 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.

19. POLITICAL OR SECTARIAN ACTIVITY

A. Neither the funds provided pursuant to this Agreement, nor any personnel who may be employed by the SUBRECIPIENT with funds provided 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:
   (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.

20. PUBLICITY

A. Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement to state that the U.S. Department of Housing and Urban Development's Community Development Block Grant Program 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 Community Development Block 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.

21. 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 designee may authorize minor amendments to the approved 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 not to exceed amount set forth in Exhibit B, extend the term, or otherwise alter the performance obligations of SUBRECIPIENT, without approval of the City Council. Minor amendment request must be submitted no later than September 15, 2027. Any request to change the use of funding, request additional funding, or request term extension will not be approved.

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

E. CITY may, from time to time during the term of the Agreement, request changes 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. Any alterations, deletions, or additions to the program Budget set forth in Exhibit B requested by SUBRECIPIENT shall require the prior written approval of CITY.

G. 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.

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

22. 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 business 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.

23. 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 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 4, and Section 2, of this Agreement.
   (8) The commission of an act of bankruptcy.
   (9) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of the 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.

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

F. 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.

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 SUBRECIPIENT until such time as the exact amount of damages due to CITY from SUBRECIPIENT is agreed upon or otherwise determined.

24. 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.

25. 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 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.

26. NON-RELIGIOUS ACTIVITIES

A. As stated in 24 CFR §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, while also noting 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. Faith based organizations that carry out programs or activities with direct Federal financial assistance from HUD are required to 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;
   3. The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;
   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; and
   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 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.

27. IMMIGRATION REQUIREMENTS; PROHIBITION ON TRAFFICKING IN PERSONS

A. SUBRECIPIENT shall administer the program in accordance 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. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
B. SUBRECIPIENT shall not engage in any of the activities prohibited by 2 C.F.R. Part 175.
C. SUBRECIPIENT shall not use funds that by design or effect facilitate the subsidization or promotion of illegal immigration or shield illegal aliens from deportation, including by maintaining policies and practices that materially impede enforcement of federal immigration statutes and regulations.

28. 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 list the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.
E. In no event shall any payment to 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 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) for matters of compliance, will have the final authority to render or to secure an interpretation.
H. If SUBRECIPIENT provides services to the homeless it is required to:

(1) 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 service delivery throughout Denton County. Participation in the 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 HUD's homeless assistance funds.

(2) 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, SUBRECIPIENT is encouraged to work in partnership with fellow service providers to improve efficiency and effectiveness.

I. 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:
Director of Community Services
City of Denton
601 E. Hickory Street, Suite 115
Denton, Texas 76205

w/ a copy to:
City Attorney
City of Denton
215 E. McKinney Street
Denton, TX 76201

TO SUBRECIPIENT:
[ORGANIZATION]
Attn: [Executive Director/CEO/Commander]
[Address]

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 of competent jurisdiction sitting in Denton County, Texas.

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

CITY OF DENTON:	**SUBRECIPIENT:**
BY: _____	BY: _____
JESSE KENT, DIRECTOR OF COMMUNITY SERVICES	TITLE: _____

ATTEST:

BY: _____

TITLE: _____

APPROVED AS TO LEGAL FORM:

BY: _____
MACK REINWAND,
CITY ATTORNEY

ATTEST:

BY: _____

TITLE: _____

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

_____
Signature

Director of Community Services
_____
Title

Community Services
_____
Department

Date Signed: _____

Exhibit A
Scope of Services

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

SECTION I – SERVICE GOAL

SUBRECIPIENT assists the City of Denton to improve the availability and accessibility of services that promote strong, supportive relationships for families, neighborhoods, and communities and a suitable living environment, as outlined in the 2023-2027 City of Denton Consolidated Plan for the use of General Funds and supports a coordinated effort to maximize community resources.

SUBRECIPIENT shall provide: [Program] to [describe services]. The program will be operated at [address]. The program will operate [hours of operation].

SECTION II – OUTCOMES

SUBRECIPIENT shall provide benefits to the citizens of the City of Denton by achieving these outcomes:

Impact Area:
Common Outcome:
Total Number of City of Denton Clients Estimated to Achieve Outcome:

SECTION III – UNIT OF SERVICE

A unit of service will be the metric by which the CITY and the SUBRECIPIENT can measure services and performance under this Agreement. The SUBRECIPIENT shall provide at least the total number of units of service required herein to perform its obligations under this Agreement. A unit of service shall be defined as services provided to an eligible low to moderate-income person or other presumed benefit category as defined, who is a resident of the City of Denton, to help them achieve the above outcome(s), in the manner provided below.

Total Number of Unduplicated Clients:

Total Number of Unduplicated Clients City of Denton Only:

Service Unit:
Program Budget:
Unit of Service:
Service Units per Year:
Estimated cost per unit of service:

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 [amount] - $xx,xxx.xx

Allowable Expenditure	
[Allowable expenditure line items]	$xx,xxx.xx
Total	$xx,xxx.xx

SUBRECIPIENT will be reimbursed for services provided to income eligible clients residing in the City of Denton. SUBRECIPIENT will submit monthly reimbursement requests for financial assistance. Expenditures are made in connection with the Scope of Services described in Exhibit A to this Agreement and Cost Allocation Plan.

Reimbursement requests must include (list items/backup required with Request for Payment)
All Agencies:

1. Client List, with name OR numbered with unique identifier (monthly)
2. Other documentation may be requested to support any cost allocation reimbursements
3. Self-Certifications only for City of Denton clients

For Agencies Seeking Salary reimbursements:

1. Copy of HUD Timesheet signed by staff member AND supervisor
2. Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
3. City of Denton Salary Ledger Sheet

For Agencies seeking cost reimbursement for purchase of Goods or Services:

1. Invoice AND/OR Receipt must be legible and full page, no cutoffs (client specific goods, must have client name or identifier on the receipt, list date of service if different than date of payment)
2. Proof of payment (copy of check with check number or bank statement)
3. If purchased with credit card, proof credit card was paid
4. Executed Lease Agreement, if applicable Sign-in sheets (applicable for classes such as life skills, employment training, etc.)

Exhibit C
U.S. Department of Housing and Urban Development (HUD)
Income Limits

Qualifying Income Limits for Federally Assisted Programs

FY 2026 Income Limits Summary
Dallas, TX HUD Metro FMR Area

[Current income limits to be published by HUD]

Exhibit D
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.

[ORGANIZATION]

Subrecipient

Signature Title

Date

Exhibit E
Monitoring Checklist



Monitoring Review Form

ITEMS TO MAKE AVAILABLE FOR SITE VISIT

(any that have not already been submitted)

For current funding year except where indicated.

- ☐ All Project/Case/Client Files with Application, Income Verification, etc.
- ☐ Time Sheets for Staff paid by City funds
- ☐ Budget for PREVIOUS and CURRENT fiscal year include w/Budget -v-Actual.
- ☐ PREVIOUS and CURRENT fiscal year Balance Sheet as reported to agency board.
- ☐ General Ledger/Journals showing YTD Expenses for City Funds
- ☐ Bank Statements with Reconciliations*
- ☐ Procurement Procedures*

*Only in Financial Management Expanded Section Reviews.

Policies and Procedures Guide(s)/Manual(s):	**Current Revision Date:**
☐ Board	
☐ Financial (Separation of Duties/Internal Controls, Procurement, etc.)	
☐ Personnel (Equal Opportunity & Non-Discrimination, Nepotism, etc)	
☐ Program Guidelines	
Governing Documents	**Current Revision Date:**
☐ 501 (c) tax-exempt status IRS letter	
☐ Articles of Incorporation with any amendments	
☐ Bylaws	
Reporting Documents w/Service Agreement	**Current Revision Date:**
☐ Most Recent Audit	
☐ Cost Allocation Form	
☐ Agency Update	
☐ Bond/Liability Insurance	
Reporting Documents - Monthly	**Current Revision Date:**
☐ Board Agendas, & Minutes (with Attendance)	
☐ Monthly Budget report	
☐ Back-up Documentation Performance/Outcome Measures	
☐ Back-up Documentation for Beneficiary (Client List)	
☐ Proof of Payroll Tax Payments	

Monitoring Review Form

ENTRANCE CONFERENCE OUTLINE

☐ Introductions

Monitor 1: _____

Monitor 2: _____

☐ Purpose of the Monitoring Review.

- To gather information
- Focus on performance
- Provide information that will be useful for improvement planning and improved performance
- To address any issues of non-compliance that arise
- Follow up to any other previous Desk, Informal or Formal Monitoring

Why this agency was selected (City looks at a number of factors):

- Funding Source (Community Development Block Grant vs General Fund)
- Risk Analysis Scoring
- Substantial agency changes - leadership, budget variances, loss of funding source etc.

☐ What to expect during and after the on-site Interview

- Interviews with key staff
- File review
- Program observation
- Exit Conference - Preliminary Findings
- Final report - Written report of observations and/or findings by critical element

☐ Review any Questions and discussion points of any concern or information pertinent to the review before the process begins.

EXIT CONFERENCE OUTLINE

We understand your time is valuable but to limit exposure during federal grant audits, The City of Denton needs to ensure compliance with rules and regulations. The city wishes to thank you for your time and patience in participating in any review process.

☐ Purpose of the Exit Conference.

- To present and discuss the preliminary findings as a result of interviews, file reviews and observations conducted during the review
- As stated in entrance conference, the purpose of the review is to provide information that will be useful for improvement planning and improved performance

FINDINGS: *Summary of findings by critical element (On-site Monitoring Report Form), including technical assistance available.*

☐ As Findings are presented, any questions or comments are welcome.

☐ For the review, the critical elements looked at were:

☐ Program: _____

☐ Individuals interviewed:

1: _____

2: _____

3: _____

4: _____

5: _____

☐ Files (Client File Review Form Attachment)

☐ Documents (Items to Make Available) and others requested during the review:

1: _____

2: _____

3: _____

4: _____

5: _____

☐ Closing

- Written reports returned: _____

Monitoring Review Form

MONITORING INFORMATION

Review Period:	Review Date:
Subrecipient Organization:	
Project Name:	
Executive Director:	

I. FUNDING INFORMATION

Contract Amount	$
Funding Source(s) – (i.e. ESG, General Fund, CDGB, etc.):	
	$
	$
	$

II. PERSONS INTERVIEWED

Name	Title	Entrance/Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit

III. MONITORING FROM SECTIONS COMPLETED

Section Reviewed		Date
Monitoring Notification	☐	
HUD National Objectives	☐	
Program Review	☐	
Record Keeping/Reporting Practices	☐	
Board Policies/Practices	☐	
Financial Management Condensed	☐	
Financial Management Expanded*	☐	
Monitoring Results Report	☐	

*Agencies will be notified if Financial Management Expanded section will be completed.

ELIGIBLE HUD NATIONAL OBJECTIVE

I. National Objective Compliance

The National Objective of this contract is to benefit low and moderate-income persons. This project complies with the contract on the following basis and/or activity:

☐ L/M Income Area Benefit: The public service is available to all the residents in a particular primarily residential area, and at least 51% of those residents are L/M income persons.

☐ L/M Limited Clientele: The public service is limited to a specific group of people, at least 51% of who are L/M income persons. Services serve a specific clientele, rather than providing service to all the persons in a geographic area.

II. Limited Clientele Designation

☐ Presumed Benefit: exclusively benefit a clientele who are generally presumed by HUD to be principally LMI persons. Check the applicable designation. (all clients must meet 100%)

☐ Abused children ☐ Homeless persons ☐ Elderly Persons ☐ Illiterate adults

☐ Severely disabled ☐ Persons with AIDS ☐ Battered spouses ☐ Migrant Farm Workers

☐ Income Eligible: require information on family size and income so that it is evident that at least 51 percent of the clientele are LMI.

☐ Nature & Location: be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons. "Must be approved by HUD" as meeting the low/mod eligibility under this category.

III. Eligible Activity

☐ Public Service(s): employment services, crime prevention & public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for seniors, services for homeless persons, welfare services (excluding income payments), recreational services, and etc.

1. Funds may be used to operate the facility in which the public service is located.
2. The service must be new or pass the quantifiable increase test.
3. Certain income payments are eligible if they meet certain criteria.

☐ Ineligible Service(s)

1. Political activities;
2. Acquisition, construction, or reconstruction of buildings for conduct of govt.;
3. Construction of new housing by units of general local government;
4. Certain income payments; and
5. Assistance supplants funding for pre-existing activities

Monitoring Review Form

PROGRAM REVIEW

I. Back-up documentation supporting the data reported in most recent beneficiary report and performance report.

1. Does the back-up support the data reported to the Community Development? ☐ Yes ☐ No

II. **Contract Performance Targets** (as listed in current contract)

1. Persons: _____ Units: _____

III. **Review Period Performance** (Oct 1 through current report month)

1. Persons: _____ Units: _____
2. % of Target Persons served: _____
3. % of Target Units provided: _____
4. Is the subrecipient agency significantly behind in the provision of units? ☐ Yes ☐ No
5. % of Contract Amount reimbursed: _____
6. Are expenditures proportional to the number of units provided? ☐ Yes ☐ No
7. Is the subrecipient agency providing services as described in the Scope of Services in the Service Agreement? ☐ Yes ☐ No
8. Is the subrecipient agency meeting the outcome measures described in the Service Agreement? ☐ Yes ☐ No

GOVERNING DOCUMENT

I. Has the appropriate legal incorporation and other documents been filed with the federal and state government?

1. Certificate of Formation (IRS Determination Letter) ☐ Yes ☐ No
2. Articles of Incorporation with all amendments ☐ Yes ☐ No
3. By-Laws with all amendments ☐ Yes ☐ No
4. Other Governing Documents
   - a. Board ☐ approved within the last 3 years ☐ Yes ☐ No
   - b. Personnel ☐ approved within the last 3 years ☐ Yes ☐ No
   - c. Financial ☐ approved within the last 3 years ☐ Yes ☐ No
   - d. Program Guidelines ☐ approved within the last 2 years ☐ Yes ☐ No

Monitoring Review Form

RECORD KEEPING/REPORTING PRACTICES

1. Is the filing system orderly, comprehensive, and up-to-date? ☐ Yes ☐ No
2. Are the records safe and secured for confidentiality? ☐ Yes ☐ No
   a. Are passwords/keys promptly cancelled for terminated employees? ☐ Yes ☐ No
   b. Are there appropriate procedures for back-up and storage of program and data files? ☐ Yes ☐ No
3. Are the records accessible for review by the City or HUD? ☐ Yes ☐ No
4. Does the subrecipient maintain records for (5) years after the termination or expiration of the contract? ☐ Yes ☐ No
   a. If so, where do you store any prior-year files, if applicable? ☐ Yes ☐ No

5. Has the subrecipient submitted to the City a current Agency Update form? ☐ Yes ☐ No
6. Has the subrecipient submitted to the City a current Cost Allocation Plan? ☐ Yes ☐ No
7. Is a current fidelity bond/liability insurance policy on file? ☐ Yes ☐ No
   a. Is the City of Denton named as additional insured on the policy? ☐ Yes ☐ No
   b. Is there a provision that policy may not be canceled or lapse without 30-days prior written notice to the City of Denton? ☐ Yes ☐ No
8. Has the subrecipient submitted reports, requests, and etc timely? ☐ Yes ☐ No
9. Does the subrecipient have the appropriate government or oversight-entity standard of being safe, sanitary, or compliant? List entity & certifications. ☐ Yes ☐ No

10. Does the organization generate monthly financial reports reviewed by the Executive Director and the Board of Directors? ☐ Yes ☐ No

Describe Communication method:

Monitoring Review Form

BOARD POLICIES & PRACTICES

1. Has the subrecipient submitted to the City a list of its most current board of directors with their appropriate titles? ☐ Yes ☐ No
2. When the Board of Directors makes decisions, a quorum is present & minutes are maintained? ☐ Yes ☐ No
3. What actions are taken to ensure the board is professionally and culturally diverse? ☐ Yes ☐ No

4. Does the board and staff work together to develop and adopt a strategic plan for the organization? ☐ Yes ☐ No

   Describe Process/Frequency:

ANTI-DISCRIMINATION COMPLIANCE

1. How does your organization ensure equal opportunity and non-discrimination in soliciting for and hiring staff?

2. Is the Equal Employment Opportunity (EEO) placard or poster in an area accessible to employees and applicants for employment? ☐ Yes ☐ No
3. Is the office location accessible by ramp and have an accessible restroom? ☐ Yes ☐ No
4. Are there any religious services, proselytizing, instructions, or any other religious preference, influence, or discrimination in connection with providing the services stated in the Program Scope. ☐ Yes ☐ No
5. Are there provisions in the personnel policies to prohibit the following:

   a. conflict of interest? ☐ Yes ☐ No p: _____
   b. sectarian activities? ☐ Yes ☐ No p: _____
   c. nepotism? ☐ Yes ☐ No p: _____
   d. political activity and lobbying? ☐ Yes ☐ No p: _____

Monitoring Review Form

FINANCIAL MANAGEMENT CONDENSED

I. Audit

1. Is the subrecipient subject to OMB Circular A-133, which requires a single audit if the subrecipient has expended federal funds in excess of $500,000? ☐ Yes ☐ No

2. Has the subrecipient made arrangements to have an audit conducted? ☐ Yes ☐ No

3. Did subrecipient use competitive bid process in the last four years to procure audit services? ☐ Yes ☐ No

   a. Name of audit firm: _____

4. Has the subrecipient submitted the most recent audit report? ☐ Yes ☐ No

5. Are there any unresolved audit issues? If yes, list status below? ☐ Yes ☐ No

_____

_____

II. Agency Controls

1. What is the subrecipient's fiscal year? _____ *to* _____

2. What system(s) does the agency use to perform its accounting function?

   ❒ Cash ❒ Accrual Accounting Software: _____

3. Is the system ❒ manual, ❒ automated, or a ❒ combination?

4. Has the organization been able to operate within its approved budget during the last two fiscal years? ☐ Yes ☐ No

5. Is an appropriate cash reserve/contingency fund available? ☐ Yes ☐ No

   a. What $/% is available in cash reserve/contingency funds? _____

6. Does subrecipient pay TWC taxes (state unemployment), State Workers' Comp., insurance companies, payroll taxes when they are due? ☐ Yes ☐ No

   a. Can payroll tax payments be verified? ☐ Yes ☐ No

   b. Can Worker's Comp. payments be verified? ☐ Yes ☐ No

FINANCIAL MANAGEMENT CONDENSED

III. Program Controls

1. If the subrecipient is requesting to pay salaries, do the salaries match with the percentages and positions they request monthly? ☐ Yes ☐ No

2. Does employees work on both CDBG and Non-CDBG related activities? ☐ Yes ☐ No

3. Are timesheets signed by appropriate supervisor or designated authority? ☐ Yes ☐ No

   b. Does the subrecipient use hourly distribution time sheets for employees paid from multiple funding sources? ☐ Yes ☐ No

   c. Do the time sheets reflect:
   ☐ actual time worked or ☐ budgeted percentages?

4. Review the months selected for expenditures, cash disbursement journals, and support documentation.

   Months Reviewed: _____

   a. Are the expenditures allowable? ☐ Yes ☐ No

   b. Are there procedures to ensure items of cost are equitably charged? (ie. Cost Allocation Plan) ☐ Yes ☐ No

   c. Is the support documentation adequate? ☐ Yes ☐ No

5. Review Client Files (Attached Completed Client File Review Form(s)

CLIENT FILE REVIEW FORM Sample

Agency: _____ Reviewed By: _____

Period Reviewed: _____ Date: _____

Client Name/Number:				
Income Documentation Type:		**Eligible**		**Dates of Assistance:**
☐ Self Certification Form	Notes/Comments:	Yes	No	
☐ Pay Stub		**COD Resident**		**Zip:**
☐ Bank Statement(s)		Yes	No	
☐ Other:		**Income Eligible**		**Amount:**
		Yes	No	$

Monitoring Review Form

FINANCIAL MANAGEMENT EXPANDED

1. Have all financial corrective action requirements from the previous monitoring report been corrected? ☐ Yes ☐ No

2. Who signs checks? Do names on the bank signature cards match the signature on checks? ☐ Yes ☐ No

   a. How many signatures are required? _____

3. Is there separation of duties to ensure effective control over preparation, authorization/certification, and distribution of checks? ☐ Yes ☐ No

   a. Review the procedure of check processing within the agency's financial procedures. ☐ Yes ☐ No

   b. Are bank statements and canceled checks received and reconciled by a person independent of the authorization and check signing function? ☐ Yes ☐ No

4. Are bank statements reconciled monthly to the General Ledger? ☐ Yes ☐ No

   a. Does the organization reconcile all cash accounts monthly? ☐ Yes ☐ No

5. Does the subrecipient have a current list of assets and values? ☐ Yes ☐ No

6. Does the organization currently have any checks, outstanding debts, or bills more than 90 days delinquent? ☐ Yes ☐ No

7. Does the subrecipient have any interest or other income generated by City of Denton funds? If yes, document explanation given by Fiscal Officer and ask for proof of documentation ☐ Yes ☐ No

   a. Does interest or income generated by City funds go back into the program? ☐ Yes ☐ No

☐ **PROCUREMENT**

1. Has subrecipient established efficient and effective procurement procedures in accordance with applicable laws and regulations? ☐ Yes ☐ No

   a. Do the procurement methods assure maximum open & free competition? ☐ Yes ☐ No

   b. Do the procurement procedures provide for review of proposed purchase by the appropriate officials to avoid the purchase of unnecessary or duplicate items? ☐ Yes ☐ No

   c. Did subrecipient establish written selection criteria?

EXHIBIT 4
2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT AND GENERAL FUNDS SERVICE AGREEMENTBETWEEN THE CITY OF DENTON, TEXAS AND [SUBRECIPIENT]

This 2026-2027 Grant Service Agreement ("Agreement") is made and 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 [Subrecipient Name], a Texas nonprofit corporation with its principal place of business at [Address], hereinafter referred to as "SUBRECIPIENT."

WHEREAS, CITY has received certain funds from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (the "ACT"); CDBG Program, CFDA Number 14-218; and

WHEREAS, CITY's Community Services Advisory Committee ("CSAC") has reviewed the SUBRECIPIENT's proposal for services and has determined that SUBRECIPIENT performs an important service for the residents of the City of Denton without regard to race, religion, color, age, or national origin, and the CSAC recommends SUBRECIPIENT's proposal for services; and

WHEREAS, CITY has determined that the SUBRECIPIENT's proposal for services can provide needed services to the residents of the City of Denton in accordance with the 2023-2027 City of Denton Consolidated Plan and will benefit low- and moderate-income persons in the City of Denton, and desires to enter into an agreement for such services; and

WHEREAS, CITY has adopted a budget and included therein an authorized budget for the expenditure of funds in accordance with its 2023-2027 City of Denton Consolidated Plan and 2026 Action Plan;

WHEREAS, CITY has designated the Community Development Division as the division responsible for the administration of this Agreement and all matters pertaining thereto; and

WHEREAS, CITY's City Council has approved the expenditure of up to $xx,xxx.xx in CDBG and General funds consistent with the terms of this Agreement;

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

1. TERM

This Agreement shall commence on or as of October 1, 2026, and shall terminate on September 30, 2027, unless sooner terminated in accordance with Section 25 "Termination."

2. REPRESENTATIONS AND ACKNOWLEDGEMENTS

A. SUBRECIPIENT assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement.
B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT, do hereby warrant and guarantee that he, she, or 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 is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section.

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

E. The CITY's Director of Community Services will be CITY's representative responsible for the administration of this Agreement.

F. Both parties agree and acknowledge that the amount of funds provided hereunder is necessary and sufficient payment for full and satisfactory performance of the program in accordance with all terms, provisions, and requirements of this Agreement.

G. The parties expressly understand and agree that CITY's payment obligations under this Agreement are contingent upon CITY's receipt and appropriation of adequate CDBG 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.

H. CDBG funding not expended within the term of this Agreement will revert to the City of Denton's CDBG budget for use on alternative services or projects.

3. SUBRECIPIENT OBLIGATIONS

A. **Performance of Scope of Services.**

(1) SUBRECIPIENT shall perform 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

(2) SUBRECIPIENT shall be eligible for reimbursement only for expenditures made in accordance with the Budget, set forth in Exhibit B, to complete those services described in the Scope of Services in Exhibit A. SUBRECIPIENT shall not utilize these funds for any other purpose. No modifications or alterations may be made to the Scope of Services or Budget without the prior written approval of the CITY's Director of Community Services.

(3) 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 Community Development Block Grant ("CDBG") program's National Objective of benefit to low and moderate-income persons. SUBRECIPIENT shall provide services to persons whose income is equal to or lower than 80% of the median income of the Dallas standard metropolitan statistical area. To accomplish this, the SUBRECIPIENT shall use the current applicable income limits published by HUD for lower income housing assistance under Section 8 of the United States Housing Act of 1937. Income eligibility shall be determined by the sum of the

gross income of all individuals residing in the household. Services must be provided directly to or on behalf of specific identified eligible clients.

B. Administrative Requirements

(1) Income eligibility documentation must be included in each client's file and updated annually, or services must be provided to a clientele that is within a "presumed benefit" category as specified in 24 CFR 570.208.

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

(3) SUBRECIPIENT's executive officer will be available to meet with CITY officials when requested.

(4) SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.

(5) SUBRECIPIENT will establish, operate, and maintain an account system for funds received pursuant to this Agreement that will allow 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.

C. **Compliance with Federal, State, and Local Laws.**

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

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

(3) SUBRECIPIENT shall give the CITY, HUD, the Comptroller General of the United States, the Auditor of the State of Texas, and any of their 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 records. SUBRECIPIENT shall maintain such records in an accessible location for at least five (5) years after the end of the term.

(4) SUBRECIPIENT agrees to abide by the conditions of this Agreement and all other applicable Federal, state, and local laws and regulations such as the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours Safety Standards Act, the Copeland "Anti-Kickback Act" (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) pertaining to the performance of this Agreement.

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

(6) SUBRECIPIENT shall not use funding under this Agreement to influence the outcome of elections or the passage or defeat of any legislative measures.

