City of Denton

Meeting Agenda

City Council

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

Tuesday, August 4, 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, August 4, 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 26-0070 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 26-1084 Receive a report, hold a discussion, and give staff direction regarding a policy on data center developments, including a temporary moratorium.

[Estimated Presentation/Discussion Time: 45 minutes]

Attachments: Exhibit 1- Agenda Information Sheet
Exhibit 2- Presentation
Exhibit 3- ISR 2026-039

B. ID 26-0969 Receive a report, hold a discussion, and give staff direction regarding the City of Denton's 90th State Legislative Program.

[Estimated Presentation/Discussion Time: 60 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - 90th Legislative Session Program (Draft)
Exhibit 3 - Presentation

C. ID 26-1196 Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2026-27 preliminary Capital Improvement Program.

[Estimated Presentation/Discussion Time: 60 minutes]

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

D. ID 26-0628 Receive a report, hold a discussion, and give staff direction on pending City Council requests for:

1) Quakertown Memorial Fund

[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 26-1102 Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 26-1202-477 styled "Robert Garcia v. McCarthy Building Companies, Inc., Courtney Kelly and City of Denton" pending in the 477th Judicial District Court, Denton County, Texas; 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 the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.

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 26-1203 Proclamation - New Driver Safety Week

B. ID 26-1204 Proclamation - Gun Safety Awareness Month

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

A. Review of procedures for addressing the City Council.

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

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

A. ID 26-1067 Pat Smith regarding an update on Serve Denton.

B. ID 26-1179 Tracy Duckworth regarding homelessness.

C. ID 26-1209 Anna Taus regarding Mass Surveillance and ALPR contracts the city/police have.

D. ID 26-1212 Miles Bedlan regarding tax incentive for Krateo Sky.

E. ID 26-1213 Willie Hudspeth regarding the selection for City Manager.

F. ID 26-1217 Larry Lawrence regarding keeping Ms. Ogden permanent as City Manager.

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

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

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

4. CONSENT AGENDA

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

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

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

A. ID 26-0046 Consider approval of the minutes of the July 14, 2026, Special Called Meeting and the July 21, 2026, Regular Meeting.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - July 14, 2026 Special Called Meeting Minutes
Exhibit 3 - July 21, 2026 Regular Meeting Minutes

B. ID 26-1183 Consider approval of a resolution of the City of Denton appointing one member to the Denton County Housing and Homelessness Leadership Team; and providing an effective date.

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

C. ID 26-1236 Consider a nomination/appointment to the City of Denton Airport Advisory Board.

Attachments: Exhibit 1 - Agenda Information Sheet

D. ID 26-1234 Consider a nomination/appointment to the City of Denton Board of Ethics.

Attachments: Exhibit 1 - Agenda Information Sheet

E. ID 26-1233 Consider a nomination/appointment to the City of Denton Planning and Zoning Commission.

Attachments: Exhibit 1 - Agenda Information Sheet

F. ID 26-1215 Consider a nomination/appointment to the City of Denton Zoning Board of Adjustment.

Attachments: Exhibit 1 - Agenda Information Sheet

G. ID 26-1237 Consider a nomination/appointment to the City of Denton Zoning Board of Adjustment.

Attachments: Exhibit 1 - Agenda Information Sheet

H. ID 26-1171 Consider approval of a resolution of the City of Denton excusing the July 13, 2026 meeting absence of a Historic Landmark Commission Member; and providing an effective date.

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

I. ID 26-1172 Consider approval of a resolution of the City of Denton excusing the June 8, 2026 meeting absence of a Public Utilities Board Member; and providing an effective date.

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

J. ID 26-1173 Consider approval of a resolution of the City of Denton excusing the June 10, 2026 meeting absence of a Planning & Zoning Commission Member; and providing an effective date.

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

K. ID 26-1175 Consider approval of a resolution of the City of Denton excusing the July 6, 2026 meeting absence of a Parks, Recreation & Beautification Board Member; and providing an

effective date.