(7) SUBRECIPIENT understands that funds provided to it pursuant to this Agreement are funds which have been made available to CITY by the Federal Government (U.S. Department of Housing and Urban Development) under the ACT, in accordance with an approved Grant Application and specific assurances. Accordingly, SUBRECIPIENT assures and certifies that

it will comply with the requirements of the ACT and with regulations promulgated thereunder, and codified at 24 CFR Part 570. The foregoing is in no way meant to constitute a complete compilation of all duties imposed upon SUBRECIPIENT by law or administrative ruling, or to narrow the standards which SUBRECIPIENT must follow.

(8) SUBRECIPIENT further agrees and certifies that if the regulations and issuances promulgated pursuant to the ACT are amended or revised, it shall comply with them, or notify CITY, as provided in Section 23 of this Agreement.

(9) SUBRECIPIENT is required to comply with the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as described in 24 CFR §570.502 and 24 CFR Part 570 subpart K with the exceptions noted below:

1. SUBRECIPIENT does not assume CITY'S environmental responsibilities described at 24 CFR §570.604.
2. SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

(10) SUBRECIPIENT agrees to comply with 24 CFR Part 135 – Section 3 Regulations, and all applicable rules and orders issued thereunder prior to the execution of this Agreement. The SUBRECIPIENT certifies that no contractual or other disability exists which would prevent compliance with these requirements.

(11) The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(12) SUBRECIPIENT has submitted herewith 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"). The Parties understand and agree that, with the exception of information identifying the CITY and the contract identification number, if any, the CITY is not responsible for the information contained in the Form 1295; the information contained in the Form 1295 has been provided solely by the SUBRECIPIENT; and the City has not verified such information.

(13) SUBRECIPIENT acknowledges that in accordance with Chapter 2273 of the Texas Government Code, City is prohibited from entering into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. The terms "taxpayer resource transaction," "abortion provider," and "affiliate of an abortion provider" shall have those definitions provided in Texas Government Code § 2273.001. By signing this Agreement, SUBRECIPIENT certifies that is not an abortion provider or an affiliate of an abortion provider, and that it will not use the proceeds of this Agreement for the purpose of assisting a woman with procuring an abortion or

the services of an abortion provider. Failure to meet or maintain the requirements under this provision will be considered a material breach.

(14) SUBRECIPIENT shall be prohibited from using 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.

(15) SUBRECIPIENT agrees to comply with all applicable Federal anti-discrimination laws that are material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 32, United States Code.

D. Additional Obligations.

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

(2) 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.

(3) SUBRECIPIENT's executive officer shall 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.

4. CITY OBLIGATIONS

E. **Limit of Liability**. In consideration of full and satisfactory performance of the services and activities hereunder by SUBRECIPIENT, CITY will reimburse SUBRECIPIENT for expenses incurred pursuant to and in accordance with the Budget attached hereto as Exhibit B, and incorporated herein by reference, necessary for the performance of the Scope of Services herein attached as Exhibit A. 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 Amount text- $xx,xxx.xx.

F. **Payments by City**. Within twenty-one days after receipt from SUBCREIPIENT of a requisition for payment with appropriate documentation of expenditures, CITY shall make payments to SUBRECIPIENT based on the Budget in Exhibit B, subject to the limitations and provisions set forth in Exhibit B and in this Section and Section 5 of this Agreement. Payments may be made 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.

(1) 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.

(2) 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.

5. PAYMENT CONDITIONS

A. SUBRECIPIENT's reimbursement request for any one-month period must include reasonable, consistent, actual, and allowable costs as specified in Exhibit B.

B. CITY shall not be liable for, nor shall it reimburse SUBRECIPIENT for, any cost or portion thereof which:

(a) has been paid or 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) has not been included in a request for reimbursement to CITY within 90 calendar days following billing to SUBRECIPIENT, or termination of the Agreement, whichever date is earlier; or
(e) is not an allowable cost as defined by this Agreement or in the Budget set forth in Exhibit B.

C. If, in CITY's sole judgment, SUBRECIPIENT's reimbursement request for any period does not provide sufficient documentation of allowable expenditures or if CITY requests inspection or verification of claimed expenditures after receipt of a reimbursement request, CITY may withhold reimbursement for those expenditures for an amount of time deemed reasonable by CITY pending such inspection, verification, or receipt of documentation.

D. Costs must comply with eligible CDBG Program Activities pursuant to guidance published by HUD and CDBG regulations located at 24 CFR Part 570.

E. 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:
1) Encumbrances or expenditures during any one-month period shall be calculated based on the Cost Allocation Plan. The methodology, such as total budget for the program, shall be consistently applied to all shared expenses.
2) 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.
3) Any alterations or relocation of the facilities on and in which the activities specified in Exhibit A are conducted.
4) Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B.
5) Costs or fees for temporary employees or services.
6) Any fees or payments for consultant services; and
7) Fees for attending out of town meetings, seminars, or conferences.

F. 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.

G. Expenditures will not be reimbursed to the SUBRECIPIENT for the purchase of real property or equipment. These are not allowable costs under this Agreement.

H. Overtime, bonuses, fringe benefits, and other miscellaneous non-salary personnel costs are not eligible for reimbursement under this Agreement.

6. EVENTS REQUIRING REVERSION OF FUNDS

A. **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.

B. **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, HUD, 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.

C. **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.

D. **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 Exhibit A, CITY hereby reserves the right to reappropriate 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.

E. **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.

7. PROGRAM INCOME

A. For purposes of this Agreement, "Program Income" means earnings of SUBRECIPIENT realized from activities resulting from this Agreement or from SUBRECIPIENT's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental or lease fees, income produced from contract-supported services of individuals or employees or from the use or sale of equipment or facilities of SUBRECIPIENT provided as a result of this Agreement, and payments from clients or third parties for services rendered by SUBRECIPIENT under this Agreement.

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 24 CFR § 570.504.

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.

8. 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 beneficiary and financial reports to CITY by the 15th of every month with each reimbursement request. If the SUBRECIPIENT expends all its funds prior to the term date, SUBRECIPIENT remains responsible for completing monthly reports by the 15th . The beneficiary report shall detail client information, including race, ethnicity, income, head of household, disabled and elderly households and other statistics required by CITY using the CITY's Self-Certification form. 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. SUBRECIPIENT shall submit its annual budget and schedule of board meetings, along with the resolutions or minutes adopting the same, to CITY no later than October 1, 2026.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 $1,000,000 or more in federal funding, the audit must be conducted in accordance with OMB audit requirements in 2 CFR Part 200, as applicable, within thirty days after receipt of the auditor's report(s) or within nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide.

9. 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/beneficiary reports to be submitted in the schedule published by the CITY's Community Development Division. Reports shall include such information as requested by the CITY's Community Development Division including but not limited to: number of persons or

households assisted, race, gender, disability status, and household income. Beneficiary reports shall be due to CITY within 15 working days after the completion of required reporting period. SUBRECIPIENT agrees to submit financial statements no less than once every three months. Each statement shall include current and year to date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances. Financial reports shall be due to CITY within 15 working days after the completion of required reporting period; and

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

E. 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 services, provided under this Agreement.

F. 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 written response must be received by the CITY within 60 days from the SUBRECIPIENT's receipt of the monitoring report or audit review letter. Future payments under this Agreement can be withheld for the SUBRECIPIENT's failure to submit a written response within 60 days.

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. SUBRECIPIENT shall refer to Exhibit E for the Monitoring Checklist.

10. 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, 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, HUD, or any of their authorized representatives, all of its records and shall permit CITY, HUD, 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.

11. 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.

12. WARRANTIES

SUBRECIPIENT represents and warrants that:

A. All information, reports, and data heretofore or hereafter requested by CITY and furnished to CITY, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.
B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate, and fairly reflect the financial condition of 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.

13. 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 her authorized representative:

a. 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.
b. Sell, assign, pledge, transfer, or otherwise dispose of accounts receivables, notes, or claims for money due or to become due.
c. Sell, convey, or lease all or a substantial part of its assets.
d. Make any advance or loan to, or incur any liability for any other firm, person, entity, or corporation as guarantor, surety, or accommodation endorser.
e. 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.

14. 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.
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. On or before October 1, 2025, SUBRECIPIENT shall provide a certificate of insurance naming the City as additional insured consistent with the requirements of this Section.
C. SUBRECIPIENT will comply with applicable workers' compensation statutes 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.

15. 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 comply with all applicable equal employment opportunity and affirmative action laws or regulations. The 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 the ACT, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

C. SUBRECIPIENT shall comply with all applicable fair housing, civil rights, and anti-discrimination laws in its selection of beneficiaries and its implementation of the program including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination Act of 1973; and Title II and Title III of the Americans with Disabilities Act of 1990.

D. 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.

E. 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.

F. SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of these definitions, "minority group members" are Afro-Americans; Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

16. 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; and

B. be in writing; and

C. be approved by the governing body of SUBRECIPIENT.

17. 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.

18. 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.

19. POLITICAL OR SECTARIAN ACTIVITY

A. Neither the funds provided pursuant to this Agreement, nor any personnel who may be employed by the SUBRECIPIENT with funds provided 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:
   (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.

20. PUBLICITY

A. Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement to state that the U.S. Department of Housing and Urban Development's Community Development Block Grant Program 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 Community Development Block 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.

21. 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 designee may authorize minor amendments to the approved 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 not to exceed amount set forth in Exhibit B, extend the term, or otherwise alter the performance obligations of SUBRECIPIENT, without approval of the City Council. Minor amendment requests must be submitted no later than September 15, 2027. Any request to change the use of funding, request additional funding, or request term extension will not be approved.
D. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.
E. CITY may, from time to time during the term of the Agreement, request changes 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. Any alterations, deletions, or additions to the program Budget set forth in Exhibit B requested by SUBRECIPIENT shall require the prior written approval of CITY.
G. 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.
H. SUBRECIPIENT shall notify CITY of any changes in personnel or governing board composition.

22. 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.

23. 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 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 4, and Section 2, of this Agreement.
   (8) The commission of an act of bankruptcy.
   (9) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of the 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.

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

F. 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.

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 SUBRECIPIENT until such time as the exact amount of damages due to CITY from SUBRECIPIENT is agreed upon or otherwise determined.

24. 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.

25. 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 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.

26. NON-RELIGIOUS ACTIVITIES

A. As stated in 24 CFR §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, while also noting 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. Faith based organizations that carry out programs or activities with direct Federal financial assistance from HUD are required to 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;
   3. The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;
   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; and
   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 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.

27. IMMIGRATION REQUIREMENTS; PROHIBITION ON TRAFFICKING IN PERSONS

A. SUBRECIPIENT shall administer the program in accordance 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. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

B. SUBRECIPIENT shall not engage in any of the activities prohibited by 2 C.F.R. Part 175.

C. SUBRECEIPIENT shall not use funds that by design or effect facilitate the subsidization or promotion of illegal immigration or shield illegal aliens from deportation, including by maintaining policies and practices that materially impede enforcement of federal immigration statutes and regulations.

28. 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 list the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

E. In no event shall any payment to 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 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) for matters of compliance, will have the final authority to render or to secure an interpretation.

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

(1) 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 service delivery throughout Denton County. Participation in the 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 HUD's homeless assistance funds.

(2) 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, SUBRECIPIENT is encouraged to work in partnership with fellow service providers to improve efficiency and effectiveness.

I. 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:
Director of Community Services
City of Denton
601 E. Hickory Street, Suite 115
Denton, Texas 76205

TO SUBRECIPIENT:
[Name of Agency]
Attn: Executive Director/CEO/Commander
[Address]
City, State, [Zip Code]

w/ a copy to:
City Attorney
City of Denton
215 E. McKinney Street
Denton, TX 76201

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 of competent jurisdiction sitting in Denton County, Texas.

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

CITY OF DENTON:

BY: _____
JESSE KENT, DIRECTOR OF COMMUNITY SERVICES

ATTEST:

BY: _____

_____

APPROVED AS TO LEGAL FORM:

BY: _____
MACK REINWAND,
CITY ATTORNEY

[SUBRECIPIENT]

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

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

_____
Signature

Director of Community Services
_____
Title

Community Services
_____
Department

Date Signed: _____

Exhibit A
Scope of Services

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

SECTION I – SERVICE GOAL

RECIPIENT assists the City of Denton to improve the availability and accessibility of services that promote strong, supportive relationships for families, neighborhoods, and communities and a suitable living environment, as outlined in the 2023-2027 City of Denton Consolidated Plan for the use of General Funds and supports a coordinated effort to maximize community resources.

SUBRECIPIENT shall provide: [Program] to [describe services]. The program will be operated at [address]. The program will operate [hours of operation].

SECTION II – OUTCOMES

SUBRECIPIENT shall provide benefits to the citizens of the City of Denton by achieving these outcomes:

Impact Area:
Common Outcome:
Total Number of City of Denton Clients Estimated to Achieve Outcome:

SECTION III – UNIT OF SERVICE

A unit of service will be the metric by which the CITY and the RECIPIENT can measure services and performance under this Agreement. The SUBRECIPIENT shall provide at least the total number of units of service required herein to perform its obligations under this Agreement. A unit of service shall be defined as services provided to an eligible low to moderate-income person or other presumed benefit category as defined, who is a resident of the City of Denton, to help them achieve the above outcome(s), in the manner provided below.

Total Number of Unduplicated Clients

Total Number of Unduplicated Clients City of Denton Only:

Service Unit:
Program Budget:
Unit of Service:
Service Units per Year:
Estimated cost per Client:

Exhibit B
Budget

RECIPIENT 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 RECIPIENT's costs attributable to the work performed as stated herein, or sum of $xx,xxx.xx.

Allowable Expenditure	
[Allowable expenditure line items]	$xx,xxx.xx
Total	

SUBRECIPIENT will be reimbursed in accordance with Section 4 of this Agreement for eligible expenditures made in connection with the Scope of Services described in Exhibit A to this Agreement. SUBRECIPIENT will submit monthly reimbursement requests as provided in this Exhibit B and in this Agreement. Expenditures are made in connection with the Scope of Services described in Exhibit A to this Agreement and Cost Allocation Plan.

Reimbursement requests must include (list items/backup required with Request for Payment)
All Agencies:
1. Cost Allocation Plan due by October 1, 2026
2. Client List, with name or numbered with unique identifier (at least monthly)
3. Other documentation may be requested to support any cost allocation reimbursements
4. Self-Certifications only for City of Denton clients

For Agencies Seeking Salary reimbursements:
1. Copy of HUD Timesheet signed by staff member AND supervisor
2. Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
3. City of Denton Salary Ledger Sheet

For Agencies seeking cost reimbursement for purchase of Goods or Services:
1. Invoice AND/OR Receipt must be legible and full page, no cutoffs (client specific goods, must have client name or identifier on the receipt, list date of service if different than date of payment)
2. Proof of payment (copy of check with check number, bank statement, or credit card statement)
3. If purchased with credit card, proof credit card was paid
4. Executed lease agreement, if applicable
5. Sign-in sheets (applicable for classes such as life skills, employment training, etc.)

Exhibit C
U.S. Department of Housing and Urban Development (HUD)
Income Limits

Qualifying Income Limits for Federally Assisted Programs

FY 2026 Income Limits Summary
Dallas, TX HUD Metro FMR Area

[Current income limits to be published by HUD]

Exhibit D
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.

[ORGANIZATION]
Subrecipient

Signature Title

Date

Exhibit E
Monitoring Checklist



Monitoring Review Form

ITEMS TO MAKE AVAILABLE FOR SITE VISIT

(any that have not already been submitted)

For current funding year except where indicated.

- ☐ All Project/Case/Client Files with Application, Income Verification, etc.
- ☐ Time Sheets for Staff paid by City funds
- ☐ Budget for PREVIOUS and CURRENT fiscal year include w/Budget -v-Actual.
- ☐ PREVIOUS and CURRENT fiscal year Balance Sheet as reported to agency board.
- ☐ General Ledger/Journals showing YTD Expenses for City Funds
- ☐ Bank Statements with Reconciliations*
- ☐ Procurement Procedures*

*Only in Financial Management Expanded Section Reviews.

Policies and Procedures Guide(s)/Manual(s):	**Current Revision Date:**
☐ Board	
☐ Financial (Separation of Duties/Internal Controls, Procurement, etc.)	
☐ Personnel (Equal Opportunity & Non-Discrimination, Nepotism, etc)	
☐ Program Guidelines	
Governing Documents	**Current Revision Date:**
☐ 501 (c) tax-exempt status IRS letter	
☐ Articles of Incorporation with any amendments	
☐ Bylaws	
Reporting Documents w/Service Agreement	**Current Revision Date:**
☐ Most Recent Audit	
☐ Cost Allocation Form	
☐ Agency Update	
☐ Bond/Liability Insurance	
Reporting Documents - Monthly	**Current Revision Date:**
☐ Board Agendas, & Minutes (with Attendance)	
☐ Monthly Budget report	
☐ Back-up Documentation Performance/Outcome Measures	
☐ Back-up Documentation for Beneficiary (Client List)	
☐ Proof of Payroll Tax Payments	

Monitoring Review Form

ENTRANCE CONFERENCE OUTLINE

☐ Introductions

Monitor 1: _____

Monitor 2: _____

☐ Purpose of the Monitoring Review.

- To gather information
- Focus on performance
- Provide information that will be useful for improvement planning and improved performance
- To address any issues of non-compliance that arise
- Follow up to any other previous Desk, Informal or Formal Monitoring

Why this agency was selected (City looks at a number of factors):

- Funding Source (Community Development Block Grant vs General Fund)
- Risk Analysis Scoring
- Substantial agency changes - leadership, budget variances, loss of funding source etc.

☐ What to expect during and after the on-site Interview

- Interviews with key staff
- File review
- Program observation
- Exit Conference - Preliminary Findings
- Final report - Written report of observations and/or findings by critical element

☐ Review any Questions and discussion points of any concern or information pertinent to the review before the process begins.

EXIT CONFERENCE OUTLINE

We understand your time is valuable but to limit exposure during federal grant audits, The City of Denton needs to ensure compliance with rules and regulations. The city wishes to thank you for your time and patience in participating in any review process.

☐ Purpose of the Exit Conference.

- To present and discuss the preliminary findings as a result of interviews, file reviews and observations conducted during the review
- As stated in entrance conference, the purpose of the review is to provide information that will be useful for improvement planning and improved performance

FINDINGS: *Summary of findings by critical element (On-site Monitoring Report Form), including technical assistance available.*

☐ As Findings are presented, any questions or comments are welcome.

☐ For the review, the critical elements looked at were:

☐ Program: _____

☐ Individuals interviewed:

1: _____

2: _____

3: _____

4: _____

5: _____

☐ Files (Client File Review Form Attachment)

☐ Documents (Items to Make Available) and others requested during the review:

1: _____

2: _____

3: _____

4: _____

5: _____

☐ Closing

- Written reports returned: _____

Monitoring Review Form

MONITORING INFORMATION

Review Period:	Review Date:
Subrecipient Organization:	
Project Name:	
Executive Director:	

I. FUNDING INFORMATION

Contract Amount	$
Funding Source(s) – (i.e. ESG, General Fund, CDGB, etc.):	
	$
	$
	$

II. PERSONS INTERVIEWED

Name	Title	Entrance/Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit

III. MONITORING FROM SECTIONS COMPLETED

Section Reviewed		Date
Monitoring Notification	☐	
HUD National Objectives	☐	
Program Review	☐	
Record Keeping/Reporting Practices	☐	
Board Policies/Practices	☐	
Financial Management Condensed	☐	
Financial Management Expanded*	☐	
Monitoring Results Report	☐	

*Agencies will be notified if Financial Management Expanded section will be completed.

ELIGIBLE HUD NATIONAL OBJECTIVE

I. National Objective Compliance

The National Objective of this contract is to benefit low and moderate-income persons. This project complies with the contract on the following basis and/or activity:

☐ L/M Income Area Benefit: The public service is available to all the residents in a particular primarily residential area, and at least 51% of those residents are L/M income persons.

☐ L/M Limited Clientele: The public service is limited to a specific group of people, at least 51% of who are L/M income persons. Services serve a specific clientele, rather than providing service to all the persons in a geographic area.

II. Limited Clientele Designation

☐ Presumed Benefit: exclusively benefit a clientele who are generally presumed by HUD to be principally LMI persons. Check the applicable designation. (all clients must meet 100%)

☐ Abused children ☐ Homeless persons ☐ Elderly Persons ☐ Illiterate adults

☐ Severely disabled ☐ Persons with AIDS ☐ Battered spouses ☐ Migrant Farm Workers

☐ Income Eligible: require information on family size and income so that it is evident that at least 51 percent of the clientele are LMI.

☐ Nature & Location: be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons. "Must be approved by HUD" as meeting the low/mod eligibility under this category.

III. Eligible Activity

☐ Public Service(s): employment services, crime prevention & public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for seniors, services for homeless persons, welfare services (excluding income payments), recreational services, and etc.

1. Funds may be used to operate the facility in which the public service is located.
2. The service must be new or pass the quantifiable increase test.
3. Certain income payments are eligible if they meet certain criteria.

☐ Ineligible Service(s)

1. Political activities;
2. Acquisition, construction, or reconstruction of buildings for conduct of govt.;
3. Construction of new housing by units of general local government;
4. Certain income payments; and
5. Assistance supplants funding for pre-existing activities

Monitoring Review Form

PROGRAM REVIEW

I. Back-up documentation supporting the data reported in most recent beneficiary report and performance report.

1. Does the back-up support the data reported to the Community Development? ☐ Yes ☐ No

II. **Contract Performance Targets** (as listed in current contract)

1. Persons: _____ Units: _____

III. **Review Period Performance** (Oct 1 through current report month)

1. Persons: _____ Units: _____
2. % of Target Persons served: _____
3. % of Target Units provided: _____
4. Is the subrecipient agency significantly behind in the provision of units? ☐ Yes ☐ No
5. % of Contract Amount reimbursed: _____
6. Are expenditures proportional to the number of units provided? ☐ Yes ☐ No
7. Is the subrecipient agency providing services as described in the Scope of Services in the Service Agreement? ☐ Yes ☐ No
8. Is the subrecipient agency meeting the outcome measures described in the Service Agreement? ☐ Yes ☐ No

GOVERNING DOCUMENT

I. Has the appropriate legal incorporation and other documents been filed with the federal and state government?

1. Certificate of Formation (IRS Determination Letter) ☐ Yes ☐ No
2. Articles of Incorporation with all amendments ☐ Yes ☐ No
3. By-Laws with all amendments ☐ Yes ☐ No
4. Other Governing Documents
   - a. Board ☐ approved within the last 3 years ☐ Yes ☐ No
   - b. Personnel ☐ approved within the last 3 years ☐ Yes ☐ No
   - c. Financial ☐ approved within the last 3 years ☐ Yes ☐ No
   - d. Program Guidelines ☐ approved within the last 2 years ☐ Yes ☐ No

Monitoring Review Form

RECORD KEEPING/REPORTING PRACTICES

1. Is the filing system orderly, comprehensive, and up-to-date? ☐ Yes ☐ No
2. Are the records safe and secured for confidentiality? ☐ Yes ☐ No
   a. Are passwords/keys promptly cancelled for terminated employees? ☐ Yes ☐ No
   b. Are there appropriate procedures for back-up and storage of program and data files? ☐ Yes ☐ No
3. Are the records accessible for review by the City or HUD? ☐ Yes ☐ No
4. Does the subrecipient maintain records for (5) years after the termination or expiration of the contract? ☐ Yes ☐ No
   a. If so, where do you store any prior-year files, if applicable? ☐ Yes ☐ No

5. Has the subrecipient submitted to the City a current Agency Update form? ☐ Yes ☐ No
6. Has the subrecipient submitted to the City a current Cost Allocation Plan? ☐ Yes ☐ No
7. Is a current fidelity bond/liability insurance policy on file? ☐ Yes ☐ No
   a. Is the City of Denton named as additional insured on the policy? ☐ Yes ☐ No
   b. Is there a provision that policy may not be canceled or lapse without 30-days prior written notice to the City of Denton? ☐ Yes ☐ No
8. Has the subrecipient submitted reports, requests, and etc timely? ☐ Yes ☐ No
9. Does the subrecipient have the appropriate government or oversight-entity standard of being safe, sanitary, or compliant? List entity & certifications. ☐ Yes ☐ No

10. Does the organization generate monthly financial reports reviewed by the Executive Director and the Board of Directors? ☐ Yes ☐ No

Describe Communication method:

Monitoring Review Form

BOARD POLICIES & PRACTICES

1. Has the subrecipient submitted to the City a list of its most current board of directors with their appropriate titles? ☐ Yes ☐ No
2. When the Board of Directors makes decisions, a quorum is present & minutes are maintained? ☐ Yes ☐ No
3. What actions are taken to ensure the board is professionally and culturally diverse? ☐ Yes ☐ No

4. Does the board and staff work together to develop and adopt a strategic plan for the organization? ☐ Yes ☐ No

   Describe Process/Frequency:

ANTI-DISCRIMINATION COMPLIANCE

1. How does your organization ensure equal opportunity and non-discrimination in soliciting for and hiring staff?

2. Is the Equal Employment Opportunity (EEO) placard or poster in an area accessible to employees and applicants for employment? ☐ Yes ☐ No
3. Is the office location accessible by ramp and have an accessible restroom? ☐ Yes ☐ No
4. Are there any religious services, proselytizing, instructions, or any other religious preference, influence, or discrimination in connection with providing the services stated in the Program Scope. ☐ Yes ☐ No
5. Are there provisions in the personnel policies to prohibit the following:

   a. conflict of interest? ☐ Yes ☐ No p: _____
   b. sectarian activities? ☐ Yes ☐ No p: _____
   c. nepotism? ☐ Yes ☐ No p: _____
   d. political activity and lobbying? ☐ Yes ☐ No p: _____

Monitoring Review Form

FINANCIAL MANAGEMENT CONDENSED

I. Audit

1. Is the subrecipient subject to OMB Circular A-133, which requires a single audit if the subrecipient has expended federal funds in excess of $500,000? ☐ Yes ☐ No

2. Has the subrecipient made arrangements to have an audit conducted? ☐ Yes ☐ No

3. Did subrecipient use competitive bid process in the last four years to procure audit services? ☐ Yes ☐ No

   a. Name of audit firm: _____

4. Has the subrecipient submitted the most recent audit report? ☐ Yes ☐ No

5. Are there any unresolved audit issues? If yes, list status below? ☐ Yes ☐ No

_____

_____

II. Agency Controls

1. What is the subrecipient's fiscal year? _____ *to* _____

2. What system(s) does the agency use to perform its accounting function?

   ❒ Cash ❒ Accrual Accounting Software: _____

3. Is the system ❒ manual, ❒ automated, or a ❒ combination?

4. Has the organization been able to operate within its approved budget during the last two fiscal years? ☐ Yes ☐ No

5. Is an appropriate cash reserve/contingency fund available? ☐ Yes ☐ No

   a. What $/% is available in cash reserve/contingency funds? _____

6. Does subrecipient pay TWC taxes (state unemployment), State Workers' Comp., insurance companies, payroll taxes when they are due? ☐ Yes ☐ No

   a. Can payroll tax payments be verified? ☐ Yes ☐ No

   b. Can Worker's Comp. payments be verified? ☐ Yes ☐ No

FINANCIAL MANAGEMENT CONDENSED

III. Program Controls

1. If the subrecipient is requesting to pay salaries, do the salaries match with the percentages and positions they request monthly? ☐ Yes ☐ No

2. Does employees work on both CDBG and Non-CDBG related activities? ☐ Yes ☐ No

3. Are timesheets signed by appropriate supervisor or designated authority? ☐ Yes ☐ No

   b. Does the subrecipient use hourly distribution time sheets for employees paid from multiple funding sources? ☐ Yes ☐ No

   c. Do the time sheets reflect:
   ☐ actual time worked or ☐ budgeted percentages?

4. Review the months selected for expenditures, cash disbursement journals, and support documentation.

   Months Reviewed: _____

   a. Are the expenditures allowable? ☐ Yes ☐ No

   b. Are there procedures to ensure items of cost are equitably charged? (ie. Cost Allocation Plan) ☐ Yes ☐ No

   c. Is the support documentation adequate? ☐ Yes ☐ No

5. Review Client Files (Attached Completed Client File Review Form(s)

CLIENT FILE REVIEW FORM Sample

Agency: _____ Reviewed By: _____

Period Reviewed: _____ Date: _____

Client Name/Number:				
Income Documentation Type:		**Eligible**		**Dates of Assistance:**
☐ Self Certification Form	Notes/Comments:	Yes	No	
☐ Pay Stub		**COD Resident**		**Zip:**
☐ Bank Statement(s)		Yes	No	
☐ Other:		**Income Eligible**		**Amount:**
		Yes	No	$

Monitoring Review Form

FINANCIAL MANAGEMENT EXPANDED

1. Have all financial corrective action requirements from the previous monitoring report been corrected? ☐ Yes ☐ No

2. Who signs checks? Do names on the bank signature cards match the signature on checks? ☐ Yes ☐ No

   a. How many signatures are required? _____

3. Is there separation of duties to ensure effective control over preparation, authorization/certification, and distribution of checks? ☐ Yes ☐ No

   a. Review the procedure of check processing within the agency's financial procedures. ☐ Yes ☐ No

   b. Are bank statements and canceled checks received and reconciled by a person independent of the authorization and check signing function? ☐ Yes ☐ No

4. Are bank statements reconciled monthly to the General Ledger? ☐ Yes ☐ No

   a. Does the organization reconcile all cash accounts monthly? ☐ Yes ☐ No

5. Does the subrecipient have a current list of assets and values? ☐ Yes ☐ No

6. Does the organization currently have any checks, outstanding debts, or bills more than 90 days delinquent? ☐ Yes ☐ No

7. Does the subrecipient have any interest or other income generated by City of Denton funds? If yes, document explanation given by Fiscal Officer and ask for proof of documentation ☐ Yes ☐ No

   a. Does interest or income generated by City funds go back into the program? ☐ Yes ☐ No

☐ **PROCUREMENT**

1. Has subrecipient established efficient and effective procurement procedures in accordance with applicable laws and regulations? ☐ Yes ☐ No

   a. Do the procurement methods assure maximum open & free competition? ☐ Yes ☐ No

   b. Do the procurement procedures provide for review of proposed purchase by the appropriate officials to avoid the purchase of unnecessary or duplicate items? ☐ Yes ☐ No

   c. Did subrecipient establish written selection criteria?

EXHIBIT 4
2026-2027 GENERAL FUNDS SERVICE AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
[SUBRECIPIENT].

This 2026-2027 Grant Service Agreement ("Agreement") is made and 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 [SUBRECIPIENT NAME], a Texas nonprofit corporation with its principal place of business at [ADDRESS], hereinafter referred to as "SUBRECIPIENT."

WHEREAS, CITY has determined that the SUBRECIPIENT's proposal for services can provide needed services to the residents of the City of Denton in accordance with the 2023-2027 City of Denton Consolidated Plan, and desires to enter into an agreement for such services; and

WHEREAS, funding is contingent on CITY's adoption of the FY 2026-27 Operating Budget and appropriation of funds; and

WHEREAS, CITY has designated the Community Development Division as the division responsible for the administration of this Agreement and all matters pertaining thereto;

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

1. TERM

This Agreement shall commence on or as of October 1, 2026, and shall terminate on September 30, 2027, unless sooner terminated in accordance with Section 25 "Termination."

2. RESPONSIBILITIES

SUBRECIPIENT hereby accepts responsibility for the performance of all services and activities described in the Scope of Services attached hereto as Exhibit A, and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein. CITY will consider 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.

Eligibility documentation must be included in each client's file and updated at least once during the contract period

2. REPRESENTATIONS AND ACKNOWLEDGEMENTS

A. SUBRECIPIENT assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement.
B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT, do hereby warrant and guarantee that he, she, or 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 is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section.

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

E. The CITY's Director of Community Services will be CITY's representative responsible for the administration of this Agreement.

F. Both parties agree and acknowledge that the amount of funds provided hereunder is necessary and sufficient payment for full and satisfactory performance of the program in accordance with all terms, provisions, and requirements of this Agreement.

G. The parties expressly understand and agree that CITY's obligations under this Section are contingent upon CITY's receipt and appropriation 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.

3. SUBRECIPIENT OBLIGATIONS

A. **Performance of Scope of Services.**

(1) SUBRECIPIENT shall perform 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.

(2) SUBRECIPIENT shall be eligible for reimbursement only for expenditures made in accordance with the Budget, set forth in Exhibit B, to complete those services described in the Scope of Services in Exhibit A. SUBRECIPIENT shall not utilize these funds for any other purpose. No modifications or alterations may be made to the Scope of Services or Budget without the prior written approval of the CITY's Director of Community Services.

(3) 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 objective of benefitting low and moderate-income persons.

(4) SUBRECIPIENT shall provide services to persons whose income is equal to or lower than 80% of the median income of the Dallas standard metropolitan statistical area. To accomplish this, the SUBRECIPIENT shall use the current applicable income limits published by the U.S. Department of Housing and Urban Development ("HUD") for lower-income housing assistance under Section 8 of the United States Housing Act of 1937. Income eligibility shall be determined by the sum of the gross income of all individuals residing in the household. Services must be provided directly to or on behalf of specific identified eligible clients.

B. Administrative Requirements

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

(2) SUBRECIPIENT's executive officer will be available to meet with CITY officials when requested.

(3) SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.

(4) SUBRECIPIENT will establish, operate, and maintain an account system for funds received pursuant to this Agreement that will allow 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.

C. **Compliance with Federal, State, and Local Laws.**

(1) SUBRECIPIENT assures and certifies that it will comply with all applicable federal laws, laws of the State of Texas, and ordinances of the City of Denton.

(2) SUBRECIPIENT shall give the CITY, and any of 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.

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

(4) SUBRECIPIENT has submitted herewith 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"). The Parties understand and agree that, with the exception of information identifying the CITY and the contract identification number, if any, the CITY is not responsible for the information contained in the Form 1295; the information contained in the Form 1295 has been provided solely by the SUBRECIPIENT; and the City has not verified such information. SUBRECIPIENT acknowledges that in accordance with Chapter 2273 of the Texas Government Code, City is prohibited from entering into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. The terms "taxpayer resource transaction," "abortion provider," and "affiliate of an abortion provider" shall have those definitions provided in Texas Government Code § 2273.001. By signing this Agreement, SUBRECIPIENT certifies that is not an abortion provider or an affiliate of an abortion provider, and that it will not use the proceeds of this Agreement for the purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Failure to meet or maintain the requirements under this provision will be considered a material breach.

D. Additional Obligations.

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

(2) 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.

(3) SUBRECIPIENT's executive officer shall 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.

4. CITY OBLIGATIONS

A. **Limit of Liability**. In consideration of full and satisfactory performance of the services and activities hereunder by SUBRECIPIENT, CITY will reimburse SUBRECIPIENT for expenses incurred pursuant to and in accordance with the Budget attached hereto as Exhibit B, and incorporated herein by reference, necessary for the performance of the Scope of Services herein attached as Exhibit A. 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 [amount text- $xx,xxx.xx.]

B. **Payments by City**. Within twenty-one days after receipt from SUBRECIPIENT of a requisition for payment with appropriate documentation of expenditures, CITY shall make payments to SUBRECIPIENT based on the Budget in Exhibit B, subject to the limitations and provisions set forth in Exhibit B and in this Section and Section 5 of this Agreement.
   (1) It is expressly understood that this Agreement in no way obligates the CITY to provide more funds than the amount shown in subsection A above.
   (2) 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.
   (3) 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.
   (4) Funding not expended within the term of this Agreement will revert to the City of Denton budget for use on alternative services or projects.

5. PAYMENT CONDITIONS

A. SUBRECIPIENT's reimbursement request for any one-month period must include reasonable, consistent, actual, and allowable costs as specified in Exhibit B.

B. CITY shall not be liable for any cost or portion thereof which:
   (a) has been paid or 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) has not been billed to CITY within 90 calendar days following billing to SUBRECIPIENT, or termination of the Agreement, whichever date is earlier; or
   (e) is not an allowable cost as defined by Section 10 of this Agreement or in the Budget set forth in Exhibit B.

C. If, in CITY's sole judgment, SUBRECIPIENT's reimbursement request for any period does not provide sufficient documentation of allowable expenditures or if CITY requests inspection or verification of claimed expenditures after receipt of a reimbursement request, CITY may withhold reimbursement for those expenditures for an amount of time deemed reasonable by CITY pending such inspection, verification, or receipt of documentation.

6. EVENTS REQUIRING REVERSION OF FUNDS

A. **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.

B. **Disallowed Costs**. Upon termination of this Agreement, should any expense or charge for which payment has been made be subsequently disallowed or disapproved by CITY as a result of any auditing or monitoring by CITY, 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.

C. **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.

D. **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 Exhibit A, CITY hereby reserves the right to reappropriate 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.

E. **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.

7. ALLOWABLE COSTS

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

B. Prior written authorization is required in order for the following to be considered allowable costs:
1) Encumbrances or expenditures during any one-month period shall be calculated based on the Cost Allocation Plan submitted by agency. The methodology, such as total budget for the program, shall be consistently applied to all shared expenses.
2) 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.
3) Any alterations or relocation of the facilities on and in which the activities specified in Exhibit A are conducted.
4) Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B.
5) Costs or fees for temporary employees or services.
6) Any fees or payments for consultant services.
7) Fees for attending out of town meetings, seminars, or conferences.

C. 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.

D. Expenditures will not be reimbursed to the SUBRECIPIENT for the purchase of real property or equipment. These are not allowable costs under this Agreement.
E. Overtime, bonuses, fringe benefits, and other miscellaneous non-salary personnel costs are not eligible for reimbursement under this Agreement.

8. PROGRAM INCOME

A. For purposes of this Agreement, "Program Income" means earnings of SUBRECIPIENT realized from activities resulting from this Agreement or from SUBRECIPIENT's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental or lease fees, income produced from contract-supported services of individuals or employees or from the use or sale of equipment or facilities of SUBRECIPIENT provided as a result of this Agreement, and payments from clients or third parties for services rendered by SUBRECIPIENT under this Agreement.
B. SUBRECIPIENT shall maintain records of the receipt and disposition of Program Income in the same manner as required for other contract funds and report Program Income 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.
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.

9. 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 beneficiary and financial reports to CITY by the 15th of every month with reimbursement request. If the SUBRECIPIENT expends all Agreement funds prior to the term date, SUBRECIPIENT remains responsible for completing monthly reports by the 15th. The beneficiary report shall detail client information, including race, ethnicity, income, head of household, disabled and elderly households and other statistics required by CITY using the CITY's Self-Certification form. 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. SUBRECIPIENT shall submit its annual budget and schedule of board meetings, along with the resolutions or minutes adopting the same, to CITY no later than October 1, 2026. 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 $1,000,000 or more in federal funding, the audit must be conducted in accordance with OMB audit requirements in 2 CFR Part 200, as applicable, within thirty days after receipt of the auditor's report(s) or within nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide.

10. 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 performance 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 in 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 upon request 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/beneficiary reports to be submitted in the schedule published by the CITY's Community Development Division. Reports will include such information as requested by the CITY's Community Development Division including but not limited to: number of persons or households assisted, race, gender, disability status, and household income. Beneficiary reports shall be due to CITY within 15 working days after the completion of the required reporting period. SUBRECIPIENT agrees to submit financial statements no less than once every three months. Each statement shall include current and year-to-date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances. Financial reports shall be due to CITY within 15 working days after the completion of the required reporting period; and

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

E. 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 services provided under this Agreement.

F. 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 payments under this Agreement can be withheld for the SUBRECIPIENT's failure to submit a written response within 60 days

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. SUBSUBRECIPIENT shall refer to Exhibit E for the Monitoring Checklist.

11. 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, and with any other applicable Federal and State regulations establishing standards for financial management.

B. 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.

C. 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.

D. 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.

E. 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.

12. 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.

13. WARRANTIES

SUBRECIPIENT represents and warrants that:

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

B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate, and fairly reflect the financial condition of 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 are subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements and/or other documents 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.

14. 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.

15. 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.

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. On or before October 1, 2026, SUBRECIPIENT shall provide a certificate of insurance naming the City as additional insured consistent with the requirements of this Section.

C. SUBRECIPIENT will comply with applicable workers' compensation statutes 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.

16. 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 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), Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.
C. SUBRECIPIENT shall comply with all applicable fair housing, civil rights, and anti-discrimination laws in its selection of beneficiaries and its implementation of the program including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination Act of 1973; and Title II and Title III of the Americans with Disabilities Act of 1990.
D. 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.
E. 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 in accordance with Sections 24 and 25 and SUBRECIPIENT may be barred from further contracts with CITY.
F. SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of these definitions, "minority group members" are Afro-Americans; Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

17. 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.

18. 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.

19. 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.

20. POLITICAL OR SECTARIAN ACTIVITY

A. Neither the funds provided pursuant to this Agreement, nor any personnel who may be employed by the SUBRECIPIENT with funds provided 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:
    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. SUBSUBRECIPIENT 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.

21. PUBLICITY

A. Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement to state that 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 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.

22. 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 designee may authorize minor amendments to the approved 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 not to exceed amount set forth in Exhibit B, extend the term, or otherwise alter the performance obligations of SUBRECIPIENT, without approval of the City Council. Minor Amendment requests must be submitted no later than September 15, 2027. Any request to change the use of funding, request additional funding, or request term extension will not be approved.

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

E. CITY may, from time to time during the term of the Agreement, request changes 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. Any alterations, deletions, or additions to the Budget set forth in Exhibit B requested by SUBRECIPIENT shall require the prior written approval of CITY.

G. 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.

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

23. 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.

24. 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 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.
(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 4, and Section 2, of this Agreement.
(8) The commission of an act of bankruptcy.
(9) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of the 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. 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 SUBRECIPIENT until such time as the exact amount of damages due to CITY from SUBRECIPIENT is agreed upon or otherwise determined.

25. 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.

26. 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 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 AND 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**.

27. NON-RELIGIOUS ACTIVITIES

A. 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, while also noting 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. Faith based organizations that carry out programs or activities with direct financial assistance are required to 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;

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

   (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; and

(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.

(a) 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 opportunity. Current beneficiaries must receive the notice at the earliest available opportunity.

(b) Faith-based organizations that carry out a program or activity with direct Federal financial assistance 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.

28. 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 documentations 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 list the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

E. In no event shall any payment to 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 will have the final authority to render or to secure an interpretation.

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

(1) 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 service delivery

throughout Denton County. Participation in the 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.

(2) 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.

I. 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:
Director of Community Services
City of Denton
601 E. Hickory, Suite 115
Denton, Texas 76205

w/ a copy to:
City Attorney
City of Denton
215 E. McKinney Street
Denton, TX 76201

TO RECIPIENT:
[SUBRECIPIENT.]
Attn: Executive Director/CEO/Commander
[Address]
Denton, Texas [Zip Code]

J. 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 of competent jurisdiction sitting in Denton County, Texas.

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

CITY OF DENTON:

BY: _____
JESSE KENT, DIRECTOR OF COMMUNITY SERVICES

ATTEST:

BY: _____

_____

APPROVED AS TO LEGAL FORM:

BY: _____
MACK REINWAND,
CITY ATTORNEY

[SUBRECIPIENT]:

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

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

_____
Signature

Director of Community Services
_____
Title

Community Services
_____
Department

Date Signed: _____

Exhibit A
Scope of Services

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

SECTION I – SERVICE GOAL

SUBSUBRECIPIENT assists the City of Denton to improve the availability and accessibility of services that promote strong, supportive relationships for families, neighborhoods, and communities and a suitable living environment, as outlined in the 2023-2027 City of Denton Consolidated Plan for the use of General Funds and supports a coordinated effort to maximize community resources.

SUBSUBRECIPIENT shall provide: [Program] to [describe services]. The program will be operated at [address]. The program will operate [hours of operation].

SECTION II – OUTCOMES

SUBRECIPIENT shall provide benefits to the citizens of the City of Denton by achieving these outcomes:

Impact Area:
Common Outcome:
Total Number of City of Denton Clients Estimated to Achieve Outcome:

SECTION III – UNIT OF SERVICE

A unit of service will be the metric by which the CITY and the SUBRECIPIENT can measure services and performance under this Agreement. The SUBRECIPIENT shall provide at least the total number of units of service required herein to perform its obligations under this Agreement. A unit of service shall be defined as services provided to an eligible low to moderate-income person or other presumed benefit category as defined, who is a resident of the City of Denton, to help them achieve the above outcome(s), in the manner provided below.

Total Number of Unduplicated Clients

Total Number of Unduplicated Clients City of Denton Only:

Service Unit:
Program Budget:
Unit of Service:
Service Units per Year:
Estimated cost per Client:

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 $xx,xxx.xx.

Allowable Expenditure	
[Line items for allowable expenditures]	$
Total	$

SUBRECIPIENT will be reimbursed in accordance with Section 4 of this Agreement for eligible expenditures made in connection with the Scope of Services described in Exhibit A to this Agreement. SUBRECIPIENT will submit monthly reimbursement requests as provided in this Exhibit B and in this Agreement. Expenditures are made in connection with the Scope of Services described in Exhibit A to this Agreement and Cost Allocation Plan.

Reimbursement requests must include (list items/backup required with Request for Payment)
All Agencies:
1. Cost Allocation Plan due by October 1, 2026
2. Client List, with name OR numbered with unique identifier (at least monthly)
3. Other documentation may be requested to support any cost allocation reimbursements
4. Self-Certification only for City of Denton clients

For Agencies Seeking Salary reimbursements:
1. Copy of HUD Timesheet signed by staff member AND supervisor
2. Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
3. City of Denton Salary Ledger Sheet

For Agencies seeking cost reimbursement for purchase of Goods or Services:
1. Invoice ANDOR Receipt must be legible and full page, no cutoffs (client specific goods, must have client name or identifier on the receipt, list date of service if different than date of payment)
2. Proof of payment (copy of check with check number or bank statement)
3. If purchased with credit card, proof credit card was paid
4. Executed lease agreement, if applicable.
5. Welcome Letter with security deposit information, if applicable
6. Clients must sign off stating they received the goods purchased
7. Sign-in sheets (applicable for classes such as life skills, employment training, etc.)

Exhibit C
U.S. Department of Housing and Urban Development (HUD)
Income Limits

Qualifying Income Limits for Federally Assisted Programs

FY 2026 Income Limits Summary
Dallas, TX HUD Metro FMR Area

[Current income limits to be published by HUD]

Exhibit D
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.

[ORGANIZATION]

Subrecipient

Signature Title

Date

Exhibit E
Monitoring Checklist



Monitoring Review Form

ITEMS TO MAKE AVAILABLE FOR SITE VISIT

(any that have not already been submitted)

For current funding year except where indicated.

- ☐ All Project/Case/Client Files with Application, Income Verification, etc.
- ☐ Time Sheets for Staff paid by City funds
- ☐ Budget for PREVIOUS and CURRENT fiscal year include w/Budget -v-Actual.
- ☐ PREVIOUS and CURRENT fiscal year Balance Sheet as reported to agency board.
- ☐ General Ledger/Journals showing YTD Expenses for City Funds
- ☐ Bank Statements with Reconciliations*
- ☐ Procurement Procedures*

*Only in Financial Management Expanded Section Reviews.

Policies and Procedures Guide(s)/Manual(s):	**Current Revision Date:**
☐ Board	
☐ Financial (Separation of Duties/Internal Controls, Procurement, etc.)	
☐ Personnel (Equal Opportunity & Non-Discrimination, Nepotism, etc)	
☐ Program Guidelines	
Governing Documents	**Current Revision Date:**
☐ 501 (c) tax-exempt status IRS letter	
☐ Articles of Incorporation with any amendments	
☐ Bylaws	
Reporting Documents w/Service Agreement	**Current Revision Date:**
☐ Most Recent Audit	
☐ Cost Allocation Form	
☐ Agency Update	
☐ Bond/Liability Insurance	
Reporting Documents - Monthly	**Current Revision Date:**
☐ Board Agendas, & Minutes (with Attendance)	
☐ Monthly Budget report	
☐ Back-up Documentation Performance/Outcome Measures	
☐ Back-up Documentation for Beneficiary (Client List)	
☐ Proof of Payroll Tax Payments	

Monitoring Review Form

ENTRANCE CONFERENCE OUTLINE

☐ Introductions

Monitor 1: _____

Monitor 2: _____

☐ Purpose of the Monitoring Review.

- To gather information
- Focus on performance
- Provide information that will be useful for improvement planning and improved performance
- To address any issues of non-compliance that arise
- Follow up to any other previous Desk, Informal or Formal Monitoring

Why this agency was selected (City looks at a number of factors):

- Funding Source (Community Development Block Grant vs General Fund)
- Risk Analysis Scoring
- Substantial agency changes - leadership, budget variances, loss of funding source etc.

☐ What to expect during and after the on-site Interview

- Interviews with key staff
- File review
- Program observation
- Exit Conference - Preliminary Findings
- Final report - Written report of observations and/or findings by critical element

☐ Review any Questions and discussion points of any concern or information pertinent to the review before the process begins.

EXIT CONFERENCE OUTLINE

We understand your time is valuable but to limit exposure during federal grant audits, The City of Denton needs to ensure compliance with rules and regulations. The city wishes to thank you for your time and patience in participating in any review process.

☐ Purpose of the Exit Conference.

- To present and discuss the preliminary findings as a result of interviews, file reviews and observations conducted during the review
- As stated in entrance conference, the purpose of the review is to provide information that will be useful for improvement planning and improved performance

FINDINGS: *Summary of findings by critical element (On-site Monitoring Report Form), including technical assistance available.*

☐ As Findings are presented, any questions or comments are welcome.

☐ For the review, the critical elements looked at were:

☐ Program: _____

☐ Individuals interviewed:

1: _____

2: _____

3: _____

4: _____

5: _____

☐ Files (Client File Review Form Attachment)

☐ Documents (Items to Make Available) and others requested during the review:

1: _____

2: _____

3: _____

4: _____

5: _____

☐ Closing

- Written reports returned: _____

Monitoring Review Form

MONITORING INFORMATION

Review Period:	Review Date:
Subrecipient Organization:	
Project Name:	
Executive Director:	

I. FUNDING INFORMATION

Contract Amount	$
Funding Source(s) – (i.e. ESG, General Fund, CDGB, etc.):	
	$
	$
	$

II. PERSONS INTERVIEWED

Name	Title	Entrance/Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit

III. MONITORING FROM SECTIONS COMPLETED

Section Reviewed		Date
Monitoring Notification	☐	
HUD National Objectives	☐	
Program Review	☐	
Record Keeping/Reporting Practices	☐	
Board Policies/Practices	☐	
Financial Management Condensed	☐	
Financial Management Expanded*	☐	
Monitoring Results Report	☐	

*Agencies will be notified if Financial Management Expanded section will be completed.

ELIGIBLE HUD NATIONAL OBJECTIVE

I. National Objective Compliance

The National Objective of this contract is to benefit low and moderate-income persons. This project complies with the contract on the following basis and/or activity:

☐ L/M Income Area Benefit: The public service is available to all the residents in a particular primarily residential area, and at least 51% of those residents are L/M income persons.

☐ L/M Limited Clientele: The public service is limited to a specific group of people, at least 51% of who are L/M income persons. Services serve a specific clientele, rather than providing service to all the persons in a geographic area.

II. Limited Clientele Designation

☐ Presumed Benefit: exclusively benefit a clientele who are generally presumed by HUD to be principally LMI persons. Check the applicable designation. (all clients must meet 100%)

☐ Abused children ☐ Homeless persons ☐ Elderly Persons ☐ Illiterate adults

☐ Severely disabled ☐ Persons with AIDS ☐ Battered spouses ☐ Migrant Farm Workers

☐ Income Eligible: require information on family size and income so that it is evident that at least 51 percent of the clientele are LMI.

☐ Nature & Location: be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons. "Must be approved by HUD" as meeting the low/mod eligibility under this category.

III. Eligible Activity

☐ Public Service(s): employment services, crime prevention & public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for seniors, services for homeless persons, welfare services (excluding income payments), recreational services, and etc.

1. Funds may be used to operate the facility in which the public service is located.
2. The service must be new or pass the quantifiable increase test.
3. Certain income payments are eligible if they meet certain criteria.