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

L. ID 26-1214 Consider approval of a resolution of the City of Denton excusing the July 22, 2026 meeting absence of a Planning & Zoning Commission Board Member; and providing an effective date.

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

M. ID 26-1180 Consider adoption of an ordinance authorizing the City Manager to execute and administer Affordability Incentive Agreements on behalf of the City of Denton, for zoning incentives as described in Section 2.12 of the Denton Development Code as eligible; and providing an effective date.

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

N. ID 26-1098 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager or designee to execute a development agreement with Denton Enterprise Owner, LLC ("Developer") wherein the Developer will design and construct certain street perimeter improvements along Westcourt Road and Springside Drive as a requirement of the Denton Enterprise Logistics development; construct two lanes of Westcourt Road extending to Airport Road in lieu of constructing a bridge at Corbin Road; the City will acquire the necessary Right-of-Way for the Westcourt Road extension; with city participation not-to-exceed $866,067.00 for the construction of the roadway improvements; and providing an effective date.

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

O. ID 26-1060 Consider adoption of an ordinance of the City of Denton a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute a temporary License between the City of Denton and North Texas State Fair Association, a Texas nonprofit corporation, for the use of temporary housing and grazing of horses for the installation of a temporary agricultural/security fence during the annual North Texas Fair and Rodeo, being 5.603 acres of land situated in the Robert Beaumont Survey, Abstract No. 31, in Denton County, Texas; and providing an effective date.

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

P. ID 26-1142 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a fifth amendment to a Professional Services Agreement between the City of Denton and Halff Associates, Inc., amending the contract approved by the City Council on November 15, 2022, in the not-to-exceed amount of

$1,144,280.00; amended by Amendments 1-4 approved by City Council and Purchasing; said fifth amendment to provide for additional right-of-way acquisition services in relation to the Westgate Drive Reconstruction Project Phase 2 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (File 7599-011 - providing for an additional fifth amendment expenditure amount not-to-exceed $98,600.00, with the total contract amount not-to-exceed $1,386,570.00). The Public Utilities Board recommends approval (4 - 0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Original Ordinance, Contract, Ordinances, and Amendments 1-4
Exhibit 3 - Ordinance and Amendment 5

Q. ID 26-1148 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 9015 for School Crossing Guard Program Services for the Transportation Services Department, and providing an effective date (RFP 9015).

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

R. ID 26-1146 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a contract between the City of Denton and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, primary vendor, and Cogent Infotech Corporation, secondary vendor, amending the contract approved by City Council on November 2, 2021, in the not-to-exceed amount of $700,000.00; said second amendment to continue to provide temporary professional labor services and additional spending authority for the Procurement Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 7717 - providing for an additional second amendment expenditure amount not-to-exceed $126,000.00, with the total contract amount not-to-exceed $875,000.00).

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

S. ID 26-1145 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a contract between the City of Denton and Mustang Apparel, Inc. dba Incentive Brands, amending the contract approved by City Council on July 28, 2020, in the not-to-exceed amount of $1,450,000.00; said second amendment to continue to provide additional spending authority for workwear for the Procurement Department; amended by Amendment 1 approved by City Council; providing for the expenditure of funds therefor; and providing an effective date (RFP 7315 - providing for an additional second amendment expenditure amount not-to-exceed $362,500.00, with the total contract amount not-to-exceed $1,812,500.00).

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

T. ID 26-1144 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for SCADA Maintenance and Services for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9011 - awarded to McKim & Creed, Inc. and Prime Controls, L.P., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $400,000.00). The Public Utilities Board recommends approval (4-0).

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

U. ID 26-1143 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager for the emergency purchase of the turbo repair and overhaul for the Denton Energy Center; and providing an effective date (File 9094 - awarded to Accelleron US Inc., in the not-to-exceed amount of $354,615.84). The Public Utilities Board recommends approval (4 - 0).

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

V. ID 26-1080 Consider the adoption of an ordinance of the City of Denton granting Denton Parks Foundation a noise exception for the Dog Days of Denton event on Saturday, September 12, 2026, from 9:00 a.m. to 2:00 p.m. at Quakertown Park and the Civic Center Pool; and providing an effective date.