☐ Ineligible Service(s)

1. Political activities;
2. Acquisition, construction, or reconstruction of buildings for conduct of govt.;
3. Construction of new housing by units of general local government;
4. Certain income payments; and
5. Assistance supplants funding for pre-existing activities

Monitoring Review Form

PROGRAM REVIEW

I. Back-up documentation supporting the data reported in most recent beneficiary report and performance report.

1. Does the back-up support the data reported to the Community Development? ☐ Yes ☐ No

II. **Contract Performance Targets** (as listed in current contract)

1. Persons: _____ Units: _____

III. **Review Period Performance** (Oct 1 through current report month)

1. Persons: _____ Units: _____
2. % of Target Persons served: _____
3. % of Target Units provided: _____
4. Is the subrecipient agency significantly behind in the provision of units? ☐ Yes ☐ No
5. % of Contract Amount reimbursed: _____
6. Are expenditures proportional to the number of units provided? ☐ Yes ☐ No
7. Is the subrecipient agency providing services as described in the Scope of Services in the Service Agreement? ☐ Yes ☐ No
8. Is the subrecipient agency meeting the outcome measures described in the Service Agreement? ☐ Yes ☐ No

GOVERNING DOCUMENT

I. Has the appropriate legal incorporation and other documents been filed with the federal and state government?

1. Certificate of Formation (IRS Determination Letter) ☐ Yes ☐ No
2. Articles of Incorporation with all amendments ☐ Yes ☐ No
3. By-Laws with all amendments ☐ Yes ☐ No
4. Other Governing Documents
   - a. Board ☐ approved within the last 3 years ☐ Yes ☐ No
   - b. Personnel ☐ approved within the last 3 years ☐ Yes ☐ No
   - c. Financial ☐ approved within the last 3 years ☐ Yes ☐ No
   - d. Program Guidelines ☐ approved within the last 2 years ☐ Yes ☐ No

Monitoring Review Form

RECORD KEEPING/REPORTING PRACTICES

1. Is the filing system orderly, comprehensive, and up-to-date? ☐ Yes ☐ No
2. Are the records safe and secured for confidentiality? ☐ Yes ☐ No
   a. Are passwords/keys promptly cancelled for terminated employees? ☐ Yes ☐ No
   b. Are there appropriate procedures for back-up and storage of program and data files? ☐ Yes ☐ No
3. Are the records accessible for review by the City or HUD? ☐ Yes ☐ No
4. Does the subrecipient maintain records for (5) years after the termination or expiration of the contract? ☐ Yes ☐ No
   a. If so, where do you store any prior-year files, if applicable? ☐ Yes ☐ No

5. Has the subrecipient submitted to the City a current Agency Update form? ☐ Yes ☐ No
6. Has the subrecipient submitted to the City a current Cost Allocation Plan? ☐ Yes ☐ No
7. Is a current fidelity bond/liability insurance policy on file? ☐ Yes ☐ No
   a. Is the City of Denton named as additional insured on the policy? ☐ Yes ☐ No
   b. Is there a provision that policy may not be canceled or lapse without 30-days prior written notice to the City of Denton? ☐ Yes ☐ No
8. Has the subrecipient submitted reports, requests, and etc timely? ☐ Yes ☐ No
9. Does the subrecipient have the appropriate government or oversight-entity standard of being safe, sanitary, or compliant? List entity & certifications. ☐ Yes ☐ No

10. Does the organization generate monthly financial reports reviewed by the Executive Director and the Board of Directors? ☐ Yes ☐ No

Describe Communication method:

Monitoring Review Form

BOARD POLICIES & PRACTICES

1. Has the subrecipient submitted to the City a list of its most current board of directors with their appropriate titles? ☐ Yes ☐ No
2. When the Board of Directors makes decisions, a quorum is present & minutes are maintained? ☐ Yes ☐ No
3. What actions are taken to ensure the board is professionally and culturally diverse? ☐ Yes ☐ No

4. Does the board and staff work together to develop and adopt a strategic plan for the organization? ☐ Yes ☐ No

   Describe Process/Frequency:

ANTI-DISCRIMINATION COMPLIANCE

1. How does your organization ensure equal opportunity and non-discrimination in soliciting for and hiring staff?

2. Is the Equal Employment Opportunity (EEO) placard or poster in an area accessible to employees and applicants for employment? ☐ Yes ☐ No
3. Is the office location accessible by ramp and have an accessible restroom? ☐ Yes ☐ No
4. Are there any religious services, proselytizing, instructions, or any other religious preference, influence, or discrimination in connection with providing the services stated in the Program Scope. ☐ Yes ☐ No
5. Are there provisions in the personnel policies to prohibit the following:

   a. conflict of interest? ☐ Yes ☐ No p: _____
   b. sectarian activities? ☐ Yes ☐ No p: _____
   c. nepotism? ☐ Yes ☐ No p: _____
   d. political activity and lobbying? ☐ Yes ☐ No p: _____

Monitoring Review Form

FINANCIAL MANAGEMENT CONDENSED

I. Audit

1. Is the subrecipient subject to OMB Circular A-133, which requires a single audit if the subrecipient has expended federal funds in excess of $500,000? ☐ Yes ☐ No

2. Has the subrecipient made arrangements to have an audit conducted? ☐ Yes ☐ No

3. Did subrecipient use competitive bid process in the last four years to procure audit services? ☐ Yes ☐ No

   a. Name of audit firm: _____

4. Has the subrecipient submitted the most recent audit report? ☐ Yes ☐ No

5. Are there any unresolved audit issues? If yes, list status below? ☐ Yes ☐ No

_____

_____

II. Agency Controls

1. What is the subrecipient's fiscal year? _____ *to* _____

2. What system(s) does the agency use to perform its accounting function?

   ❒ Cash ❒ Accrual Accounting Software: _____

3. Is the system ❒ manual, ❒ automated, or a ❒ combination?

4. Has the organization been able to operate within its approved budget during the last two fiscal years? ☐ Yes ☐ No

5. Is an appropriate cash reserve/contingency fund available? ☐ Yes ☐ No

   a. What $/% is available in cash reserve/contingency funds? _____

6. Does subrecipient pay TWC taxes (state unemployment), State Workers' Comp., insurance companies, payroll taxes when they are due? ☐ Yes ☐ No

   a. Can payroll tax payments be verified? ☐ Yes ☐ No

   b. Can Worker's Comp. payments be verified? ☐ Yes ☐ No

FINANCIAL MANAGEMENT CONDENSED

III. Program Controls

1. If the subrecipient is requesting to pay salaries, do the salaries match with the percentages and positions they request monthly? ☐ Yes ☐ No

2. Does employees work on both CDBG and Non-CDBG related activities? ☐ Yes ☐ No

3. Are timesheets signed by appropriate supervisor or designated authority? ☐ Yes ☐ No

   b. Does the subrecipient use hourly distribution time sheets for employees paid from multiple funding sources? ☐ Yes ☐ No

   c. Do the time sheets reflect:
   ☐ actual time worked or ☐ budgeted percentages?

4. Review the months selected for expenditures, cash disbursement journals, and support documentation.

   Months Reviewed: _____

   a. Are the expenditures allowable? ☐ Yes ☐ No

   b. Are there procedures to ensure items of cost are equitably charged? (ie. Cost Allocation Plan) ☐ Yes ☐ No

   c. Is the support documentation adequate? ☐ Yes ☐ No

5. Review Client Files (Attached Completed Client File Review Form(s)

CLIENT FILE REVIEW FORM Sample

Agency: _____ Reviewed By: _____

Period Reviewed: _____ Date: _____

Client Name/Number:				
Income Documentation Type:		**Eligible**		**Dates of Assistance:**
☐ Self Certification Form	Notes/Comments:	Yes	No	
☐ Pay Stub		**COD Resident**		**Zip:**
☐ Bank Statement(s)		Yes	No	
☐ Other:		**Income Eligible**		**Amount:**
		Yes	No	$

Monitoring Review Form

FINANCIAL MANAGEMENT EXPANDED

1. Have all financial corrective action requirements from the previous monitoring report been corrected? ☐ Yes ☐ No

2. Who signs checks? Do names on the bank signature cards match the signature on checks? ☐ Yes ☐ No

   a. How many signatures are required? _____

3. Is there separation of duties to ensure effective control over preparation, authorization/certification, and distribution of checks? ☐ Yes ☐ No

   a. Review the procedure of check processing within the agency's financial procedures. ☐ Yes ☐ No

   b. Are bank statements and canceled checks received and reconciled by a person independent of the authorization and check signing function? ☐ Yes ☐ No

4. Are bank statements reconciled monthly to the General Ledger? ☐ Yes ☐ No

   a. Does the organization reconcile all cash accounts monthly? ☐ Yes ☐ No

5. Does the subrecipient have a current list of assets and values? ☐ Yes ☐ No

6. Does the organization currently have any checks, outstanding debts, or bills more than 90 days delinquent? ☐ Yes ☐ No

7. Does the subrecipient have any interest or other income generated by City of Denton funds? If yes, document explanation given by Fiscal Officer and ask for proof of documentation ☐ Yes ☐ No

   a. Does interest or income generated by City funds go back into the program? ☐ Yes ☐ No

☐ **PROCUREMENT**

1. Has subrecipient established efficient and effective procurement procedures in accordance with applicable laws and regulations? ☐ Yes ☐ No

   a. Do the procurement methods assure maximum open & free competition? ☐ Yes ☐ No

   b. Do the procurement procedures provide for review of proposed purchase by the appropriate officials to avoid the purchase of unnecessary or duplicate items? ☐ Yes ☐ No

   c. Did subrecipient establish written selection criteria?

EXHIBIT 4
2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT SERVICE AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS AND [SUBRECIPIENT]

This 2026-2027 Grant Service Agreement ("Agreement") is made and 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 [Subrecipient Name], a Texas nonprofit corporation with its principal place of business at [Address], hereinafter referred to as "SUBRECIPIENT."

WHEREAS, CITY has received certain funds from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (the "ACT"); CDBG Program, CFDA Number 14-218; and

WHEREAS, CITY's Community Services Advisory Committee ("CSAC") has reviewed the SUBRECIPIENT's proposal for services and has determined that SUBRECIPIENT performs an important service for the residents of the City of Denton without regard to race, religion, color, age, or national origin, and the CSAC recommends SUBRECIPIENT's proposal for services; and

WHEREAS, CITY has determined that the SUBRECIPIENT's proposal for services can provide needed services to the residents of the City of Denton in accordance with the 2023-2027 City of Denton Consolidated Plan and will benefit low- and moderate-income persons in the City of Denton, and desires to enter into an agreement for such services; and

WHEREAS, CITY has adopted a budget and included therein an authorized budget for the expenditure of funds in accordance with its 2023-2027 City of Denton Consolidated Plan and 2026 Action Plan;

WHEREAS, CITY has designated the Community Development Division as the division responsible for the administration of this Agreement and all matters pertaining thereto; and

WHEREAS, CITY's City Council has approved the expenditure of up to $XX,XXX.XX in CDBG funds consistent with the terms of this Agreement;

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

1. TERM

This Agreement shall commence on or as of October 1, 2026, and shall terminate on September 30, 2027, unless sooner terminated in accordance with Section 25 "Termination." The City shall have the right, but not the obligation, to extend the term of this agreement for one (1) additional one-year period.

2. REPRESENTATIONS AND ACKNOWLEDGEMENTS

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

B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT do hereby warrant and guarantee that he, she, or 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 is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section.

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

E. The CITY's Director of Community Services will be CITY's representative responsible for the administration of this Agreement.

F. Both parties agree and acknowledge that the amount of funds provided hereunder is necessary and sufficient payment for full and satisfactory performance of the program in accordance with all terms, provisions, and requirements of this Agreement.

G. The parties expressly understand and agree that CITY's payment obligations under this Agreement are contingent upon CITY's receipt and appropriation of adequate CDBG 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.

H. Funding not expended within the term of this Agreement will revert to the City of Denton's CDBG budget for use on alternative services or projects.

4. SUBRECIPIENT OBLIGATIONS

A. **Performance of Scope of Services.**

(1) SUBRECIPIENT shall perform 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

(2) Subrecipient shall be eligible for reimbursement only for expenditures made in accordance with the Budget, set forth in Exhibit B, to complete those services described in the Scope of Services in Exhibit A. SUBRECIPIENT shall not utilize these funds for any other purpose. No modifications or alterations may be made to the Scope of Services or Budget without the prior written approval of the CITY's Director of Community Services.

(3) 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 Community Development Block Grant ("CDBG") program's National Objective of benefit to low and moderate-income persons. SUBRECIPIENT shall provide services to persons whose income is equal to or lower than 80% of the median income of the Dallas standard metropolitan statistical area. To accomplish this, the SUBRECIPIENT shall use the current applicable income limits

published by HUD for lower income housing assistance under Section 8 of the United States Housing Act of 1937. Income eligibility shall be determined by the sum of the gross income of all individuals residing in the household. Services must be provided directly to or on behalf of specific identified eligible clients.

B. <u>Administrative Requirements</u>

(1) Income eligibility documentation must be included in each client's file and updated annually, or services must be provided to a clientele that is within a "presumed benefit" category as specified in 24 CFR 570.208.

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

(3) SUBRECIPIENT's executive officer will be available to meet with CITY officials when requested.

(4) SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.\

(5) SUBRECIPIENT will establish, operate, and maintain an account system for funds received pursuant to this Agreement that will allow 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.

C. **<u>Compliance with Federal, State, and Local Laws.</u>**

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

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

(3) SUBRECIPIENT shall give the CITY, HUD, the Comptroller General of the United States, the Auditor of the State of Texas, and any of their 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 records. SUBRECIPIENT shall maintain such records in an accessible location for at least five (5) years after the end of the term.

(4) SUBRECIPIENT agrees to abide by the conditions of this Agreement and all other applicable Federal, state, and local laws and regulations such as the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours Safety Standards Act, the Copeland "Anti-Kickback Act" (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) pertaining to the performance of this Agreement.

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

(6) SUBRECIPIENT shall not use funding under this Agreement to influence the outcome of elections or the passage or defeat of any legislative measures.

(7) SUBRECIPIENT understands that funds provided to it pursuant to this Agreement are funds which have been made available to CITY by the Federal Government (U.S. Department of

Housing and Urban Development) under the ACT, in accordance with an approved Grant Application and specific assurances. Accordingly, SUBRECIPIENT assures and certifies that it will comply with the requirements of the ACT and with regulations promulgated thereunder, and codified at 24 CFR Part 570. The foregoing is in no way meant to constitute a complete compilation of all duties imposed upon SUBRECIPIENT by law or administrative ruling, or to narrow the standards which SUBRECIPIENT must follow.

(8) SUBRECIPIENT further agrees and certifies that if the regulations and issuances promulgated pursuant to the ACT are amended or revised, it shall comply with them, or notify CITY, as provided in Section 23 of this Agreement.

(9) SUBRECIPIENT is required to comply with the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as described in 24 CFR §570.502 and 24 CFR Part 570 subpart K with the exceptions noted below:

1. SUBRECIPIENT does not assume CITY'S environmental responsibilities described at 24 CFR §570.604.
2. SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

(10) SUBRECIPIENT agrees to comply with 24 CFR Part 135 – Section 3 Regulations, and all applicable rules and orders issued thereunder prior to the execution of this Agreement. The SUBRECIPIENT certifies that no contractual or other disability exists which would prevent compliance with these requirements.

(11) The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(12) SUBRECIPIENT has submitted herewith 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"). The Parties understand and agree that, with the exception of information identifying the CITY and the contract identification number, if any, the CITY is not responsible for the information contained in the Form 1295; the information contained in the Form 1295 has been provided solely by the SUBRECIPIENT; and the City has not verified such information.

(13) SUBRECIPIENT acknowledges that in accordance with Chapter 2273 of the Texas Government Code, City is prohibited from entering into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. The terms "taxpayer resource transaction," "abortion provider," and "affiliate of an abortion provider" shall have those definitions provided in Texas Government Code § 2273.001. By signing this Agreement, SUBRECIPIENT certifies that is not an abortion provider or an affiliate of an abortion provider, and that it will not use the proceeds of this Agreement for the purpose of assisting a woman with procuring an abortion or the services of an

abortion provider. Failure to meet or maintain the requirements under this provision will be considered a material breach.

(14) SUBRECIPIENT shall be prohibited from using 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.

(15) SUBRECIPIENT agrees to comply with all applicable Federal anti-discrimination laws that are material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 32, United States Code.

D. Additional Obligations.

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

(2) 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.

(3) SUBRECIPIENT's executive officer shall 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.

4. CITY OBLIGATIONS

E. **Limit of Liability.** In consideration of full and satisfactory performance of the services and activities hereunder by SUBRECIPIENT, CITY will reimburse SUBRECIPIENT for expenses incurred pursuant to and in accordance with the Project Budget attached hereto as Exhibit B necessary for the performance of the Scope of Services herein attached as Exhibit A and incorporated herein by reference. 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 Amount in text Dollars - $XX,XXX.XX.

B. Payments by City. Within twenty-one days after receipt from SUBRECIPIENT of a requisition for payment with appropriate documentation of expenditures, CITY shall make payments to SUBRECIPIENT based on the Budget in Exhibit B, subject to the limitations and provisions set forth in this Section and Section 5 of this Agreement. 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.

(1) 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.

(2) 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.

5. PAYMENT CONDITIONS

A. CITY shall not be liable for, nor shall it reimburse SUBRECIPIENT for, any cost or portion thereof which:

(a) has been paid or 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) has not been included in a request for reimbursement to CITY within 90 calendar days following billing to SUBRECIPIENT, or termination of the Agreement, whichever date is earlier; or
(e) is not an allowable cost as defined by this Agreement or in the Budget set forth in Exhibit B.

B. If, in CITY's sole judgment, SUBRECIPIENT's reimbursement request for any period does not provide sufficient documentation of allowable expenditures or if CITY requests inspection or verification of claimed expenditures after receipt of a reimbursement request, CITY may withhold reimbursement for those expenditures for an amount of time deemed reasonable by CITY pending such inspection, verification, or receipt of documentation.

C. Costs must comply with eligible CDBG Program Activities pursuant to guidance published by HUD and CDBG regulations located at 24 CFR Part 570.

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:
   1) Encumbrances or expenditures during any one-month period shall be calculated based on the Cost Allocation Plan. The methodology, such as total budget for the program, shall be consistently applied to all shared expenses.
   2) 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.
   3) Any alterations or relocation of the facilities on and in which the activities specified in Exhibit A are conducted.
   4) Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B.
   5) Costs or fees for temporary employees or services.
   6) Any fees or payments for consultant services; and
   7) Fees for attending out of town meetings, seminars, or conferences.

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

G. Overtime, bonuses, fringe benefits, and other miscellaneous non-salary personnel costs are not eligible for reimbursement under this Agreement.

6. EVENTS REQUIRING REVERSION OF FUNDS

A. **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.

B. **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, the U.S. Department of Housing and Urban Development, 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.

C. **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.

D. **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 Exhibit A, CITY hereby reserves the right to reappropriate 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.

E. **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.

7. PROGRAM INCOME

A. For purposes of this Agreement, Program Income means earnings of SUBRECIPIENT realized from activities resulting from this Agreement or from SUBRECIPIENT's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental or lease fees, income produced from contract-supported services of individuals or employees, or from the use or sale of equipment or facilities of SUBRECIPIENT provided as a result of this Agreement, and payments from clients or third parties for services rendered by SUBRECIPIENT under this Agreement.

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 CFR, Section 570.504.

C. SUBRECIPIENT shall include this Section in its entirety in all of its subcontracts 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.

8. 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 beneficiary and financial reports to CITY no less than once every three months. The beneficiary report shall detail client information, including race, ethnicity, income, head of household, disabled and elderly households and other statistics required by CITY using the CITY's Self-Certification form. The financial report shall include information and data relative to all programmatic and financial reporting as of the beginning date specified in Section 1 of this Agreement. SUBRECIPIENT shall submit its annual budget and schedule of board meetings, along with the resolutions or minutes adopting the same, to CITY no later than October 1, 2026 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 receives and/or expends more than $1,000,000 in federal funding, the audit must be conducted in accordance with OMB audit requirements in 2 CFR Part 200, as applicable, within thirty days after receipt of the auditor's report(s) or within nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide.

9. 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 provisions of this Agreement which are attached hereto.
B. SUBRECIPIENT agrees to cooperate fully with CITY and to 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. 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 services, provided under this Agreement.
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 response within 60 days.

F. 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 SUBRECIPIENT.

G. SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

H. SUBRECIPIENT will refer to Exhibit D for the monitoring checklist.

10. 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, and attached hereto, 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, and the regulations at 24 CFR Part 570 as applicable including, Title 24 CFR Sections 570.502 (b), 570.504, and 570.506 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, HUD, or any of their authorized representatives, all of its records and shall permit CITY, HUD, 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.

11. 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.

12. WARRANTIES

SUBRECIPIENT represents and warrants that:

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

B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate, and fairly reflect the financial condition of 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 are 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.

H. SUBRECIPIENT agrees to execute a lien that will be placed on the property improved with CDBG funds. The lien will name CITY as the primary beneficiary for a period not to exceed ten years.

13. 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 Community Development Manager or her 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.

   (6) Enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such an agreement or subcontract.

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

14. INSURANCE

A. SUBRECIPIENT shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.
B. The premises on and in which the activities described in Exhibit A are conducted, and the employees conducting these activities, shall be covered by premise liability insurance, commonly referred to as "Owner/Tenant" coverage, with CITY named as an additional insured. Upon request of SUBRECIPIENT, CITY may, at its sole discretion, approve alternate insurance coverage arrangements. On or before October 1, 2026, SUBRECIPIENT shall provide a certificate of insurance naming the City as additional insured consistent with the requirements of this Section.
C. SUBRECIPIENT will comply with applicable workers' compensation statutes 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 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.

15. 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 comply with all applicable equal employment opportunity and affirmative action laws or regulations. The 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), Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.
C. SUBRECIPIENT shall comply with all applicable fair housing, civil rights, and anti-discrimination laws in its selection of beneficiaries and its implementation of the program including, but not limited

to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination Act of 1973; and Title II and Title III of the Americans with Disabilities Act of 1990.

D. 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.
E. 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.
F. SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of these definitions, "minority group members" are Afro-Americans; Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

16. 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; and
B. Be in writing; and
C. Be approved by the governing body of SUBRECIPIENT.

17. 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.

18. 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.

19. POLITICAL OR SECTARIAN ACTIVITY

A. Neither the funds advanced pursuant to this Agreement, nor any personnel which 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 under the term of this Agreement:

   (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.

20. PUBLICITY

A. Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement. In any news release, sign, brochure, or other advertising medium, disseminating information prepared or distributed by or for SUBRECIPIENT, the advertising medium shall state that the U.S. Department of Housing and Urban Development's Community Development Block Grant Program funding through the City of Denton has contributes 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 Community Development Block 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.

21. 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. SUBRECIPIENT will submit revised budget and program information whenever the level of funding for SUBRECIPIENT or the program(s) described herein is altered according to the total levels contained in any portion of Exhibit B.
D. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.
E. CITY may, from time to time during the term of the Agreement, request changes 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. Any alterations, deletions, or additions to the program budget incorporated in Exhibit B shall require the prior written approval of CITY.
G. 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.
H. SUBRECIPIENT shall notify CITY of any changes in personnel or governing board composition.

22. 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.

23. TERMINATION

A. CITY may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this paragraph:
   (1) SUBRECIPIENT's failure to attain compliance during any prescribed period of suspension as provided in Section 24.
   (2) SUBRECIPIENT's failure to 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;
      (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 4, and Section 2, of this Agreement.
   (8) The commission of an act of bankruptcy.
   (9) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of the Agreement.

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

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. 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.

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

F. 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 creditors for any expenses, encumbrances, or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this paragraph.

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 SUBRECIPIENT until such time as the exact amount of damages due to CITY from SUBRECIPIENT is agreed upon or otherwise determined.

24. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit, or other action is made or brought by any person(s), firm, corporation, or other entity against 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; the names and addresses of the person(s), firm, corporation, or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail in accordance with the provisions of Section 29.I.

25. 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 SUCH, SUBRECIPIENT SHALL SAVE AND HOLD CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ALL LIABILITY OF ANY NATURE OR KIND, INCLUDING COSTS AND EXPENSES FOR, OR ON ACCOUNT OF, ANY CLAIMS, AUDIT EXCEPTIONS, DEMANDS, SUITS, OR DAMAGES OF ANY CHARACTER WHATSOEVER RESULTING IN WHOLE OR IN PART FROM THE PERFORMANCE OR OMISSION OF ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF SUBRECIPIENT.

B. SUBRECIPIENT AGREES TO PROVIDE THE DEFENSE FOR, AND TO INDEMNIFY AND HOLD HARMLESS CITY ITS AGENTS, EMPLOYEES, OR CONTRACTORS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, DAMAGES, LOSSES, ATTORNEY FEES, EXPENSES, AND LIABILITY ARISING OUT OF THE USE OF THESE CONTRACTED FUNDS AND PROGRAM ADMINISTRATION AND IMPLEMENTATION EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL ACT OR OMISSION OF CITY, ITS AGENTS, EMPLOYEES, OR CONTRACTORS.

26. 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, while also noting 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 SUBRECIPIENTS' programs.

B. Faith based organizations that carry out programs or activities with direct Federal financial assistance from HUD are required to 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 circumstance that make it impracticable to provide the written notice in advance, prospective beneficiaries may receive the notice at the earliest available 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.

27. ENVIRONMENTAL CONDITIONS

A. SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
    (1) Clean Air Act, 42 U.S.C., 7401, et seq.;
    (2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
    (3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal

Emergency Management SUBRECIPIENT (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B. RECIPIENT shall comply with all notice, abatement, testing, risk assessment, and treatment requirements in the regulations.

D. SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

28. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residences.

29. IMMIGRATION REQUIREMENTS; PROHIBITION ON TRAFFICKING IN PERSONS

A. SUBRECIPIENT shall administer the program in accordance 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. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14214, or other Executive Orders or immigration laws..

B. SUBRECIPIENT shall not engage in any of the activities prohibited by 2 C.F.R. Part 175.

C. SUBRECIPEINT shall not use funds that by design or effect facilitate the subsidization or promotion of illegal immigration or shield illegal aliens from deportation, including by maintaining policies and practices that materially impede enforcement of federal immigration statutes and regulations.

30. 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 request.

D. Debarment: SUBRECIPIENT certifies that it is not listed on the System for Award Management (SAM), which list the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

E. In no event shall any payment to 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 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 U.S. Department of Housing and Urban Development (HUD) for matters of compliance, will have the final authority to render or to secure an interpretation.

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

   (1) Report homeless data to the Homeless Management Information System (HMIS). Homeless Management Information System (HMIS): HMIS is a countywide data management tool designed to facilitate data collection in order to improve human service delivery throughout Denton County. Participation in the Homeless Management Information System (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 Denton 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.

   (2) 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 Agency is encouraged to work in partnership with fellow service providers to improve efficiency and effectiveness.

I. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if sent postage paid to the parties and address set forth below:

TO CITY:
Director of Community Services
City of Denton
601 E. Hickory Street, Suite 115
Denton, Texas 76205

w/ a copy to:
City Attorney
City of Denton
215 E. McKinney
Denton, TX 76201

TO SUBRECIPIENT:
[SUBRECIPIENT]
Attn: Executive Director/CEO/Commander
[Address]
[City, State Zip Code]

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

IN WITNESS OF WHICH this Agreement has been executed on this the _____ day of _____, 2026.

CITY OF DENTON

BY: _____
JESSE KENT,
DIRECTOR OF COMMUNITY SERVICES

ATTEST:

BY: _____
NAME
TITLE

[SUBRECIPIENT]

BY: _____
NAME,
TITLE

ATTEST:

BY: _____
NAME
TITLE

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

_____
Signature

Director of Community Services
Title

Community Services Department
Department

Date Signed: _____

EXHIBIT A
SCOPE OF SERVICES

Description of Project

{Project description to include name of SUBRECIPIENT, address, funding source, purpose of project, use of funds, proposed accomplishments, services to be provided as a result of project}.

Estimated Project Timeline

	Project Approval: Contract is executed with SUBRECIPIENT and approved by City Council
	Pre-Construction: Subrecipient completes architecture, engineering, design, permitting, and all pre-construction activities and approvals.
	Funding Benchmark: SUBRECIPIENT has identified or raised funding for total project cost
	Procurement: Subrecipient completes procurement process
	Construction: Subrecipient manages repairs.
	Reimbursement: Request reimbursement for project costs.
	Reporting: Subrecipient submits client data to the City to complete project
	Monitoring: Subrecipients begins reporting
	Monitoring: Subrecipient ends reporting

Work Statement

In order to complete the agreed upon activity, SUBRECIPIENT shall provide the following services from the improved facility:

{Work Statement including name of SUBRECIPIENT, type of non-profit SUBRECIPIENT, mission, type of services provided by SUBRECIPIENT, address, days and times of operation}

EXHIBIT B
BUDGET

{Award text and Amount}in Community Development Block Grant funds for {purpose} for low and moderate-income households (families with young children). The amount stated above is an estimate. Funding may be reallocated as needed to complete improvements listed above. As stated in the agreement, any remaining fund balance will be returned to the City of Denton.

Prior to the start of construction, SUBRECIPIENT shall provide the Community Development Division with a project budget, documentation of any additional funding sources and commitments (if other funding sources are included in the project), and a project planning/construction schedule.

Allowable Expenditure	
[Line items for allowable expenditures]	$xx,xxx.xx
Total	$xx,xxx.xx

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 SUBRECIPIENT, 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 SUBRECIPIENT, 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.

[ORGANIZATION]

Subrecipient

Signature Title

Date:

EXHIBIT D
Monitoring Checklist

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services, Real Estate**

ICM/DCM/ACM: **Kenneth Hedges**

DATE: **July 21, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton providing for the abandonment, relinquishment, and quitclaim of a portion of various permanent water lines, generally located along IH35E from FM1173 to Loop 288, and along US 77, situated in the Nathan Wade Survey Abstract No. 1407, BBB & C RR Co. Survey Abstract No. 141, all in the City and County of Denton, Texas, and more particularly described in the attached Exhibit "A" (collectively, the "Property Interests") to be recorded by Denton County Clerk, Real Property Records, Denton County, Texas granted to the State of Texas Department of Transportation ("TxDOT") by the City of Denton; providing for the quitclaim thereof to TxDOT, providing for the terms and conditions of the abandonment, relinquishment, and quitclaim made herein; providing for the conveyance of easements to the TxDOT; providing for the indemnification of the City of Denton against damages arising out of the abandonment herein; providing for consideration to be paid to the City of Denton; providing for severability and an effective date. (Project Number 630519525 Northwest Water Transmission Line Improvement Project)

BACKGROUND

The TxDOT right-of-way expansion and improvement project, generally located along IH-35E from FM1173 to Loop 288, and along US 77, requires the relocation of existing City water, wastewater and electric infrastructure from its current location along the IH-35N frontage road into new easements. Construction of the Northwest Water Transmission Line Improvement Project completed in the 4th Quarter of 2024. The costs to acquire new easements and to relocate the facilities are eligible for State reimbursement authorized by the reimbursement agreement(s) approved by the City Council on February 15, 2022.

On February 2, 2022, the City Council approved Ordinance No. 22-181 authorizing the City Manager and City Attorney, or their respective designees, to acquire property interests by agreement if possible, including making all offers required by law, and authorizing the use of the power of eminent domain to condemn the property interest if agreement cannot be reached. All easements in this phase of the project have been acquired.

Current Consideration: Prior to issuing the reimbursements for the relocated and no longer needed easements as authorized by the Agreement, TxDOT requires the City quitclaim, abandon, and release its interests in the newly acquired TxDOT right-of-way along IH-35E. Kimley-Horn and Associates, Inc. has identified two (2) easement interests to be abandoned and quit claimed. Approval of this item will authorize the quitclaim to TxDOT, thereby fulfilling the State's reimbursement requirement and allowing the City to receive the reimbursement.

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

OPTIONS

1. Approve proposed ordinance.
2. Decline to approve proposed ordinance.

RECOMMENDATION

Staff recommends adoption of the Ordinance.

ESTIMATED SCHEDULE OF PROJECT

Construction of the Northwest Water Transmission Main Booster Station Project is complete.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

May 21, 2018, Public Utilities Board No. PUB18-082
June 5, 2018, City Council approved Ordinance No. 18-331
January 14, 2020, City Council approved Ordinance No. 19-2973
February 15, 2022, City Council approved Ordinance No. 22-181

FISCAL INFORMATION

N/A

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Quitclaim Deed
Exhibit 3 - Location Map
Exhibit 4 - Ordinance

Respectfully submitted:
Captoria Brown
Senior Real Estate Specialist

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 12/19)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO THE STATE OF TEXAS.

QUITCLAIM DEED

THE STATE OF TEXAS **ROW CSJ: CSJ:0195-03-087**

§

COUNTY OF Denton **KNOW ALL MEN BY THESE PRESENTS:**

That, the City of Denton of the County of Denton, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Denton, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of _____, 20___.

_____ _____

_____ _____

_____ _____

Grantee's Address: _____

_____

Acknowledgement

State of Texas
County of Denton

This instrument was acknowledged before me on _____

by_____.

The acknowledging person(s) personally appeared by:

□ physically appearing before me.
□ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Denton

This instrument was acknowledged before me on _____by

_____, _____

of _____, a _____

corporation, on behalf of said corporation. The acknowledging person(s) personally appeared by:

□ physically appearing before me.
□ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature

EXHIBIT A

Parcel#	Property Owner	SOS Officer
2-WL	CATDENTON 35 FIVE, INC	Shula Netzer
9-WL	DENTON ICC 35, LLC	Bradley D. Copeland

City of Denton
Project Location Map
Northwest Water Transmission Line Project

EXHIBIT
tabbies
B

0 150 300 600

SCALE: 1" = 300'

LEGEND

- Abandoned waterline easement

FM HIGHWAY 1173

INTERSTATE HIGHWAY 35

US LOOP 288

REMAINDER OF WATER LINE EASEMENT DOC. NO. 1997-68487

REMAINDER OF WATER LINE EASEMENT DOC. NO. 2004-86692

NEW WATER LINE EASEMENT DOC. NO. 2022-110976

NEW WATER LINE EASEMENT DOC. NO. 2024-26713

EXISTING RIGHT-OF-WAY LINE

FORMER RIGHT-OF-WAY LINE

Parcel No. 2
1-WL

CATDENTON 35 FIVE, INC.
TRACT 4 CALLED 78.466 ACRES
DOC. NO. 2013-145670
O.R.D.C.T.

Parcel No. 9
1-WL

LOT 1, BLOCK A
DENTON ICC 35 ADDITION
DOC. NO. 2022-283
P.R.D.C.T.

PARTIAL WATER LINE EASEMENT ABANDONMENT
0.729 ACRES
31,749 SQ. FEET

PARTIAL WATER LINE EASEMENT ABANDONMENT
0.346 ACRES
15,073 SQ. FEET

tnp
teague nall and perkins
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 / www.tnpinc.com
TBPELS FIRM 10011601

T:\Projects\DEN26243\Sur-C3D\cad\survey\Exhibits\DEN26243 Exhibit.dwg

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON PROVIDING FOR THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM OF A PORTION OF VARIOUS PERMANENT WATER LINES, GENERALLY LOCATED ALONG IH35E FROM FM1173 TO LOOP 288, AND ALONG US 77, SITUATED IN THE NATHAN WADE SURVEY ABSTRACT NO. 1407, BBB & C RR CO. SURVEY ABSTRACT NO. 141, ALL IN THE CITY AND COUNTY OF DENTON, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" (COLLECTIVELY, THE "PROPERTY INTERESTS") TO BE RECORDED BY DENTON COUNTY CLERK, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS GRANTED TO THE STATE OF TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT") BY THE CITY OF DENTON; PROVIDING FOR THE QUITCLAIM THEREOF TO TXDOT, PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT, RELINQUISHMENT, AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE CONVEYANCE OF EASEMENTS TO THE TXDOT; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF DENTON AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR CONSIDERATION TO BE PAID TO THE CITY OF DENTON; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (PROJECT NUMBER 630519525 NORTHWEST WATER TRANSMISSION LINE IMPROVEMENT PROJECT)

WHEREAS, the City of Denton ("City" or "Grantor") is the holder of various easement property interests described in the attached Exhibit "A" granted to the City of Denton, Texas that were recorded by Denton County Clerk, Real Property Records of Denton County, Texas (the "Subject Easements"); and

WHEREAS, the Subject Easements were previously approved by Ordinance 2022-181 authorizing the use of Eminent Domain to condemn property interests if agreements could not be reached; authorizing the City Attorney, or their designee, to file eminent domain proceedings if necessary, and the reimbursement of the costs of acquiring the Subject Easements was authorized by the reimbursement agreement(s) approved by the City Council on February 15, 2022, granted by City of Denton, Texas; and

WHEREAS, TxDOT ("Grantee") has requested the City to abandon, relinquish, and quitclaim various easement property interests owned by the City ("Abandonment Tracts"), as the Abandonment Tracts encumber an area of TxDOT's property and the area of the Abandonment Tracts is generally described in Exhibit "B"; and

WHEREAS, various infrastructure has been relocated by City Staff eliminating the need for the Abandonment Tracts; and

WHEREAS, City Staff reviewed the request from TxDOT to determine that the Abandonment Tracts are no longer necessary for any current or future public utility project which will allow for the area to be developed with permitted improvements, and City Staff recommends the Abandonment Tracts be released, abandoned, and quitclaimed in its entirety as specified herein; and

WHEREAS, the City Engineer and Capital Projects staff have confirmed that the property has been developed in such a manner that the Abandonment Tracts are no longer necessary to address previous public utility concerns on the property or for any current or future public utility projects; and

WHEREAS, Staff recommends releasing the Abandonment Tracts for reimbursement cost to the Grantor as set forth in the reimbursement agreement(s) between Grantor and Grantee; and

WHEREAS, the City Council of the City of Denton, acting pursuant to law and upon the request and petition pf Grantee deems it advisable to abandon and quitclaim the Abandonment Tracts to Grantee, and is of the opinion that, subject to the terms and conditions herein provided, said is/are not need for municipal or public use, and same should be abandoned and quitclaimed to Grantee, as hereinafter stated; and NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitations and findings set forth above are incorporated herein by reference.

SECTION 2. That the City of Denton shall abandon the Abandonment Tracts upon completion of relocation and removal of the existing utilities to the Subject Easements. Subject to the foregoing, the City relinquishes and quitclaims all of its right, title and interest in and to the Abandonment Tracts described in Exhibit B, attached hereto and made apart hereof; subject to the conditions hereinafter more fully set out.

SECTION 3. That for and in monetary consideration of the sum of approximately **Three Million, Nine Hundred Sixty-Four-Thousand, Seven Hundred Twenty and 00/100 Dollars ($3,964,720,00)** to be paid by TxDOT, and the further consideration described in Sections 4, 7 and 9, the City of Denton does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title in and to the certain tract(s) or parcel(s) of land hereinabove described in Exhibit B. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever may be abandoned, released, and vacated.

SECTION 4. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the terms and conditions contained in this ordinance shall be binding upon the **GRANTEE**, its heirs, successors and assigns.

SECTION 6. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the City Council of the City of Denton may legally

and lawfully abandon, relinquish, and quitclaim.

SECTION 7. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to the Abandonment Tracts shall not become effective until and unless the existing installations and facilities are relocated, and reimbursed at Grantee's expense, to the Subject Easements and acceptable to the City as is hereinafter provided. Failure to relocate to the Subject Easements and reimbursement of cost to the **GRANTOR** in accordance with the terms of this section shall render this ordinance null and void and of no further effect.

SECTION 8. Upon evidence showing satisfaction of the above requirements, the City Manager, or designee, is authorized to execute a **QUITCLAIM DEED** document evidencing the abandonment of the Abandonment Tracts, suitable for recordation in the Real Property Records of Denton County, Texas.

SECTION 9. That, upon receipt of the monetary consideration set forth in Section 3, the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Denton County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee.

SECTION 10. Notwithstanding anything to the contrary contained in this ordinance, the City of Denton retains and reserves any and all easements, rights of way, and any other rights or interests, other than the Abandonment Tracts abandoned, relinquished and quitclaimed in Section 2 above, whether acquired, obtained, owned, or claimed by the City of Denton or public, by, through, or under conveyance, dedication by plat, or other express dedication, implied dedication, prescription, or by any other manner or means, in or to lands in which the Subject Easement may cover, encumber, include, cross, or overlap.

SECTION 11. **TO THE EXTENT PERMITTED BY LAW, THAT AS A CONDITION OF THIS ABANDONMENT AND AS A PART OF THE CONSIDERATION FOR THE QUITCLAIM TO GRANTEE HEREIN, GRANTEE, ITS/THEIR HEIRS/SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON AS TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A BY GRANTEE, ITS/THEIR HEIRS/SUCCESSORS AND ASSIGNS; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A, (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS AGREE TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS; AND (IV) THE ABANDONMENT, CLOSING, VACATION AND QUITCLAIM BY THE CITY OF DENTON OF THE AREA SET OUT IN EXHIBIT A. GRANTEE, ITS HEIRS, SUCCESSORS AND ASSIGNS HEREBY AGREE TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE**

CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT, 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 A LL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.

SECTION 12. The provisions of this ordinance are severable, and the invalidity of any phrase, clause, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 13. This ordinance shall become effective immediately upon its passage and approval.

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

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

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

_____

CHRIS WATTS, MAYOR

ATTEST:

KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

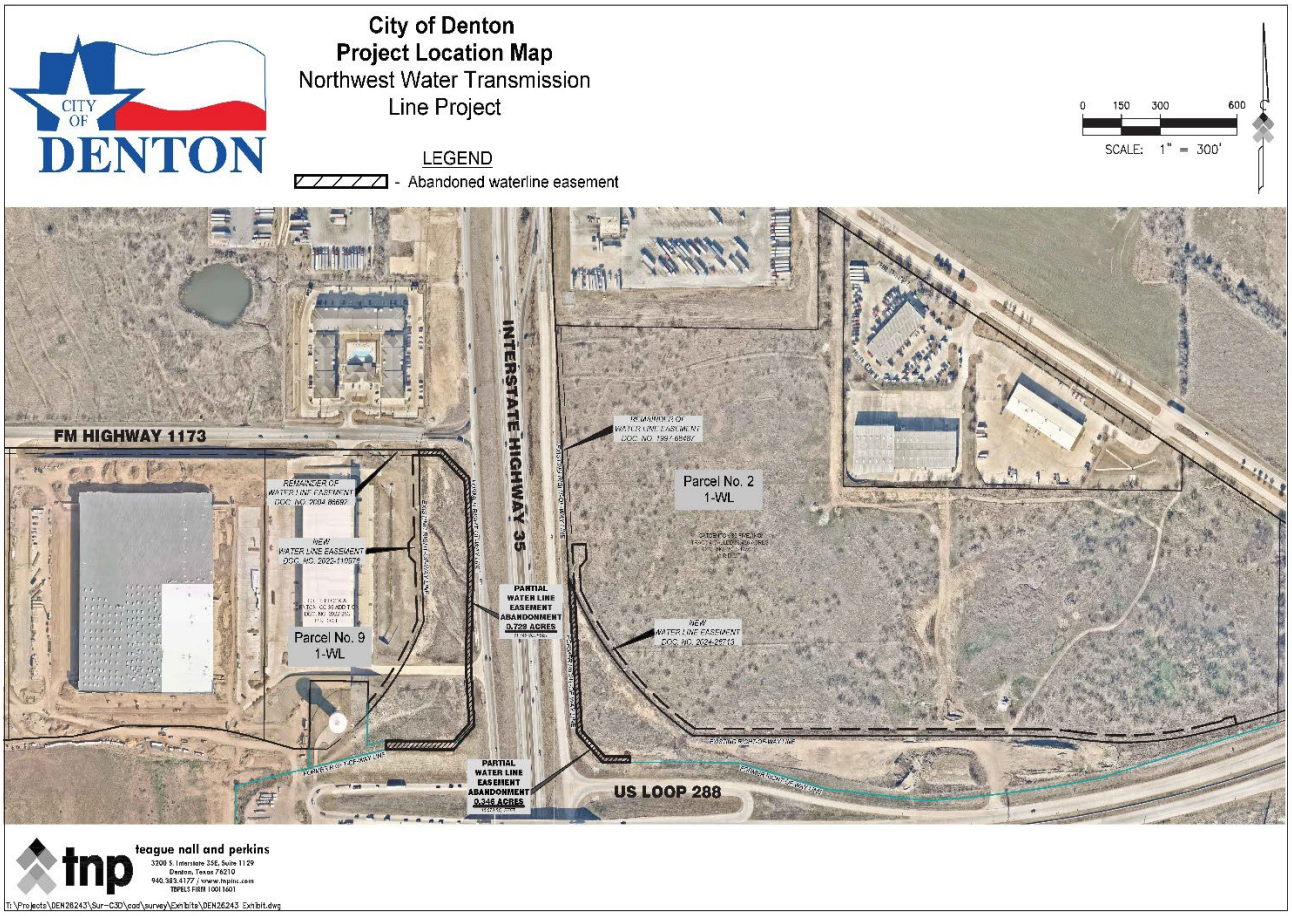
EXHIBIT A
Subject Easements
(Various Permanent Water and Wastewater Easements, Abandonment, Easements list)

EXHIBIT A

Parcel#	Property Owner	SOS Officer
2-WL	CATDENTON 35 FIVE, INC.	Shula Netzer
9-WL	DENTON ICC 35, LLC	Bradley D. Copeland

EXHIBIT B

Abandonment of Tracts Map



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 21, 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 Samsara Inc., amending the contract approved by City Council on June 3, 2025, in the not-to-exceed amount of $434,929.00; said first amendment to provide additional devices for the light duty vehicles for the Solid Waste and Recycling Department; providing for the expenditure of funds therefor; and providing an effective date (File 8679 – providing for an additional first amendment expenditure amount not-to-exceed $73,685.00, with the total contract amount not-to-exceed $508,614.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

The Solid Waste and Recycling Department is requesting this amendment to support the installation of additional monitoring and tracking devices within the light-duty truck fleet. These devices are vital tools for enhancing overall fleet management and operational effectiveness. They improve driver safety monitoring, provide real-time visibility into vehicle and equipment activity, and strengthen accountability across all daily operations. They also ensure that comprehensive, accurate data is consistently captured for fleet-related reporting and analysis.

By expanding this technology to more vehicles, the department will be able to optimize route efficiency, reduce operational risks, and further support timely, data-driven decision-making. Implementing this amendment will help maintain reliable service delivery while advancing the department's long-term safety, performance, and operational improvement goals.

Description	Cost
October 2026-2027	$18,359.42
October 2027-2028	18,359.42
October 2028-2029	18,359.42
November 2029-June 2030	6,119.81
Shipping	246.78
Subtotal	**$61,444.85**
Contingency (New Vehicles)	12,240.15
Total	**$73,685.00**

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 3, 2025, City Council approved a contract with Samsara Inc., in the not-to-exceed amount of $434,929 (Ordinance 25-994).

On July 13, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award Amendment No. 1 with Samsara Inc., for additional devices for the light duty vehicles for the Solid Waste and Recycling Department, in a not-to-exceed amount of $73,685, for a total amended contract amount of $508,614.

PRINCIPAL PLACE OF BUSINESS

Samsara Inc.
San Francisco, CA

ESTIMATED SCHEDULE OF PROJECT

This contract expires June 3, 2030.

FISCAL INFORMATION

These services will be funded from Solid Waste & Recycling Department account 660001.7803. Purchase Order #214222 will be revised to include the first amendment amount of $73,685. The total amended amount of this contract is $508,614.

EXHIBITS

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

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

For information concerning this acquisition, contact: Adrian Hill, 940-349-8061.

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

ORDINANCE NO. 25-994

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SAMSARA INC. THROUGH THE SOURCEWELL COOPERATIVE PURCHASING NETWORK CONTRACT NO. 020221, FOR THE SAMSARA CAMERA SOFTWARE SYSTEM FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8679 – AWARDED TO SAMSARA INC., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $434,929.00).

WHEREAS, pursuant to Ordinance 20-197, Sourcewell has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law on behalf of the City of Denton; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Sourcewell program at less cost than the City would expend if bidding these items individually; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

FILE NUMBER	VENDOR	AMOUNT
8679	Samsara Inc.	$434,929.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to Sourcewell for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with Sourcewell and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a

result of the City's ratification of bids awarded by Sourcewell, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be referenced herein; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to Sourcewell, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Gerard Hudspeth and seconded by Joe Holland. This ordinance was passed and approved by the following vote [6 - 0 - 1]:

	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 3rd day of June, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

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 SAMSARA INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON JUNE 3, 2025, IN THE NOT-TO-EXCEED AMOUNT OF $434,929.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL DEVICES FOR THE LIGHT DUTY VEHICLES FOR THE SOLID WASTE AND RECYCLING DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8679 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $73,685.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $508,614.00).

WHEREAS, on June 3, 2025, City Council awarded a contract to Samsara Inc. in the amount of $434,929.00, for the Samsara Camera Software System for the Solid Waste and Recycling 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 Samsara Inc., which is on file in the office of the Purchasing Agent, in the amount of Seventy-Three Thousand Six Hundred Eighty-Five and 0/100 ($73,685.00) 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 referenced herein. The total contract amount increases to $508,614.00.

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

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

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

Docusign City Council Transmittal Coversheet

COOP	8679
File Name	SAMSARA CAMERA SOFTWARE SYSTEM-AMENDMENT 1
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND SAMSARA INC.

THIS FIRST AMENDMENT TO CONTRACT 8679 (this "Amendment") by and between the City of Denton, Texas ("City") and SAMSARA INC. ("Contractor") to that certain contract executed on June 3, 2025, in the original not-to-exceed amount of $434,929 (the "Agreement"); for services related to the **Samsara Camera Software System.**

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 $**73,685.00** with this First Amendment for an aggregate not-to-exceed amount of $**508,614.00**; 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 $73,685.00 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 $508,614.00.
2. The additional goods/services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for goods/services related to the Samsara Camera Software System, are hereby authorized to be performed by Contractor. For and in consideration of the additional goods/services to be performed by Contractor, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A".

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

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_____.

"CONTRACTOR"
SAMSARA, INC.

By: Signed by: Adam Eltoukhy Executive Vice President, Chief Administrative Officer
AA12FF7AA4E040F...
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:
_____ CITY SECRETARY

By: _____

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

Signed by: Brenda Haney
03C83E1683D3421...
SIGNATURE

Brenda Haney
PRINTED NAME

Director
TITLE

Solid Waste & Recycling
DEPARTMENT

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

Quote #: Q-2616182
Issued Date: 04-20-2026
Expires 05-20-2026
Order Number: S-2859481

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 10-30-2026

EXHIBIT A

The Connected Operations Cloud

Sourcewell Contract #: 020221-SAM

Prepared For:
City of Denton
215 E. McKinney
Denton,
Texas
76201

Prepared By:
Matthew Rangel
matthew.rangel@samsara.com

Cost Overview

License Term: contract expiration June 3, 2030

Total License Cost	USD $61,198.07
Hardware and Accessories	Included
Shipping and Handling*	USD $246.78
Total Sales Tax*	USD $0.00
Total	$61,444.85

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

samsara

The Connected Operations Cloud

Product Overview

SHIP TO Adrian Hill
1527 S. Mayhill Rd
Denton, Texas, 76208
United States

Hardware & Accessories	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA• QTY: 30	Included	Included
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1• QTY: 30	Included	Included
Dual-facing dash-camera, series 4 HW-CM34• QTY: 30	Included	Included
Total Price:		Included

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

samsara

The Connected Operations Cloud

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 30	$192.00	$5,760.00
License for Dual-Facing Camera LIC-CM2-ENT• QTY: 30	$419.98	$12,599.42
Total Price:		$18,359.42

Samsara Inc.
1 De Haro Street, San Francisco, CA 94017 • samsara.com

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

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.**

SAMSARA 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: Adam Eltoukhy 6A42577A74E040F...

Signature of vendor doing business with the governmental entity

6/24/2026

Date

Docusign Envelope ID: 8AACC931-265F-853A-8055-3825D1977D57

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.