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

W. ID 26-1082 Consider the adoption of an ordinance of the City of Denton granting Denton High School Bronco Band a noise exception for the DHS Bronco Band Summer March-a-thon event on Saturday, September 19, 2026, from 11:00 a.m. to 1:00 p.m. at the Downtown Courthouse Lawn; and providing an effective date.

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

X. ID 26-1081 Consider the adoption of an ordinance of the City of Denton granting Ganesh Immersion a noise exception for the Ganesh Immersion event on Saturday, September 19, 2026, from 8:30 p.m. to 10:30 p.m. at North Lakes Park; and providing an effective date.

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

Y. ID 26-1083 Consider the adoption of an ordinance of the City of Denton granting Andersons Eatery

and Distillery a noise exception for the Sabor y Motor Fest event on Sunday, October 4, 2026, from 12:00 p.m. to 8:00 p.m. at Andersons Eatery and Distillery; and providing an effective date.

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

Z. ID 26-1039 Consider approval of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager, or their designee, to protest water rights applications filed with the Texas Commission on Environmental Quality or its successor agency; ratifying past water rights application protests; and providing an effective date.

Attachments: Exhibt 1 Agenda Information Sheet
Exhibit 2: Ordinance

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 26-1153 Consider adoption of an ordinance of the City of Denton authorizing the execution of an agreement and the expenditure of General Funds to support the development of a Strategic Plan by the Meadows Mental Health Policy Institute for the 90th Texas State Legislature for the implementation of a Denton County Mental Health & Jail Diversion Center Pilot; authorizing the expenditure of funds in an amount not to exceed $10,000.00; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 – Ordinance and Proposal
ID 26-1153 - Exhibit 3 - Presentation

6. 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 29, 2026, in advance of the three (3) business day posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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: August 4, 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: **Development Services**

CM/DCM/ACM: **Kenneth Hedges**

DATE: **August 4, 2026**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding a policy on data center developments, including a temporary moratorium.

BACKGROUND

On May 14, 2026, Mayor Pro Tem Stevens submitted a two-minute pitch proposing a work session to evaluate the City's policy framework for AI data center developments, which the City Council approved on June 2, 2026. Following the issuance of Informal Staff Report (ISR) 2026-039 on June 26, 2026, the Agenda Committee directed staff to present this as a work session. The primary objective is to discuss options for future data center applications, including a potential temporary moratorium to evaluate whether operational infrastructure demands, environmental impacts, and financial returns align with initial projections.

In the data center field, data centers are generally categorized into Enterprise, Colocation, Hyperscale, and Edge facilities. Specialized facilities like High-Performance Computing (HPC)/AI and Crypto Mining are informally categorized as "Tier 0" because these facilities do not always fit into the general categorization noted above. Denton currently has two approved large-scale Tier 0 data center projects on city-owned property. Core Scientific, Inc., a warehouse data center for HPC/AI, leases approximately 78 acres with a Power Purchase Agreement (PPA) for up to 391 MW peak electrical load and utilizes a closed-loop cooling system. WAHA / Qumulus AI, a modular data center for crypto mining, leases 4 acres with a PPA for up to 20 MW peak load capacity and utilizes an air-cooling system. Both projects pay 100% of power and transmission costs, acquire Renewable Energy Credits (RECs) for their full annual power consumption, and have complied with existing Denton Development Code (DDC) standards.

Historically, DME had the capacity to handle larger data center loads, but based on recent studies, regional transmission overloads have caused DME to analyze each additional large-scale connections. DME has proposed $300 million in transmission projects to ERCOT to resolve these issues by 2031 at the earliest and are awaiting ERCOT's response to those projects. Regarding water usage, staff recommends requiring closed-loop systems for future HPC/AI data centers to protect resources, as these systems use significantly less water than evaporative cooling, and do not pose a significant threat to the City's long term water supply as these types of systems use amounts at levels similar to other commercial uses in the City.

Financially, the two existing data centers have generated substantial revenue, including over $3.1 million in combined property taxes, $475,000 in sales tax, and $8.8 million in electric return on investment (ROI) and franchise fees.

Data center land uses were formally incorporated into the DDC on September 20, 2022. The DDC categorizes them into two types: Modular Data Centers, which require a Specific Use Permit (SUP) in Light Industrial (LI), Heavy Industrial (HI), and Public Facilities (PF) districts, and Warehouse Data Centers, which are permitted by-right in General Office (GO), LI, HI, and PF districts, and by SUP in Mixed-Use Regional (MR), Suburban Corridor (SC), and Highway Corridor (HC) districts. Both types must adhere to development standards, including screening from rights-of-way and residential districts, a minimum 100-foot setback from residential property lines, sound limits capped at either 60 dBA or 3dBA above the ambient noise level at property lines, and lighting restrictions.

Under Texas Local Government Code (TLGC) Chapter 212, which was amended by House Bill 2559 effective September 1, 2025, imposing a temporary development moratorium comes with a number of legal and procedural requirements. Due to vested rights regulations in TLGC Chapter 245, a municipality cannot halt applications filed prior to the adoption of a moratorium. Additionally, a development may request a waiver from the moratorium if they have a claim under an existing development agreement or are able to provide the public facilities that are identified as lacking at the landowners cost.To proceed, the City must adopt written findings proving a severe shortage of essential public facilities limited to water, sewer, drainage, or roadways, a need for other public facilities which could include electricity, or specific risks to public health, safety, and welfare. The procedural timeline requires a 30-day public notice, two separate public hearings spaced at least 30 days apart, and two ordinance readings spaced no less than 28 days apart. Adoption requires a supermajority vote of at least three-fourths of all Council members. If adopted, a moratorium is restricted to 180 days (90 days initially with opportunity for one 90-day extension) and cannot be re-imposed on the same geographic area for two years.

If City Council directed staff to initiate a moratorium, the City's strongest basis for the moratorium would be on the need for other public facilities for electric capacity (TLGC 212.1351) and a need to updated zoning ordinances (TLGC 212.1352). Staff would further refine the evidence and justification following public hearings and include those written findings in the adopting ordinance for a moratorium. There may be additional expenses incurred by the City in establishing the evidence needed to support the moratorium.

Alternatively, the DDC standards currently in place for data centers (summarized above) could be modified to further restrict the districts where the use is permitted, impose additional use-specific standards, and/or require a SUP in more or all instances. These options are further detailed below. As a type of zoning change, amendments to the DDC require two public hearings (one at the Planning and Zoning Commission and one at City Council), but once those changes are made, they would remain in effect until such time as the Council chooses to amend the regulations.

OPTIONS

1. **Initiate Moratorium Proceedings:** Direct staff to prepare written findings, issue statutory 30-day public notices, and schedule two public hearings to pursue a temporary moratorium under TLGC Chapter 212. The fastest available timeline to implement a moratorium would have initial public hearing on September 22, 2026, and the moratorium would go into effect on December 2, 2026. See Estimated Schedule below for more details.
2. **Pursue Specific Denton Development Code (DDC) Text Amendments:** Direct staff to initiate DDC amendments through the Development Code Review Committee (DCRC) and/or provide amendments directly to Planning & Zoning Commission if a faster timeline is desired. Potential amendments include:
    a. **Require an SUP for All Data Center Uses:** Eliminate by-right status across all zoning districts to guarantee public hearings and discretionary Planning and Zoning Commission and City Council review for every project.

b. **Restrict Allowed Zoning Districts:** Eliminate Warehouse Data Centers as an allowed use (by-right or SUP) in General Office (GO), Mixed-Use Regional (MR), Suburban Corridor (SC), and Highway Corridor (HC) districts, confining them strictly to Industrial (LI, HI) and Public Facilities (PF) zoning districts, the same as Modular Data Centers.
c. **Enhance Use-Specific Standards, possible additions could include:**
    i. Mandate closed-loop or free-air cooling systems to eliminate high-volume evaporative water consumption.
    ii. Require mandatory water/wastewater capacity and utility loading impact studies during development review.
    iii. Increased setbacks from existing residential uses, stricter lighting requirements, or other potential nuisance abatement measures.