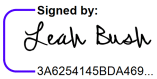
Certificate Of Completion

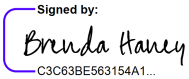
Envelope Id: 8AACC931-265F-853A-8055-3825D1977D57
Status: Sent
Subject: Please DocuSign: City Council Contract 8679 Amendment 1
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Crystal Westbrook
901B Texas Street
Denton, TX 76209
crystal.westbrook@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
5/18/2026 1:11:00 PM
Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 5/18/2026 1:29:13 PM Viewed: 5/18/2026 1:29:38 PM Signed: 5/18/2026 1:31:02 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: 198.49.140.104	Sent: 5/18/2026 1:31:04 PM Viewed: 5/18/2026 1:47:15 PM Signed: 5/18/2026 1:47:35 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: 5/18/2026 1:47:37 PM Viewed: 5/18/2026 3:41:20 PM Signed: 5/18/2026 4:25:58 PM
Adam Eltoukhy legalsignatures@samsara.com Executive Vice President, Chief Administrative Officer Samsara Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/24/2026 1:41:20 PM ID: 0dc4f252-93fe-4b19-95f2-5fa7c1b4837b	Signed by:  6A42F77A74E040F... Signature Adoption: Pre-selected Style Using IP Address: 136.226.78.165	Sent: 6/24/2026 1:40:44 PM Viewed: 6/24/2026 1:41:20 PM Signed: 6/24/2026 1:41:49 PM

Signer Events	Signature	Timestamp
Brenda Haney brenda.haney@cityofdenton.com Director Security Level: Email, Account Authentication (None)	Signed by:  C3C63BE563154A1...	Sent: 6/24/2026 1:41:51 PM Viewed: 6/24/2026 2:41:12 PM Signed: 6/24/2026 2:41:42 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Accepted: 6/24/2026 2:41:12 PM ID: 884cbea8-b705-4706-b61f-e8a8baeaa192		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 6/24/2026 2:41:44 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kristi Fogle kristi.fogle@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/18/2026 6:15:28 PM ID: ff86ee20-2c6c-426b-aecd-99bb09e2aeb9		

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: 5/18/2026 1:31:04 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Legal Team legalnotices@samsara.com EVP, Chief Legal Officer Samsara Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/2/2025 11:23:13 AM ID: 3e54f1d2-9bf1-45ca-abdf-626e3865113a	COPIED	Sent: 6/9/2026 8:59:35 AM Viewed: 6/9/2026 9:20:42 AM
Iva Gaylord Iva.Gaylord@samsara.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/23/2026 12:05:21 PM ID: ee8bfb83-1790-443e-b2ac-94da64b6eafb	COPIED	Sent: 6/24/2026 1:40:47 PM Viewed: 6/24/2026 1:41:55 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/24/2026 2:41:45 PM Viewed: 6/24/2026 4:27:44 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Adrian Hill adrian.hill@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/20/2026 8:29:39 AM ID: 81cc793a-46f3-4eb8-bae4-cdd39be73399		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/18/2026 1:29:13 PM
Envelope Updated	Security Checked	6/9/2026 8:59:34 AM
Envelope Updated	Security Checked	6/9/2026 8:59:34 AM
Envelope Updated	Security Checked	6/9/2026 8:59:34 AM
Envelope Updated	Security Checked	6/23/2026 8:45:13 AM
Envelope Updated	Security Checked	6/23/2026 8:45:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

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

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: July 21, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 9050 for electric substations transformer oil and breaker SF6 testing for Denton Municipal Electric; and providing an effective date (RFP 9050). The Public Utilities Board recommends approval (6 - 0).

INFORMATION/BACKGROUND

The City of Denton solicited proposals for transformer oil and breaker SF6 testing for 42 transformers and 160 transmission breakers located across 23 substations in and around the city. The current solicitation combined two (2) distinct service areas; testing and maintenance into a single scope of work. During the evaluation process, it became clear that the bundled structure limited competition and did not yield proposals that fully met the operational and technical needs of the department.

By splitting the scope into two (2) independent solicitations, the department can refine the specifications for each service, improve clarity, and encourage more competitive and specialized responses. For these reasons, the department recommends rejecting all current bids and proceeding with a revised approach that separates testing services from maintenance services into two distinct solicitations.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 13, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Staff recommends rejection of all proposals for electric substations transformer oil and breaker SF6 testing for Denton Municipal Electric.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Brian Walding, 940-349-7600.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFP 9050 FOR ELECTRIC SUBSTATIONS TRANSFORMER OIL AND BREAKER SF6 TESTING FOR DENTON MUNICIPAL ELECTRIC; AND PROVIDING AN EFFECTIVE DATE (RFP 9050).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate Transformer Oil and Breaker SF6 Testing (RFP 9050) in accordance with the procedures of state laws and the City's ordinances; and

WHEREAS, the City staff recommends, and the City Council has determined, that it is in the best interest of the City that the herein described proposals should be rejected; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. All competitive proposals, as described in the "Request for Proposal", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned herein (RFP 9050 – Transformer Oil and Breaker SF6 Testing) are hereby rejected.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute all necessary documents for the rejection of said proposals. The City Manager, or their designee, is hereby authorized, in their discretion, to re-advertise to receive competitive bids, or proceed otherwise, to procure goods and services described in RFP 9050.

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 the RFP 9050 to reject said proposals 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 Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Kenneth Hedges

DATE: July 21, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request to rezone approximately 9.487 acres of land from a Rural Residential (RR) zoning district to a Residential 1 (R1) zoning district. The subject site is generally located on the south side of FM 2153, approximately 4,646 feet east of the intersection of FM 2153 and Running Bear Road 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 (6-0) to recommend approval. Motion for approval by Commissioner Riggs and second by Commissioner Garland (Z26-0003b, Rifkin Addition, Sean Jacobson).

July 1, 2026 Planning and Zoning Commission Meeting

BACKGROUND

The applicant, Aimee Bissett of McAdams, has submitted, on behalf of the property owner, Joel Rifkin, an application to rezone approximately 9.487 acres of land from a Residential Rural (RR) zoning district to a Residential 1 (R1), in order to plat the subject property into two lots, one containing an existing single-family residential dwelling, and one proposed to be developed with a new single-family residential dwelling. The minimum lot size in RR zoning is 5 acres. Only one primary dwelling unit can be permitted on each individual lot. The subject property currently contains a single-family dwelling unit, so creation of a second lot is necessary in order to construct a second single-family dwelling on the property. Due to not having enough property to plat two lots that both meet the RR minimum lot size requirement of 5 acres, the applicant is requesting to rezone to R1, which has a minimum lot size requirement of 32,000sf, which will enable him to plat the second lot and build the proposed second single-family dwelling.

In addition to the existing single-family dwelling previously mentioned, the subject property appears, based on aerials, to be developed with a number of accessory buildings and some outdoor storage.

The subject property was annexed into the City in 2008 along with several other properties in this area of the City. Following annexation, the property was assigned the placeholder zoning designation “RD-5X” under the 2002 Denton Development Code (DDC). The zoning of the property transitioned to RR with the adoption of the 2019 DDC.

The surrounding properties to south and east of the subject property are primarily zoned R1, with the exception of one lot to the east zoned RR. The properties to the north of the subject property, across FM 2153, and to the west of the subject property, are located within the City’s Extraterritorial Jurisdiction (ETJ)

and are within the County's Lake Ray Roberts zoning boundaries with designates the properties as Agriculture with a 10-acre minimum lot size.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On July 1, 2026, the Planning and Zoning Commission held a public hearing and recommended approval of the rezoning request [6-0].

During the public hearing, a Commissioner inquired as to when the zoning application process began and the applicant responded that they believed they had first applied in February.

OPTIONS

1. Approve
2. Deny
3. Postpone Item

RECOMMENDATION

Staff recommends **approval** of the rezoning of approximately 9.487 acres of land to a Residential 1 (R1) 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
February 18, 2008	City Council	Annexation	Approved [Ordinance 2008-032]
April 23, 2019	City Council	New Zoning Code and City-wide rezoning district transition	Transitioned from RD-5X to RR District
July 1, 2026	Planning & Zoning Commission	Rezone from RR to R1	Recommend Approval

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 June 10, 2026, a total of nine (9) notices were mailed out to property owners within 200 feet of the subject property, and two (2) postcards were mailed out to current residents within 500 feet of the subject property. As of the writing of this report, staff has received one written response to the notices which did not indicate either support for, or opposition to, the requested rezoning.

- A notice was published on the City's website on June 30, 2026.

- A notice was published in the Denton Record Chronicle on July 4, 2026.

- One sign was posted on the subject property on May 20, 2026.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

EXHIBITS

1. Agenda Information Sheet
2. Staff Analysis
3. Applicant Narrative
4. Site Location Map
5. Future Land Use Map
6. Current Zoning Map
7. Proposed Zoning Map
8. Table of Allowed Uses
9. Public Notice
10. Draft Ordinance
11. Staff Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Sean Jacobson
Senior Planner

Planning Staff Analysis
Z26-0003b / Rifkin Addition Rezoning
City Council District #2

REQUEST:
Rezone approximately 9.487 acres of land to a Residential 1 (R1) Zoning District.

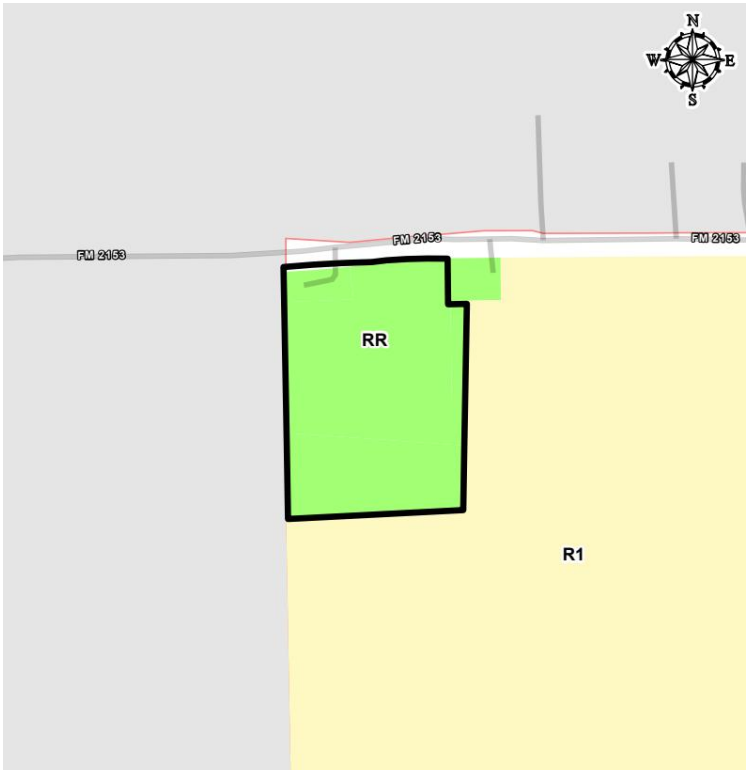
STAFF RECOMMENDATION:
Staff recommends **approval** of the rezoning of approximately 9.487 acres of land to a Residential 1 (R1) Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

SITE DATA:
The subject property currently contains a single-family dwelling, so subdivision to create a second lot is necessary in order to construct a second single-family dwelling on the property. The DDC limits residential lots to one dwelling unit per lot, with the exception of an Accessory Dwelling Unit (ADU) – and the second home the applicant wishes to construct would be larger than allowed for an ADU. Because the 9.487-acre subject property is not quite large enough to plat two lots that both meet the Rural Residential (RR) minimum lot size requirement of 5 acres, the applicant is requesting to rezone to R1, which has a minimum lot size requirement of 32,000sf, to plat a second lot and build the proposed second single-family dwelling.

The subject property was annexed into the City in 2008 along with several other properties in this area of the City. Following annexation, the property was assigned the placeholder zoning designation "RD-5X" (Rural Residential) under the 2002 Denton Development Code (DDC), which also had a minimum required lot size of 5 acres. The zoning of the property transitioned to RR with the adoption of the 2019 DDC. Surrounding development along FM 2153 is consistent with the large-lot residential pattern typically found in peripheral areas of the City.
The subject property is on the south side of FM 2153, a future secondary arterial.



SURROUNDING ZONING AND USES:



Northwest: FM 2153 Zoning: Extraterritorial Jurisdiction (ETJ)/Lake Ray Roberts zoning (Agriculture) Use: Agricultural/Undeveloped	North: FM 2153 Zoning: Extraterritorial Jurisdiction (ETJ)/ Lake Ray Roberts zoning (Agriculture) Use: Single-family and Agricultural/Undeveloped	Northeast: FM 2153 Extraterritorial Jurisdiction (ETJ)/ Lake Ray Roberts zoning (Agriculture) Use: Single-family and Agricultural/Undeveloped
West: Zoning: Extraterritorial Jurisdiction (ETJ)/ Lake Ray Roberts zoning (Agriculture) Use: Single-family and Agricultural/Undeveloped	**SUBJECT PROPERTY**	East: Zoning: R1 and RR Use: Single-family and Agricultural/Undeveloped
Southwest: Extraterritorial Jurisdiction/Non-Annexation Agreement Use: Single-family and Agricultural/Undeveloped	South: Zoning: R1 Use: Agricultural/Undeveloped	Southeast: Zoning: R1 Use: Agricultural/Undeveloped

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*

On February 18, 2008, City Council approved an ordinance annexing the subject property into the City Limits. The property was automatically assigned the placeholder zoning designation of Rural Residential (RD-5X) which transitioned to Rural Residential (RR) with the adoption of the 2019 Denton Development Code.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

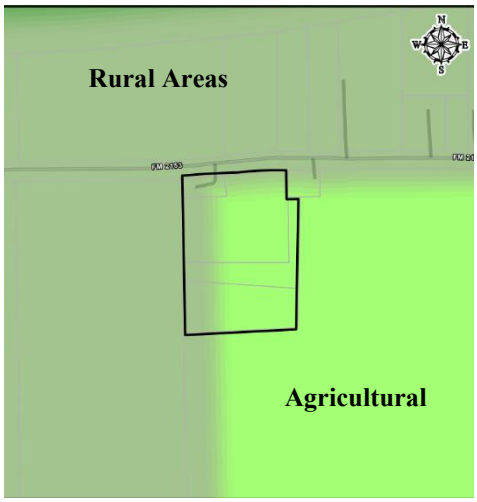
a. Shall weigh competing goals, policies, and strategies.

There are no competing goals, policies, or strategies 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 Future Land Use Map in the Comprehensive Plan, the subject property is designated primarily as Agriculture, but also partly as Rural Areas (see image below and provided as Exhibit 5). The description for these two Future Land Use designations are provided below:



Agricultural

This category denotes areas that have large tracts of land in active agriculture uses for preservation, including ranchland, field crops, and other similar agricultural uses. This may also include rural commercial uses, alternative energy generation, and accessory structures to support agricultural uses and uses that support agritourism. This category may include large lot residential (a maximum of one unit per ten acres). This land use may allow lots as small as one acre under the gross density provision to allow for conservation development which clusters smaller lots while permanently protecting scenic rural open space (through conservation easements). Residential development in this future land use category will continue the present character of the rural and agricultural areas of Denton with low-profile homes of no greater than two stories, generous lots and setbacks, and materials that complement the natural surroundings and ranch heritage.

Rural Areas

This category includes farms and ranches as the predominant use along with rural residential (a maximum of one unit per five acres) and rural commercial including feed stores, farm equipment, etc. This land use may allow lots as small as one acre under the gross density provision to allow for conservation development which clusters smaller lots while permanently protecting scenic rural open space (through conservation easements). This land use may also include single-family homes on large lots, which are suited for areas on the periphery of the city that complement a more suburban type of development. Development in this future land use category will continue the present character of the rural areas of Denton with low-profile homes of no greater than two stories, generous lots and setbacks, and materials that complement the natural surroundings and ranch heritage.

Discussion

While the proposed R1 Zoning District allows for smaller lot sizes, and potentially more units per five acres (approximately 6 units per 5 acres) than called for in the Comprehensive Plan, the rezoning request is consistent with surrounding development which includes a mix of lot sizes.

Additionally, a minimum lot size of 1 acre is required when a property contains a septic system, and a minimum of 2 acres is required if the property would also be served by water well. Sewer utilities are not available in this area, which would limit the further subdivision of this land to 1-acre lots at most. The applicant intends to subdivide the property into two lots and construct one additional single-family home on the new second lot, in addition to the single-family home existing on the property now, which would remain on its own lot. Two single-family homes, each on large lots of at least 1 acre, is consistent with the development patterns in the surrounding area. The proposed request is generally consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designations of Agricultural and Rural Areas.

4. *Compliance with this DDC*

   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

      This request is for a rezoning of the subject property. All subsequent development on this site will comply with applicable standards in the DDC, including, but not limited to, minimum lot size and dimensions, building coverage, access, parking, tree preservation, and landscaping.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

      Typically, a rezoning to one of the DDC's established districts does not include a full review of all development standards. If the proposed rezoning is approved, a detailed review of all required plat, tree preservation plans, and building permit submittals is required prior to development.

5. *Compliance with Other Applicable Regulations*

   This proposed rezoning complies with all other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

   There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*

   There are no environmentally sensitive areas (ESA) on the subject 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 to R1 is consistent with the surrounding zoning and development patterns in the area.

Following the recent rezoning of the Craver Ranch Estates property, the surrounding zoning to the east and southeast is primarily also R1. There is an adjacent RR-zoned lot which is actually smaller than the RR minimum lot size. The rezoning is also compatible with the current pattern of residential uses on larger lots and limited agricultural uses mostly on lots in the ETJ along the FM 2153 Corridor. Although located in the ETJ, surrounding properties to the north and west also fall within the County's Lake Ray Roberts zoning area. Immediately adjacent properties are zoned Agriculture with a 10-acre minimum lot size, but other nearby properties are zoned Residential with 1- and 2-acre minimum lot sizes.

The proposed rezoning would allow for subdivision of the subject property and the development of a new single-family detached dwelling, in a way that is similar to the current development of surrounding properties. It potentially allows for greater density, but given 1-acre minimums for septic (or a minimum of 2 acres is required if the property would also be served by water well), any increased density would still be at a level common to more rural areas on the periphery of the City.

9. *Minimizes Adverse Fiscal Impacts*

This proposed rezoning is not anticipated to create adverse fiscal impacts as it is located adjacent to an existing roadway, and the property is an appropriate lot size to be served by on-site septic and either a water well or by the extension of a water line at the cost of the developer.

10. *Compliance with Utility, Service, and Improvement Standards*

This proposed rezoning will not affect utilities, services, or improvements. When the site is developed, it will be reviewed to ensure compliance with all applicable standards.

a. Provides Adequate Road Systems

The subject property has frontage on FM 2153, a proposed future secondary arterial street owned and maintained by TxDOT.

b. Provides Adequate Public Services and Facilities

The proposed rezoning is not anticipated to negatively impact public services and facilities due to the limited increase in the permitted number of lots and uses available to the property under the R1 District and current utility availability.

13. *Rational Phasing Plan*

This proposed rezoning does not have a phasing plan.

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 3.b above, the proposed zoning of R1 District is consistent with the Denton 2040 Comprehensive Plan and will permit the development of compatible uses at a scale which corresponds to the existing development pattern.

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 3.5.2A of the Denton Development Code:

Per Section 3.2.2A, "The R1 District is intended to preserve existing single-family neighborhoods and to ensure that any new development promotes conservation of scenic rural open space and is compatible with existing land uses, patterns, and design standards. The R1 district can be used as a transitional district between rural development and large lot residential neighborhoods."

The requested R1 District is consistent with the purpose statement, allowing for the subdivision of the subject property to enable the development of a second single-family detached dwelling that conserves rural open space. Additionally, the R1 District would not introduce new uses or significantly different patterns to the area.

d. There have been or will be significant changes in the area to warrant a zoning change.

The recent rezoning of the adjacent, over 200-acre, property from RR to R1, as part of the Craver Ranch Estates rezoning is indicative of future development in the vicinity of the subject property. The lots developed in this area are expected to be denser and closer in size to the R1 minimum lot size of 32,000sf than the RR minimum size of 5 acres. The subject property is zoned RR District; rezoning to R1 would bring it into alignment with the recent rezoning of the property to the south.

Rezoning to an R1 District would be consistent with the current and future zoning pattern and surrounding land uses, by providing the opportunity to build a second single-family detached dwelling on a large lot while still promoting conservation of scenic rural open space, meeting the policies and goals of the Denton 2040 Comprehensive Plan, while also aligning with the recent rezoning of adjacent property from RR to R1.

Additionally, it is important to note that the rezoning would not introduce new uses to the area. There are residential uses and zoning surrounding the subject property.

e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

Transportation

The scope includes the proposed future development of a second single-family detached dwelling, following subdivision of the property. The property has access from FM 2153. Therefore, the proposed future development is not expected to create significant adverse impacts to current transportation levels in the surrounding area and/or neighborhood.

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 at the time of development and are used to make roadway system improvements related to the Mobility Plan.

f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.

Schools
The subject property is located in Sanger Independent School District. The proposed development of a second single-family detached dwelling unit is not anticipated to generate a significant impact on area schools.

Parks
The subject property is located approximately 5.6 miles from Clear Creek Nature Preserve. This distance does not meet the Park Department's goal of a 10-minute walk to a park; however, there is expected to be a substantial amount of park space provided in the nearby Craver Ranch development that would allow this property to meet this goal in the future.

Water and Wastewater
Public water and public wastewater service are not available, though public water may be close enough to be extended to this property. The subject property can be served by on-site septic and, if public water was not extended, by a water well.

Nearest Fire Station
The subject property is approximately 8.2 miles from Denton Fire Station 4 (2116 E Sherman Drive), which is outside the eight minutes or less response time boundary; however, there a new fire station is planned within the nearby Craver Ranch development that would allow this property to meet this goal in the future.

g. There was an error in establishing the current zoning district.

There was not an error in the assignment of the current zoning district, which transitioned from the placeholder designation of RD-5X assigned to this property and many others in the area following their annexation into the City in 2008. The RD-5X designation required the same 5-acre minimum lot size as the current RR District. However, to meet current standards of the Denton Development Code, the property must be rezoned to a district with a smaller minimum lot size to allow the property to be platted into two lots to enable the construction of a second single-family detached dwelling in the future. Therefore, the existing RR District is no longer appropriate, and the R1 District dimensional and development standards are consistent with the surrounding area.

McAdams
4400 State Highway 121
Suite 800
Lewisville, TX 75056
972. 436. 9712

SPEC26166

March 2, 2026

City of Denton
601 East Hickory Street
Denton, TX 76205
E: Development@cityofdenton.com
P: 940.349.8600

RE: 9651 FM 2151 Denton Tx – Rezoning Application

On behalf of Joel Rifkin, please accept this letter as the formal explanation of our proposed Zoning Change Application for approximately 9.487 acres located along Farm to Market Road 2153 in the City of Denton, Denton County, Texas (parcels 58842, 465739, 1008374, 1059670)

PROJECT DESCRIPTION

The subject property is located at 9651 FM 2153 in Aubrey, Texas, and lies within Denton's ETJ. The site consists of approximately 9.487 acres (per deed records) and is currently zoned Rural Residential (RR) with an agricultural land use designation.

The property owner is requesting to rezone the property from Rural Residential (RR) to Residential 1 (R1) to allow for two (2) single-family homes for his family. One residence currently exists on the property and is situated directly off FM 2153. The second residence is proposed to be located on the rear portion of the site.

The owner intends to replat the property into two approximately five-acre lots. However, because the total acreage falls slightly below the minimum lot size requirement under the Rural Residential (RR) zoning district, a rezoning to Residential 1 (R1) is being requested to accommodate the proposed development.

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.
   Answer: N/A

McADAMS

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.
   Answer: The proposed development is consistent with the comprehensive plan.

3. The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.
   Answer: 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.
   Answer: 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.
   Answer: There will be no, or very minimal, negative environmental impacts with this development.

6. The proposed development should not cause significant adverse impacts on surrounding properties.
   Answer: The proposed development will not cause significant adverse impacts on surrounding properties.

7. The proposed development should not result in significant adverse fiscal impacts on the city.
   Answer: The proposed rezoning from RR to R1 will not result in significant adverse fiscal impacts on the City.

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.
   Answer: The property owner shall comply with all regulatory requirements.

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.
   Answer: There will be adequate road capacity to serve the two single family homes.

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.
    Answer: There is adequate public service and facility capacity to serve the two homes.

CRITERIA FOR APPROVAL: SPECIFIC CRITERIA

1. The proposed rezoning is consistent with the Comprehensive Plan
   Answer: Yes.

2. The proposed rezoning is consistent with relevant Small Area Plan(s)
   Answer: Yes.

3. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3: Zoning Districts
   Answer: Yes.

4. Have there been significant changes in the area to warrant a zoning change
   Answer: No, rezoning is only intended to add one more single family residents to the property and replat into two separate 5 acre lots.

5. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood;
   Answer: No.

6. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development; and/or:
   Answer: Yes.