As noted in the Estimated Schedule below, the amendments noted herein could be prepared in a reasonably expeditious time frame. If DCRC review is desired, then Staff could target the August 24, 2026 meeting date for this discussion in order to keep to the public hearing schedule below.

3. **Combination / Hybrid Approach:** Direct staff to begin drafting immediate DDC text amendments while beginning the process for initiating a moratorium. It should be noted that if the schedule below is achieved for the code amendment hearings, then the changes would be in place prior to the Moratorium taking effect, which would potentially impact the written justification/findings.
4. **Take No Action / Maintain Current Regulations:** Maintain current DDC standards and evaluate future data center applications under existing zoning, building, and electrical interconnection processes.

RECOMMENDATION

Staff seeks direction from the City Council regarding preferred options for regulatory updates, DDC amendments, or moratorium initiation.

ESTIMATED SCHEDULE OF PROJECT

Possible Moratorium Schedule

- August 18, 2026: City Council considers a resolution or ordinance setting a date for moratorium public hearings.
- September 22, 2026: Initial Public Hearing
- October 27, 2026: Second Public Hearing and 1st Reading of Moratorium Ordinance.
- December 2, 2026: Second Reading and Consideration of the Moratorium. Requires a supermajority for adoption.
- March 2, 2027: Moratorium ends unless extended for another 90 days. The moratorium can be extended for an additional 90-day period by holding another public hearing and adopting additional findings.

Possible DDC Amendment Schedule

- September 23, 2026: P&Z Public Hearing
- October 13, 2026: City Council Public Hearing
- October 27, 2026: Effective Date

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

May 14, 2026: Mayor Pro Tem Stevens submitted a 2-minute pitch regarding AI Data Center policy and moratorium discussion.
June 2, 2026: City Council approved pitch to schedule a future work session.
June 26, 2026: ISR 2026-039 issued.

FISCAL INFORMATION

Data center developments carry substantial financial implications including having a large impact on tax revenue, and also the franchise fees paid to the General Fund by DME. Approved facilities have generated over $780k in property taxes, $475k in sales taxes, $8.8M in electric ROI/franchise fees, and over $2M in city ground lease revenues. Major business personal property taxes on equipment/servers are anticipated to begin in FY 2026–27.

EXHIBITS

1. Agenda Information Sheet
2. Presentation
3. ISR 2026-039

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

Data Center Development Policy & Moratorium

Charlie Rosendahl
Development Services

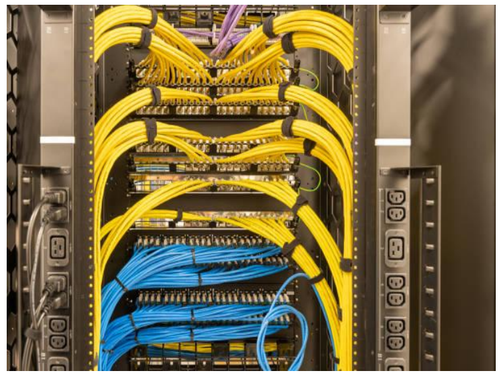
File ID 26-1084 August 4, 2026

Background

- **Timeline**
  - May 14- MPT Stevens submitted a 2-minute pitch
  - June 2- Council approved the 2-minute pitch
  - June 26- ISR 2026-039 was provided on data centers, and the agenda committee moved it forward to a work session.
- **Approved Pitch**
  - Have a discussion on the possibility of creating a policy on how the City of Denton approaches AI data facility applications moving forward.
  - This would include, but is not limited to, a discussion on a temporary moratorium on future applications for the purpose of evaluating whether the projected infrastructure demand, environmental impact, and financial return associated with the two currently approved AI data facilities align with their projections once operational.

What is a Data Center?