7. There was an error in establishing the current zoning.
   Answer: 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 9651 FM 2153 property. Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

MCADAMS

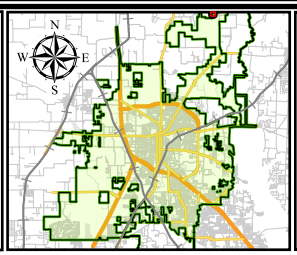


Hannah Haber, AICP
Planning + Entitlement

Z26-0003
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

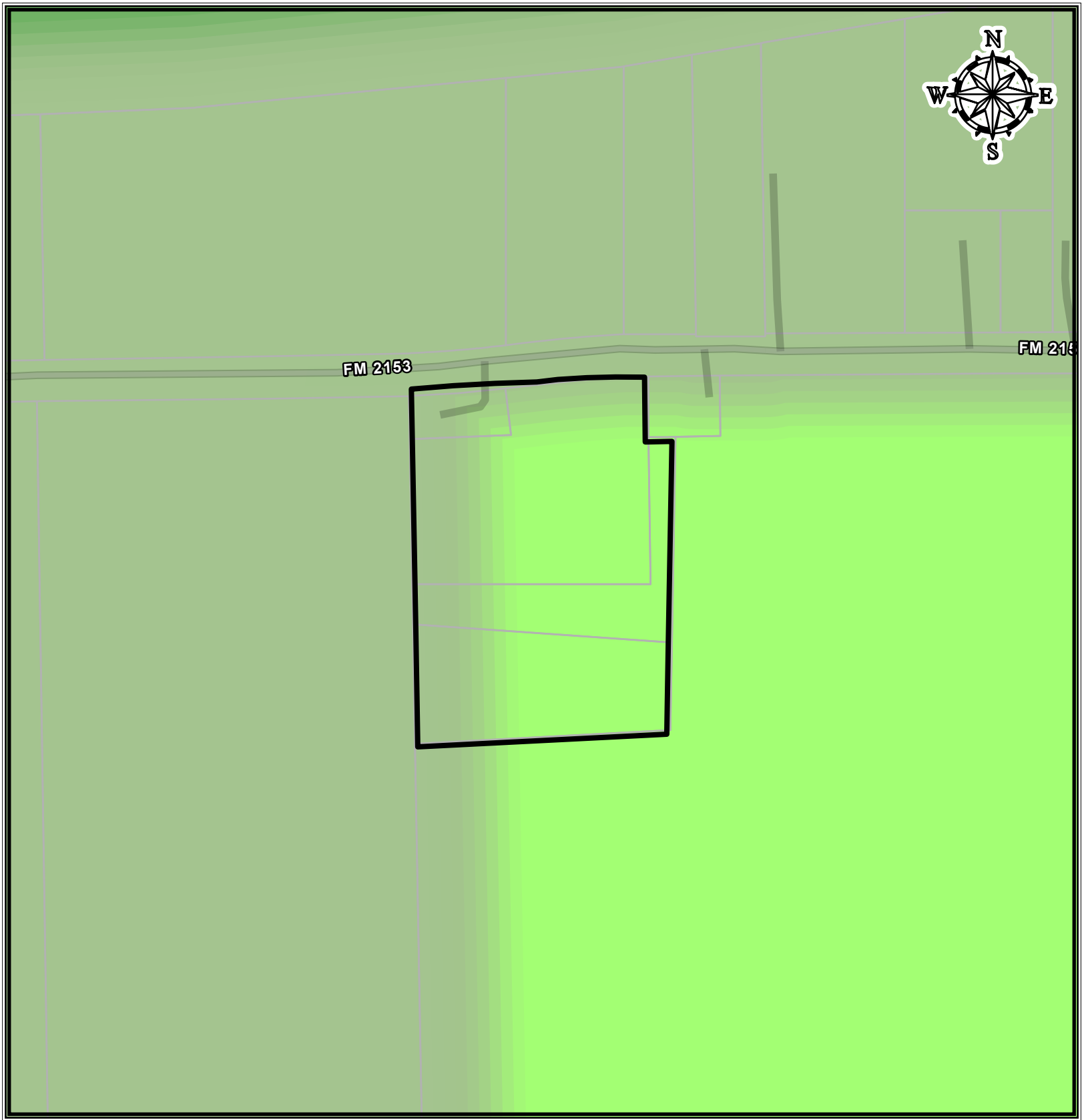


0 55 110 220 Feet

CITY OF DENTON
Development Services · GIS
Date: 3/5/2026

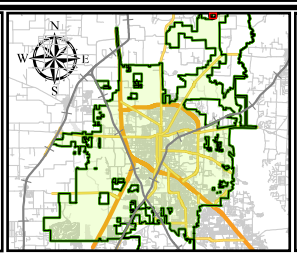
*This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure 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.

Z26-0003
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

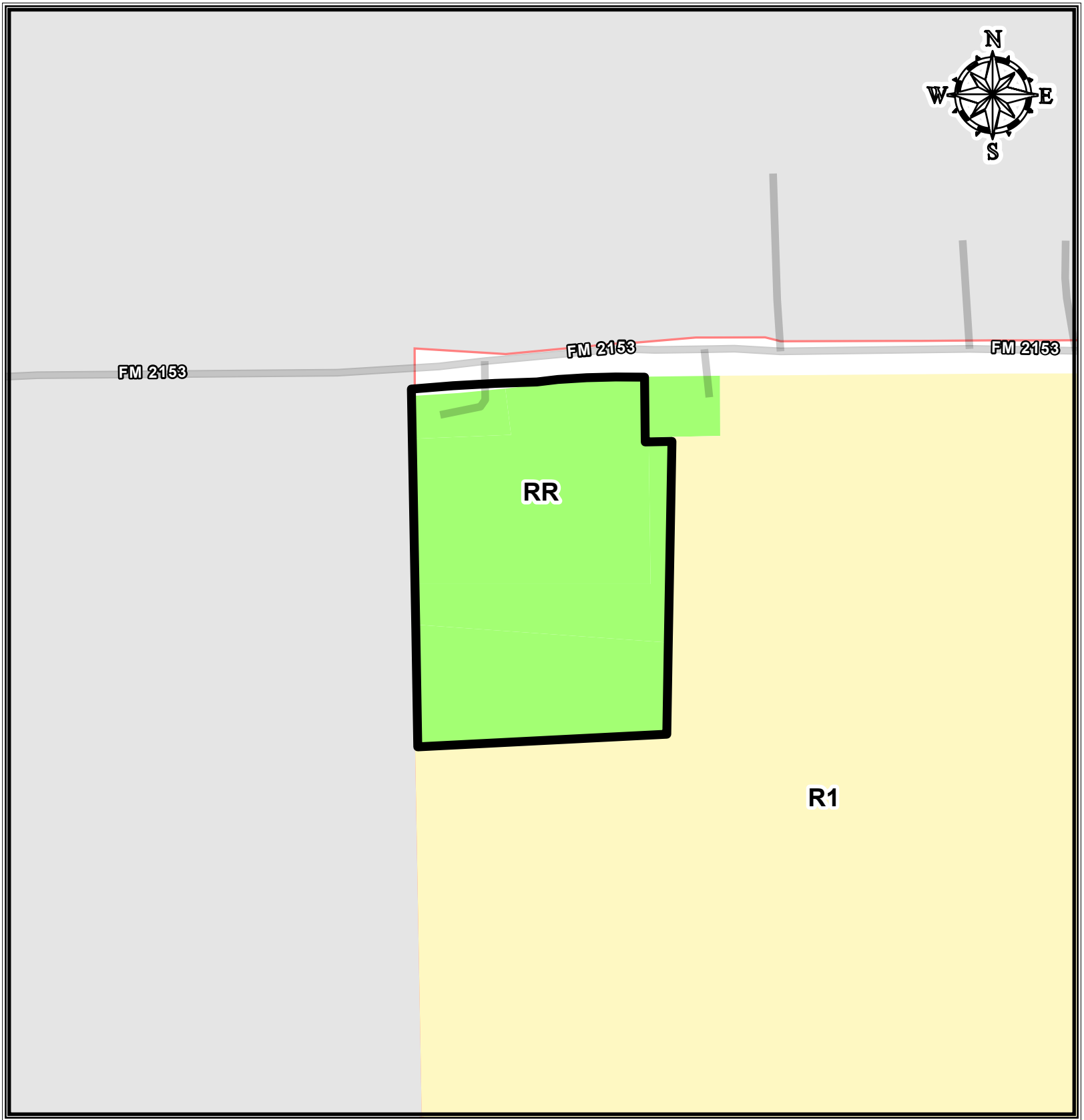


0 80 160 320 Feet

CITY OF DENTON
Development Services • GIS
Date: 3/5/2026

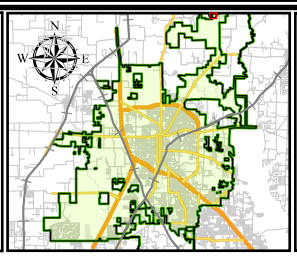
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure 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.

Z26-0003
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

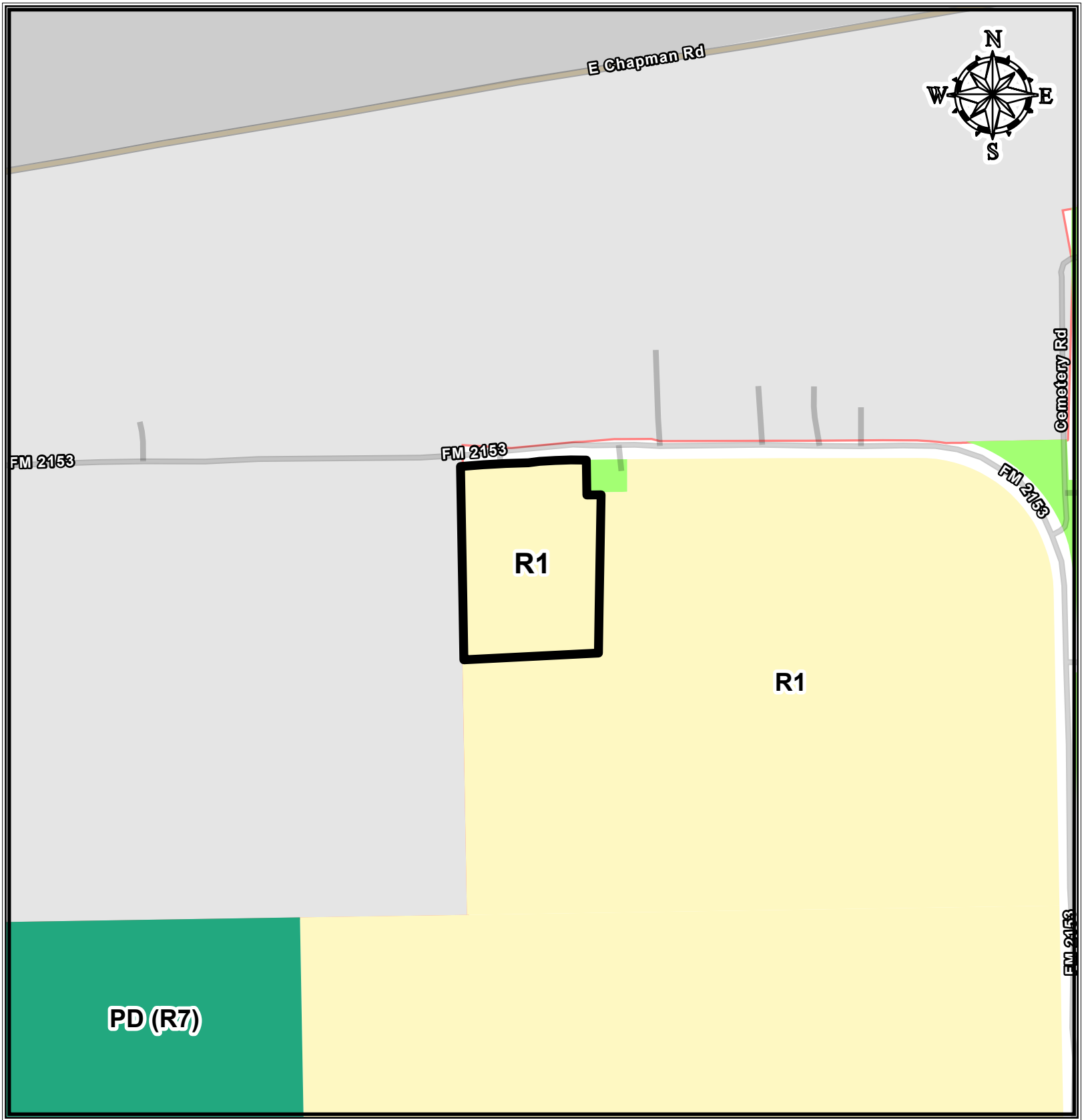


0 80 160 320 Feet

CITY OF DENTON
Development Services · GIS
Date: 6/23/2026

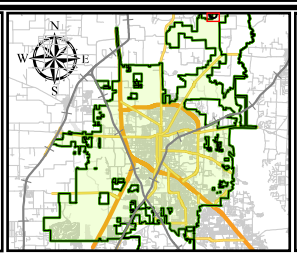
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Although every effort was made to ensure 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.

Z26-0003
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



0 155 310 620 Feet

CITY OF DENTON
Development Services · GIS
Date: 6/24/2026

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.

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			P				5.3.3H
Group Home	S+			S+	S+	S+	S+	S+	S+	S+							5.3.3I
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	

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	
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	S+												S+	P		5.3.5A
Commercial Stable	P	S+	S+														5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	S	S	S	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	P	S	S	S	S	S	S	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

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	
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

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	
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																	
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		
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
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

Table 5.2-A: Table of Allowed Uses

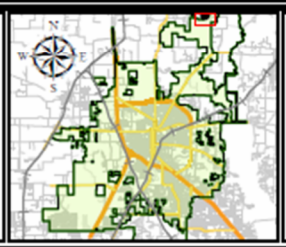
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	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	
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

Z26-0003
Notification Map



Parcels Standalone
Opposition
Favor
Neutral



0 250 500 1,000 Feet

CITY OF DENTON
Development Services · GIS
Date: 3/5/2026

"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."

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

Public Hearing Notification Sign Criteria and Affidavit

A public hearing notification sign is a sign erected on the subject property to publicize a Future Land Use or Zoning Change request, a Specific Use Permit request, a Variance request, or a Historic Landmark Designation request. ***The number of signs and the placement of signs shall be determined at the time of First Review Comments for each specific request.*** It is the responsibility of the owner/project representative to contact Development Services Department to verify the number and location of signs needed.

Sign Criteria:

SIGN DESIGN

- Signs shall be four (4) feet wide by four (4) feet tall. (Please refer to attached sign exhibit.)
- The sign shall be constructed in accordance with the City's design standards for public hearing notification signs.
  a) Two (2) sided, ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
  b) Lettering shall be placed on both sides of the sign.
  c) The letter font style shall be Trebuchet MS. The required font size is 230 (bold) for the sign heading and 180 for the remainder of the sign. Of the smaller words on the sign, everything is bold except the number field, name field, request field, and the website address. (Please refer to attached sign exhibit.)
  d) Metal or wood posts shall be used.
- The sign shall comply with the layout and dimensions on the attached Public Hearing Notification Sign Specification sheet.

PLACEMENT

- The sign shall be posted perpendicular to the property line, and visible and legible from adjacent rights-of-way, but except alleys, at a location(s) determined by staff.
- If the subject property is on more than one (1) right-of-way, one (1) sign shall be posted along each right-of-way for each 500 feet of linear street frontage of the property.
- Signs shall be located outside of the public right-of-way, and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Director of Development Services or designee.

PROOF OF POSTING

- **At least 10 days prior to the public hearing, the applicant shall submit an executed affidavit of proof of the posting (attached) and photographs of the installed sign to the Planning Project Manager.**

  Failure to post the notification sign(s) and submit the affidavit and photographs will require that the public hearing item be withdrawn and re-noticed until the next public hearing date available.

- The property owner is responsible for maintaining the sign on the property throughout the entire public hearing process. If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign and posting the sign on the property promptly.

REMOVAL OF SIGNS

- **The property owner or his/her representative must remove the sign within three (3) calendar days subsequent to the final decision by the approving body.**

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

CITY OF DENTON PUBLIC HEARING NOTIFICATION SIGN SPECIFICATIONS

4 Feet

4 Feet

Notice of Public Hearing

Project Number: Z26-0003

Project Name: Rifkin Addition

Request: Zoning Change

For more info:

www.cityofdenton.com/ProjectInfo

Call: (940) 349-8600

File Downloads for Sign Posting

QR Code File Download

Logo File Download

CITY OF DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. Z26-0003

Date of Planning and Zoning Commission Meeting: June 10th, 2026

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number Z26-0003 - Rifkin Addition, located at 9651 FM 2153 - Aubrey Texas

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on 05/20, 2026. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along FM 2153.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the May day of 20, 2026

Aimee Bissett

Signature of Applicant or Authorized Representative for Project No.

Aimee Bissett

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 20th day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 20th day of May, 2026.

Candy J. Whitaker

Notary Signature (seal)

CANDY J. WHITAKER
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 129516175

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: 5/20/26 Verified by: Approved by Development Assistance Team 05/22/2026





9651 FM 2153 - Aubrey Texas



CITY OF DENTON

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

Response Form

Project Number Z26-0003
Rifkin Addition

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Sean Jacobson, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to matt.bodine@cityofdenton.com or call (940) 349-8584. Please note any responses are subject to public information requests including the information provided below.

Project Number: Z26-0003 Winston-Cox Waterworx

Meeting Date: June 10, 2026, Planning & Zoning Commission

Please circle one:

□ In favor of request □ Opposed to request

Comments: Lake Ray Roberts Zoning is great for our area, and most people feel that way - no trailer or RV parks or businesses. No density Zoning.

Signature:

Printed Name: Tom Deals Dan Reding

Street Address: 9911 FM 2153

City, State and Zip Code: Aubrey, TX 76227

Phone Number: 940·367·0115

Email Address: redingrancheast@gmail.com

Physical Address of Property within 200 Feet: 9911 FM 2153
Aubrey, TX 76227

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A REQUEST TO REZONE APPROXIMATELY 9.487 ACRES OF LAND FROM A RURAL RESIDENTIAL (RR) ZONING DISTRICT TO A RESIDENTIAL 1 (R1) ZONING DISTRICT; THE SUBJECT SITE IS GENERALLY LOCATED ON THE SOUTH SIDE OF FM 2153, APPROXIMATELY 4,646 FEET EAST OF THE INTERSECTION OF FM 2153 AND RUNNING BEAR ROAD 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. (Z26-0003b, Rifkin Addition)

WHEREAS, Aimee Bissett of McAdams, on behalf of the property owner, Joel Rifkin, requested to rezone approximately 9.487 acres of land from Residential Rural (RR) District to Residential 1 (R1) District, legally described in **Exhibit "A"**, attached hereto and depicted as **Exhibit "B"** and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on July 1, 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/denial (6-0) of the request; and

WHEREAS, on July 21, 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 rezoning the Property, have determined that the proposed rezoning 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 1 (R1) 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 Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit A
Legal Description

METES AND BOUNDS
9.487 ACRES

BEING all that certain lot, tract, or parcel of land, situated In the W. A. Thompson Survey, Abstract Number 1238, City of Denton ETJ, Denton county, Texas, and being all of that certain tract of land, described by deed to Joel Ira Rifkin, recorded in Document Number 2025-42617, Deed Records, Denton County, Texas, and being all of that certain tract of land, described by deed to Joel Rifkin, recorded in Document Number 2024-121338, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Joel Ira Rifkin tract, same being the northeast corner of that certain tract of land, described deed to Dan & Elizabeth Reding, recorded in Document Number 2011-92590, Deed Records, Denton County, Texas, and being in the south line of FM 2153;

THENCE with the westerly north line of said Joel Ira Rifkin tract, and the south line of FM 2153 the following three (3) calls:

Northeasterly, with the arc of a curve to the left, having a radius of 4112.40 feet, a central angle of 3°46'50", and an arc length of 271.35 feet, whose chord bears N 84°53'53" E, 271.30 feet;

N 83°00'27" E, a distance of 45.60 feet;

Northeasterly, with the arc of a curve to the right, having a radius of 1973.07 feet, a central angle of 5°26'06", and an arc length of 187.16 feet, whose chord bears N 85°43'30" E, 187.09 feet to the westerly northeast corner of said Joel Ira Rifkin tract, same being the northwest corner of that certain tract of land, described by deed to Tammie Sue McCool, recorded in Document Number 2017-10881, Deed Records, Denton County, Texas;

THENCE S 00°40'54" E, with the northerly east line of said Joel Ira Rifkin tract, and the west line of said McCool tract, a distance of 139.93 feet to the southwest corner thereof, same being an inner ell corner of said Joel Ira Rifkin tract;

THENCE N 88°54'22" E, with the easterly north line of said Joel Ira Rifkin tract, and the south line of said McCool tract, a distance of 57.44 feet to the easterly northeast corner of said Joel Ira Rifkin tract, same being the westerly northwest corner of that certain tract of land, described by deed to Run Well Ranches, LLC, recorded in Document Number 2025-119158, Deed Records, Denton County, Texas;

THENCE S 01°01'04" W, with the southerly east line of said Joel Ira Rifkin tract, and the west line of said Run Well Ranches tract, a distance of 444.79 feet to the southeast corner of said Joel Ira Rifkin tract, same being the northeast corner of said Joel Rifkin tract;

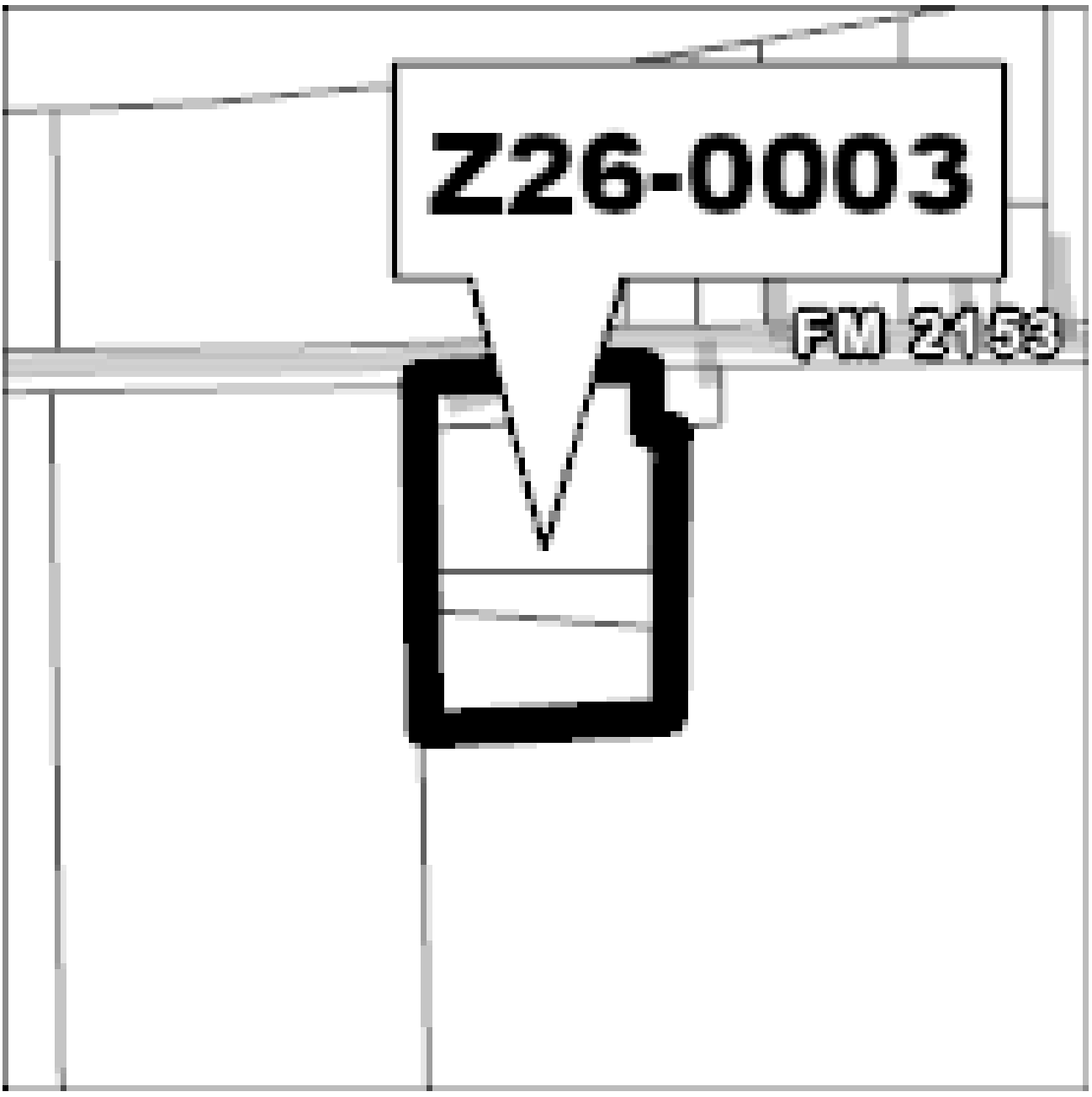
THENCE S 00°57'09" W, with the west line of said Run Well Ranches tract, and the east line of said Joel Rifkin tract, a distance of 187.52 feet to the southeast corner thereof, same being an inner ell corner of said Run Well Ranches tract;

THENCE S 87°05'31" W, with the south line of said Joel Rifkin tract, and the westernmost north line of said Run Well Ranches tract, a distance of 538.32 feet to the most southerly northwest corner thereof, same being the southwest corner of said Joel Rifkin tract, and being in the east line of said Reding tract;

THENCE N 00°56'33" W, with the east line of said Reding tract, and the west line of said Joel Rifkin tract, a distance of 253.59 feet to the northwest corner thereof, same being the southwest corner of said Joel Ira Rifkin tract;
THENCE N 00°57'09" W, with the east line of said Reding tract, and the west line of said Joel Ira Rifkin tract, a distance of 501.24 feet to the **POINT OF BEGINNING** and containing approximately 9.487 acres of land.