- A facility for housing computer systems and related equipment used for the storage and processing of large amounts of data. Scale/size/purpose vary. Common components:
  - IT Equipment – Servers, storage drives, network routers, etc.
  - Physical Infrastructure – Cooling systems, air conditioning, redundant power supply, etc.
  - Connectivity – Fiber optics and/or other connections into and out of the facility.
  - Security – Gated, physical barriers, fire suppression systems, etc.



What is a Data Center?

- Classified into Four Types:
  - Enterprise – Internal IT Operations
  - Colocation – Multi-Client/HPC/AI
  - Hyperscale – Cloud Services/HPC/AI
  - Edge – Low Latency Local Processing
- Standardized by Rating:
  - Do not apply to HPC/AI or Crypto Mining.
    Instead referred to as Tier 0 Data Centers.
- Enterprise Data Centers:
  - Common in Businesses/Organizations.
  - Number in City is Unknown.
  - Not covered in this Presentation.

Comparison of

Uptime Institute
Data Center Tier Classifications

Feature	Tier I	Tier II	Tier III	Tier IV
Basic Description	Basic Capacity	Redundant Components	Concurrently Maintainable	Fault Tolerant
Uptime Guarantee	99.671%	99.741%	99.982%	99.995%
Redundancy	N (No redundancy)	N+1	N+1	2(N+1)
Maintenance Shutdown Required	Yes	Yes	No	No
Protection Against	Human Error Only	Human Error + Some Equipment Failure	Human Error + Equipment Failure	All Planned/ Unplanned Events
Distribution Paths	Single	Single	Multiple	Multiple + Isolated
Fault Tolerance	None	Limited	Concurrent Maintenance	Full Fault Tolerance
Cooling Requirements	Dedicated Equipment	Redundant Cooling	Redundant + Maintainable	Continuous + Redundant
Key Components	UPS, Generator, Cooling	All Tier I + Redundant Power/Cooling	All Tier II + Multiple Paths	All Tier III + Physical Isolation
Typical Use Case	Small Business/Office	Growing Business	Enterprise	Mission-Critical Operations

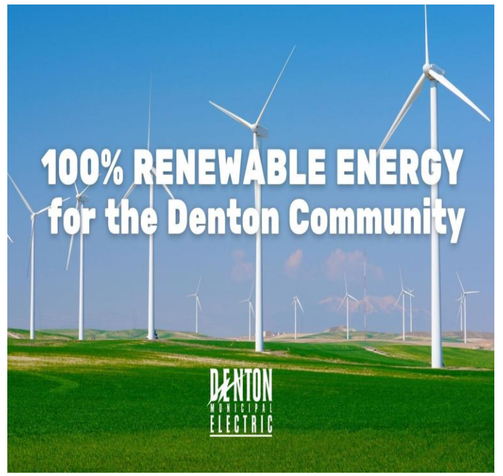
Source: The Uptime Institute's Data Center Tier Classification

What is a Data Center?

Tier 0/Hyperscale or Colocation Data Centers in Denton today:

- **Core Scientific, Inc.**
  - Warehouse Data Center for HPC/AI with up to 391 MW of electrical capacity.
  - Fixed Electrical Load – Load Factor of 94%.
  - Closed-looped cooling system.
  - Leasing approximately 79 acres of city-owned property.
  - Status – Nearing construction completion.
- **WAHA/Qumulus AI**
  - Modular Data Center for Crypto Mining with up to 20 MW of electrical capacity.
  - Variable Electrical Load – May shutdown instantaneously.
  - Air cooled system.
  - Leasing approximately 4 acres of city-owned property.
  - Status – Construction imminent.

Electric Impacts



- **Process**
  - Interconnection study required and >75MW require ERCOT approval.
    - <75 MW only require TSP approval. Can be other TSP providers (Oncor, Brazos, TNMP, and TMPA).
  - Obligation to Serve – DME and TSPs must serve with only limiting factor being capacity.
  - Developer pays full cost to interconnect unless improvements have ERCOT-wide benefits.
- **Capacity**
  - Recent studies show that Denton's electric transmission system was already running near its limits, even before new large developments came online.
  - New high-demand projects have increased the pressure on the system.
  - DME submitted improvement projects to ERCOT for review. If approved , DME can recover project costs once the upgrades are built and in service.
  - Following ERCOT decision, future DME transmission capacity for available growth will be clearer.

Water Impacts

- **Process**
  - Water distribution system modeling required.
  - Developer pays full cost of extending off-site infrastructure.
  - Water Impact Fees assessed based on meter size.

- **Data Center Water Usage**
  - Direct Evaporative Cooling (5-185 gallons/MWh)
    - 3,600,000 – 1,620,600,000 gallons*
  - Indirect Evaporative Cooling (211-555 gallons/MWh)
    - 151,920,000 to 4,861,800,000 gallons*
  - **Free-Air Cooling (zero, unless air is too dry)**
  - **Closed Loop System (3M to 5M gallons one-time; 60-100,000 annually)**

- **Capacity/Usage**
  - Total usage is 7 billion gallons per year.
  - Top 10 Customer Annual Usage (50-300M gal/year)
  - City has water capacity available for any closed-loop or free-air cooling system. Evaporative systems would be size-dependent.

*Based on a mid size data center (10,000 to 50,000 square foot and approximately 720,000 to 8,760,000 kWh per year)

Financials

Property-Based Revenues:

- Real Property
  - Data centers have paid over $3.1M in combined property taxes to Denton, Denton ISD, and Denton County. The City of Denton received about $780,000 of that total.
- Business personal property valuations (servers, equipment, etc.).
  - Taxable equipment (servers, hardware) is expected to become a major new revenue source in FY 2026–27.

Sales & Use Tax:

- Equipment purchases generate sales/use tax (varies by vendor and state exemptions).
- Data Centers have remitted approximately $475,000 in sales tax.

Operational Revenues:

- ROI & Franchise Fee
  - Data centers have provided over $8.8M in ROI/Franchise Fee revenue tied to electricity use.
- Land Leases
  - Core Scientific (78 acres) and WAHA/Qumulus (4 acres) leases have generated over $2M in lease revenue.

Revenue Comparisons:

- Fort Worth's 2024 data center property tax revenue totaled $83,018,299.
- Demonstrates the high revenue potential for cities with large data center campuses.

Zoning Background

- **Applicability**
  - City has zoning regulation of data centers inside city limits
  - Data center regulations would not apply to property in the ETJ

	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	
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

Data Center Zoning History

2021- Request to rezone city-owned property near the Denton Energy Center from PF District to LI District was approved to allow for a data center warehouse.

Director Determination was made the proposed use was consistent with “warehouse and wholesale facility” use.

Apr. 2022- Discussion brought to Development Code Review Committee.

Sep. 2022- amendments approved by City Council.

Data Centers Designations

Category	Modular Data Center	Warehouse Data Center
Definition	Modular structure(s) including but not limited to pods, shipping containers, cargo containers, and similar storage containers.	Building or buildings intended for large-scale storage of specialized computing systems and hardware.
Screening	Opaquely screened from ROW and residential use or zoning district.	Opaquely screened from ROW and residential use or zoning district.
Setbacks	Min 100 feet from an adjacent residential zoning district or an existing residential use.	Min 100 feet from an adjacent residential zoning district or an existing residential use.
Studies	Environmental noise and vibration assessment is required.	Environmental noise and vibration assessment is required.
Noise	No more than 60 dba measured at the property line; *OR* Not increase ambient noise level more than 3 dba.	No more than 60 dba measured at the property line; *OR* Not increase ambient noise level more than 3 dba.
Lighting	Shall not exceed one foot-candle at any property line. Building-mounted lights shall be installed so that light is directed downward.	Shall not exceed one foot-candle at any property line. Building-mounted lights shall be installed so that light is directed downward.
Landscaping	Adjacent to residential uses require a minimum 30-foot-wide landscape buffer. Subject to minimum tree and landscape coverage requirements.	Adjacent to residential uses require a minimum 30-foot-wide landscape buffer. Subject to minimum tree and landscape coverage requirements.
Other	At least two elements from landscape buffer Table 7.E.	In MR and SC Zoning Districts, use shall be limited to a maximum of 55,000 sq ft of gross floor area per lot. Nonresidential and Mixed-Use Building Site and Building Design Standards.