Exhibit B

Site Location Map



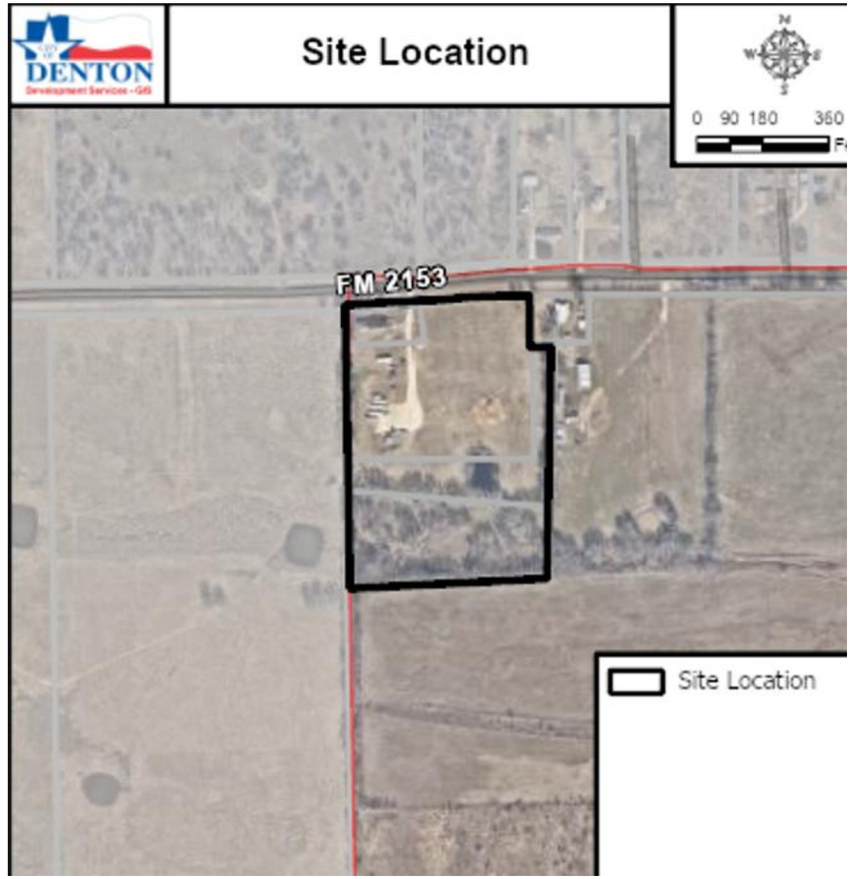
Z26-0003b Rifkin Addition Rezoning

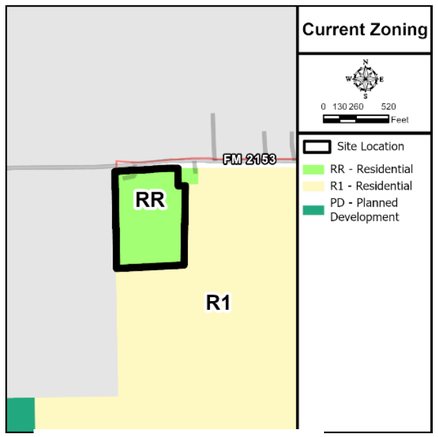
Sean Jacobson
Senior Planner



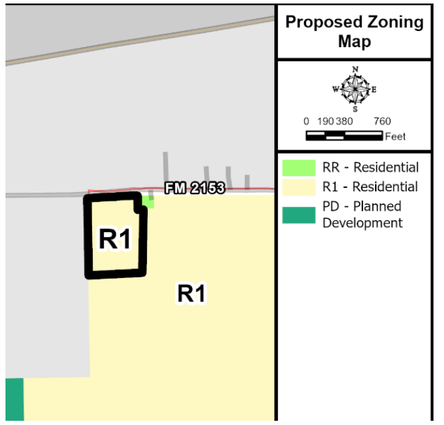
Request

- Rural Residential (RR) Zoning District to a Residential 1 (R1) Zoning District
- Approximately 9.487 acres
- Contains one single-family home and accessory structures
- Purpose: Enable creation of second lot for a new single-family home – RR 5-acre minimum would prevent subdivision, R1 allows it.
- **Recommendation: Approval**





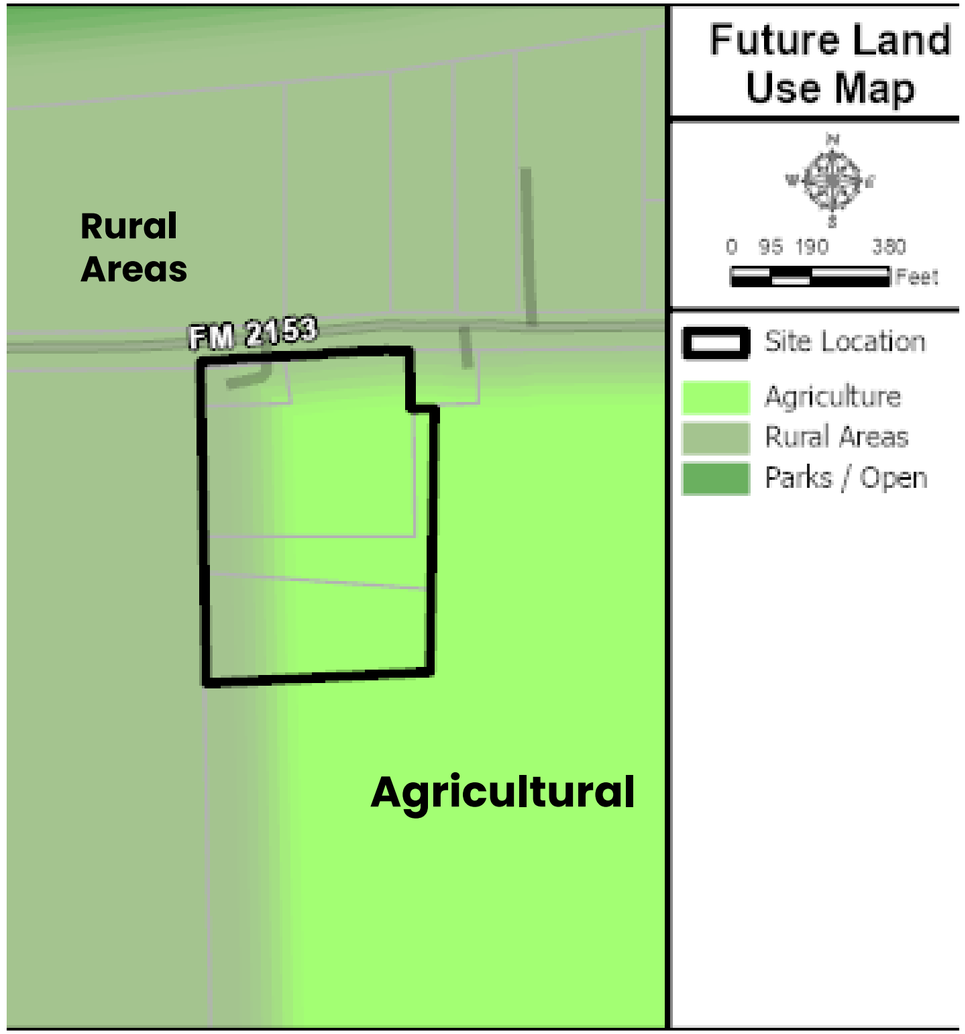
EXISTING ZONING



PROPOSED ZONING

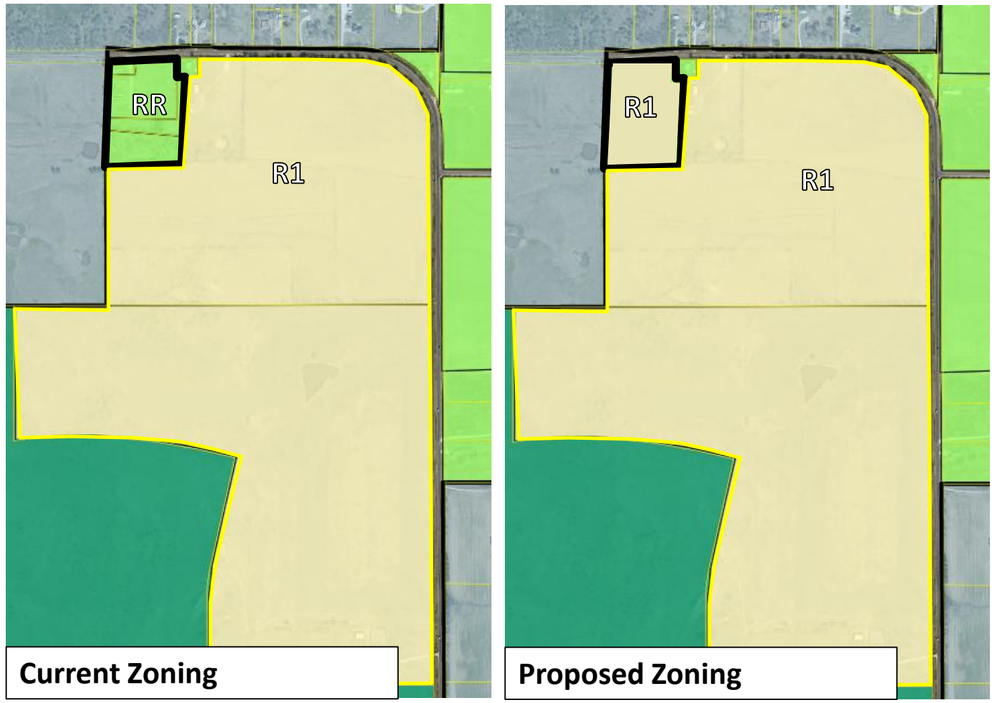
Future Land Use Map and Zoning Purpose Statement

- **Rural Areas**
  - Farms and ranches are the predominant use, along with rural residential and rural commercial
  - May include **single-family homes on large lots**, suited for periphery of the city
  - Development in this category will continue the present character of the rural areas of Denton: low-profile homes, and generous lots and setbacks
- **Agriculture Future Land Use designation**
  - Denotes areas with large tracts of land in active agriculture uses for preservation, including ranchland, field crops, and similar agricultural uses.
  - This category may include **large lot residential** (max. 1 unit per 10 acres).
  - Residential development in this future land use category will **continue the present character of the rural** and agricultural **areas of Denton.**
- **R1 District:**
  - Intended to **preserve existing single-family neighborhoods** and to ensure that any new development promotes conservation of scenic rural open space and is **compatible with existing land uses and patterns,**
  - May be used as a transitional district between rural development and large lot residential neighborhoods.



Surrounding Area

- **There have been or will be significant changes in the surrounding area.**
  - Recent rezoning of adjacent property to R1 as part of Craver Ranch is indicative that future development will be closer to R1 lots (32,000sf minimums)
- **Minimize Impacts on Surround Development**
  - R1 will not introduce uses that are not already present or permitted in this area
  - Compatible with the existing pattern of development - the area already features a mix of larger and smaller lots with single-family and agricultural uses





Criteria for Approval – Development Code

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)

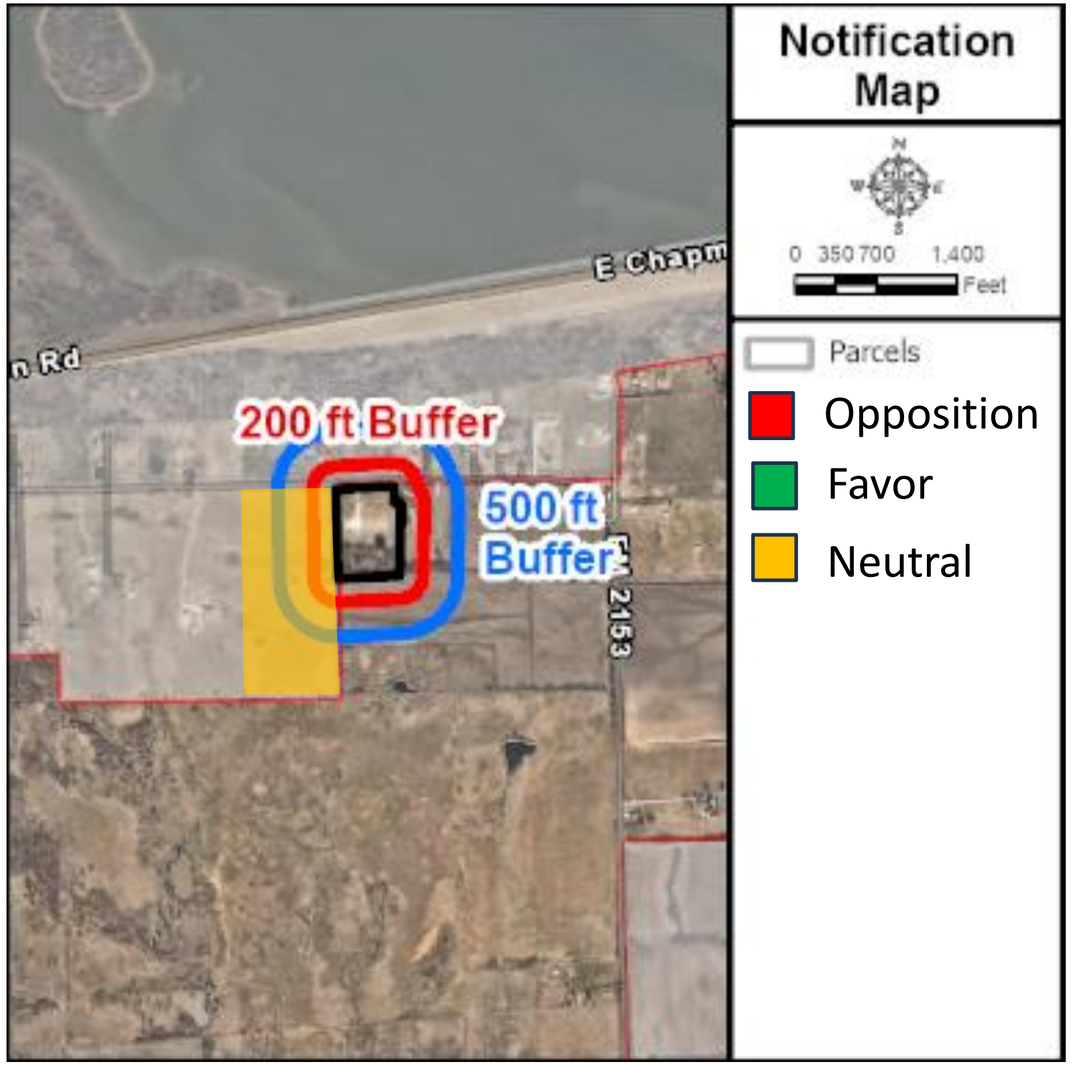
a. The proposed rezoning is consistent with the Future Land Use Map designation.
b. The proposed rezoning is consistent with relevant Small Area Plan(s).
c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.
d. 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.

Summary:

- ✓ Proposal is consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Proposal is consistent with R1 Zoning District purpose statement.
- ✓ Zoning is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.
- ✓ Zoning is not expected to have adverse impacts on surrounding properties.

Notification

- **Newspaper Ad:** July 4, 2026
- **Website:** June 29, 2026
- **Property Posted:** May 20, 2026
- **Mailed Notices:**
  - 200 ft. Public Notices mailed: 9
  - 500 ft. Courtesy Notices mailed: 2
- **Responses:**
  - In Opposition: 0
  - In Favor: 0
  - Neutral: 1



Recommendation

Planning and Zoning Commission recommended approval 6-0 at the July 1, 2026 meeting.

Staff recommends **approval** of the zoning change request to a Residential 1 (R1) Zoning District as it complies with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.2D of the DDC for approval of a Zoning Map Amendment (Rezoning).

QUESTIONS?

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Christine Taylor

DATE: July 21, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton authorizing the submission of an application to the Texas Parks and Wildlife Department (TPWD) local parks non-urban outdoor recreation grant program 2027 in the amount of $750,000 for materials and construction costs for the addition of trails and the renovation of Roberts Field at Mack Park; and providing an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Areas: Strengthen Community and Quality of Life, Support Healthy and Safe Communities, and Promote Sustainability and the Environment.

BACKGROUND

The Parks and Recreation Department (PARD) is seeking $750,000 through TPWD's Local Parks Grant Program 2027 for renovation of Roberts Baseball Field at Mack Park.

This project will provide a place for athletes of all ages to engage in sports on a newly renovated field. The project is a remodel of an existing park asset. It will include site work to correct drainage issues, a new smart irrigation system, water conservation through the conversion to artificial turf, expanded trail system, and shade.

The grant application will be completed by the PARD Planning staff. If awarded, the grant funding will cover the costs for design, materials and construction of the field. The grant requires a 50/50 match in funds. PARD will be using Parkland Dedication and Park Development funds to match the grant amount and expects to start the project in Fall 2027.

Grant applications are due on August 3, 2026. The application requires approval from the governing body authorizing the application submittal as well as receipt of funding if awarded.

RECOMMENDATION

Staff recommends approval.

FISCAL INFORMATION

Chapter 22, Article III of the Code of Ordinances allows for funding for parkland dedication and development. Parkland Dedication and Park Development funds are an eligible source for a non-federal match. PARD will use $750,000 of the Parkland Dedication and Park Development amount within that allowed area as the required cash match.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance

Respectfully submitted:
Matthew Hamilton
Chief Financial Officer

Prepared By:
Monica Martin
Park Planning Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) LOCAL PARKS NON-URBAN OUTDOOR RECREATION GRANT PROGRAM 2027 IN THE AMOUNT OF $750,000 FOR MATERIALS AND CONSTRUCTION COSTS FOR THE ADDITION OF TRAILS AND THE RENOVATION OF ROBERTS FIELD AT MACK PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the TPWD opened the Local Parks 2027 grant application on May 1, 2026 that assists local units of government with the development of public recreation areas and facilities throughout the State of Texas; and

WHEREAS, the Local Parks Grant program is funded from a portion of the state sales tax on sporting goods through the Texas Recreation and Parks Account and the Texas Large County and Municipality Recreation and Parks Account; and

WHEREAS, the Local Parks Non-Urban Outdoor Recreation Grant Program has a grant ceiling of $750,000 for communities with a population less than 500,000 people; and

WHEREAS, the City of Denton is eligible to apply for the funds under the application criteria; and

WHEREAS, the City has developed the necessary application materials and desires to make an application to the TPWD Local Parks Grant; and

WHEREAS, grant applications are due on August 3, 2026 and requests that the applying entity adopt an ordinance authorizing the submittal of the grant application prior to the grant application deadline. NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The application for the Local Parks Grant Program 2027 is hereby authorized.

SECTION 2. The City Manager, or designee, is designated, delegated, and authorized to request grant funding under the TPWD Local Parks Grant Program, including the submission of TPWD's application, and act on behalf of the City of Denton in all matters related to the grant application and any subsequent grant contracts and grant projects that may result.

SECTION 3. Should the project be funded, then the City of Denton shall comply with the requirements of the TPWD and the State of Texas.

SECTION 4. The City of Denton shall certify that the matching share for this program is readily available upon completion of the grant agreement.

SECTION 5. The project funds and any project-funded equipment and facilities will be used solely for the purposes for which they are intended under the grant.

SECTION 6. This ordinance is effective immediately upon 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 Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Water Utilities

ACM: Christine Taylor

DATE: July 21, 2026

SUBJECT

Consider approval of a resolution of the City of Denton, Texas authorizing the submission of an application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant Program in an amount up to $35,000,000 for the funding of an Advanced Metering Infrastructure project; designating the City Manager as the authorized representative of the City for the purposes of furnishing such information and executing such documents as may be required in connection with such grant application and the rules of the TWDB, and to take those actions necessary in connection with such application, award and administration of the grant; designating the City's financial advisor, engineer and bond counsel and authorizing them to aid, assist and appear on behalf of the City before TWDB; approving the TWDB application filing and authorized representative resolution document and the execution thereof by the Mayor; and providing an effective date.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Denton Water Utilities is seeking up to $35,000,000 in funding from the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG). TWDB introduced a one-time grant opportunity to implement water supply and water infrastructure projects. The City of Denton is eligible to receive a grant of up to $35,000,000 to fund one applicable project that is ready to proceed with construction. Denton Water Utilities has identified the Advanced Metering Infrastructure Implementation Program as an ideal candidate to take advantage of this grant opportunity, as it addresses one of the grant's focus areas: water loss.

On April 21, 2026, City Council awarded a contract with Badger Meter Inc. for $26,000,000 for the AMI Implementation Program. This program will replace all the water meters throughout the City of Denton with "smart meters" in an effort to reduce overall meter reading costs and provide valuable data on water demand patterns. This project includes a customer-facing data portal that will facilitate customers' ability to better manage their water usage and empower water conservation efforts. Smart meters continuously monitor flow and compare usage data against established patterns, allowing abnormal flows to be easily identified and alert both the customer and the utility to these conditions. The additional granularity and availability of water use data through the AMI system is expected to greatly increase the effectiveness of

many future water conservation management efforts. Staff is coordinating with Badger Meter to prepare an amendment to the contract that incorporates the supplemental contract conditions required by the TWDB and formally includes the installation of new meter boxes. This amendment is necessary because the original AIS incorrectly indicated that new boxes were included, when in practice the contract provided for the use of existing City of Denton standard meter cans with new plastic lids. The inclusion of all new meter boxes is the vendor's recommendation and aligns with industry-accepted practices to ensure project uniformity and support the overall success of the installation.

The WSIG has a tiered level of funding support based on the applicant's population. Denton's population is over 150,000, which allows us to be eligible for up to $35,000,000 in grant funding for construction costs. Due to our population, we are not eligible to receive funding for planning and design. The grant does not require any matching funds and is expected to fund 100% of the eligible project costs. The application deadline is July 31, 2026, and approvals are anticipated to be administered by the end of the year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 21, 2026, City Council approved RFP 8623 for a Professional Services Agreement between the City of Denton and Badger Meter Inc. in the not-to-exceed amount of $26,000,000.

On July 13, 2026, the Public Utility Board approved (6-0) to recommend City Council approval of the resolution authorizing the submission of an application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant Program in an amount up to $35,000,000.

RECOMMENDATION

Approval of the resolution authorizing submission of a TWDB Water Supply and Infrastructure Grant application for the Advanced Metering Infrastructure (AMI) Implementation Program and authorizing the necessary actions related to the application, award, and administration of the grant.

SUSTAINABILITY MEASURES

The project will enhance water conservation by providing customers with increased transparency into their consumption data, enabling early detection of leaks and promoting more efficient usage. Waste will be reduced through improved system monitoring and automated data collection. In addition, the project will help mitigate fossil fuel emissions by significantly reducing the need for vehicle trips traditionally required for manual meter reading and maintenance.

ESTIMATED SCHEDULE OF PROJECT

The Advanced Metering Infrastructure Implementation Program will begin meter replacements in September 2026 and is anticipated to be complete in Q4 2028.

FISCAL INFORMATION

These services are currently funded from Water Metering account 630465523 but will be reimbursed when the grant funds are released in 2027.

EXHIBITS

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

Respectfully submitted:

Stephen D. Gay General Manager Water Utilities
and Street Operations
940-349-8086

For information concerning this acquisition, contact: Terrance Jones 940
349-7273. Legal point of contact: Susan Keller at 940-349-8132

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON, TEXAS AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) FOR THE WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM IN AN AMOUNT UP TO $35,000,000 FOR THE FUNDING OF AN ADVANCED METERING INFRASTRUCTURE PROJECT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE OF THE CITY FOR THE PURPOSES OF FURNISHING SUCH INFORMATION AND EXECUTING SUCH DOCUMENTS AS MAY BE REQUIRED IN CONNECTION WITH SUCH GRANT APPLICATION AND THE RULES OF THE TWDB, AND TO TAKE THOSE ACTIONS NECESSARY IN CONNECTION WITH SUCH APPLICATION, AWARD AND ADMINISTRATION OF THE GRANT; DESIGNATING THE CITY'S FINANCIAL ADVISOR, ENGINEER AND BOND COUNSEL AND AUTHORIZING THEM TO AID, ASSIST AND APPEAR ON BEHALF OF THE CITY BEFORE TWDB; APPROVING THE TWDB APPLICATION FILING AND AUTHORIZED REPRESENTATIVE RESOLUTION DOCUMENT AND THE EXECUTION THEREOF BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Water Development Board's mission is to provide leadership, technical services, and financial assistance to support planning, conservation and responsible development of water for Texas; and

WHEREAS, House Bill 500, passed during the 89th Legislative Session, appropriated $1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board (TWDB) as a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply and water infrastructure projects; and

WHEREAS, the City of Denton, Texas (the "City") has developed the necessary application materials and desires to apply to the TWDB for a grant in an amount not to exceed thirty-five million dollars ($35,000,000) to fully fund, with no city matching funds required, an advanced metering infrastructure project for the City of Denton; and

WHEREAS, in accordance with the rules and regulations for making such application to the TWDB, a resolution in the form attached hereto as Exhibit A must be approved by City Council; and

WHEREAS, the Public Utilities Board reviewed the proposed grant application and project on July 13, 2026, and forwarded its recommendation to the City Council; and

WHEREAS, the City Council finds it is in the best interest of the City to submit an application for the purpose stated above; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals are hereby incorporated and made part of this resolution for all purposes.

SECTION 2. Submittal of the application for the Water Supply and Infrastructure Grant Program by the City is hereby approved and authorized.

SECTION 3. The City Manager or designee is hereby designated the authorized representative of the City to take those actions necessary in connection with such application, award and administration of the grant, including for the purposes of furnishing such information and executing such documents as may be required in connection with such grant application and the rules of the TWDB and to act on behalf of the City of Denton in all matters related to the grant application, receipt of funds, and any subsequent agreements and projects that may result.

SECTION 4. The City Manager, together with the City's Bond Counsel, Financial Advisor, and Engineers named in such application are hereby authorized to appear before the TWDB in support of such application and project.

SECTION 5. The City Manager is further specifically authorized to make the required assurances to the TWDB in accordance with the rules, regulations and policies of the TWDB.

SECTION 6. The Application Filing and Authorized Representative Resolution attached hereto as Exhibit A is hereby approved and the Mayor is hereby authorized to sign such resolution.

SECTION 7. The funds will be used solely for the purposes for which they are intended under the grant.

SECTION 8. This resolution is effective immediately upon its passage.

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

This resolution was passed and approved by the following vote [__ – __ – __]:

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

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

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller
Digitally signed by Susan Keller
Date: 2026.07.15 11:50:00 -05'00'

BY: _____

Texas Water Development Board - Water Supply and Infrastructure Grant



Kyle Pedigo
Planning & Engineering Division Manager

File ID 26-1057 July 21, 2026

Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant

- TWDB's Water Supply and Infrastructure Grant (WSIG)
  - Established under House Bill 500 of the 89th Legislature
  - Provides 100% Grant, no local match required
  - Funds exclusively used for water supply and infrastructure projects (wastewater, drainage, or flood control projects are not allowed).
  - Application deadline is July 30, 2026

- Eligible Costs
  - Projects must address water loss, a TCEQ violation, or provide additional water supply
  - Denton is eligible to receive up to $35,000,000, based on population
  - Construction funding (project planning and design costs are not eligible)
  - Projects must be ready to proceed (i.e., "Shovel Ready")

Advanced Metering Infrastructure (AMI) Implementation Program

- On April 21, 2026, City Council awarded the AMI Implementation Program ($26,000,000)
  - Addresses water loss
  - Shovel ready
  - Scheduled to begin in September 2026
  - Two-year implementation schedule

- Staff is working on an amendment to the AMI contract to include new meter boxes and necessary operational equipment



WSIG Timeline

Application Deadline: July 30, 2026

Grant Commitments: Fall 2026

Grant Closing: Winter 2026 to Spring 2027

Construction must be complete by February 2031



Recommendation and Next Steps

Staff Recommendation:

City Council approval of a resolution authorizing the submission of an application to the Texas Water Development Board Water Supply and Infrastructure Grant Program for funding of the Advanced Metering Infrastructure Implementation Program; authorizing the City Manager, or designee, to execute all documents necessary to apply for, accept, and administer such funding if awarded.

Next Steps:
Application Deadline: July 30, 2026
Grant Closing: Q2 to Q3 FY 2027



Questions?



File ID 26-1057 July 21, 2026