Moratoriums in Texas

- What is a Moratorium?
  - Temporary pause on accepting or processing new development applications.
  - Moratorium cannot halt or invalidate already-filed applications (Vested under TLGC Chapter 245).
  - Limited to a defined geographic area which can be City limits and/or ETJ to the extent City has authority.

- Legal Basis (TLGC Chapter 212)
  - A municipality may impose a moratorium only if supported by specific findings related to:
  - Shortage of essential public facilities (water, sewer, drainage, or streets) (TLGC 212.135)
  - **Significant need for other public facilities (police, fire, or electric) (TLGC 212.1351)**
  - **Commercial moratorium for a need to update land development ordinances(TLGC 212.1352)**
    - Could not apply to property zoned for Heavy Industrial.

- Requirements for Imposing a Moratorium
  - City's must submit written findings supporting the necessity of the moratorium at adoption.
  - Written findings vary depending on the legal basis for the moratorium, but generally include evidence for why existing regulations are inadequate, the need to prevent the development from causing overcapacity of infrastructure, and the goals or working plan for achieving the objectives of a moratorium to address these issues.

Moratorium Process

Texas State Requirements (TLGC 212.134)

- ❑ **30-Day Notice Rule:** A municipality must publish a public hearing notice in the newspaper at least 30 days before holding each statutory hearing, with the dates set by resolution or ordinance.
- ❑ **Two Public Hearings:** The municipal governing body must conduct two separate hearings. The second public hearing cannot be held before the 30th day after the first hearing.
- ❑ **28-Day Reading Gap:** Initial reading must begin within 12 days of the second hearing. The adopting ordinance requires at least two separate readings spaced no less than 28 days apart.
- ❑ **Written Findings:** City must provide written findings for the moratoriums in the adopting ordinance.
- ❑ **Supermajority Vote:** To officially take effect, the ordinance must receive an affirmative vote of at least three-fourths of all members on the final reading.

8/18	**Resolution for Public Hearing** Council consideration of a resolution or ordinance setting the date for the first hearing.
8/22	**Newspaper Publication** Publish notice of public hearings in paper(starts the 30-day clock
9/22	**First Public Hearing** First public hearing related to the proposed moratorium.
10/27	**Second Public Hearing & 1st Reading** City Council holds 2nd hearing and first reading.
12/2	**Final Adoption & 2nd Reading** Requires a 3/4ths Council supermajority to adopt.
March	**Extension Public Hearing** Required to extend the moratorium to max 180 days. Must address why additional time is needed.
5/31	**Moratorium Ends** No additional moratoriums for Data Center for 2 years.

Possible DDC Amendments

- Current Zoning

	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	
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J

- SUP and Benefits
  - Land-use tool that allows the City to evaluate case-by-case.
  - Provides City Council additional information in decision-making.
  - Adds transparency through public hearings.
  - Allows Council to approve, modify, or deny based on community compatibility.

- Possible DDC Amendments
  - Require SUP for any zoning district
  - Further restricting allowed zoning districts
    - Only allow in other non-residential zoning (GO, LI, HI, and PF) with the SUP
  - Additional Use Specific Standards
    - Water and Wastewater Loading
    - Require closed-loop or free-air cooling systems

Sep 12

Newspaper Publication
Publish notice of public hearings in the local newspaper.

Sep 23

First Public Hearing
P&Z holds first public hearing and makes a recommendation.

Oct 13

Second Public Hearing
City Council holds public hearing.

Oct 27

Effective Date
DDC amendments become effective.

What Are Other Cities Doing?

City	Zoning	Screening	Noise	Setbacks	Lighting / Operations
Denton (Current)	Modular: SUP in LI, HI, PF Warehouse: Permitted in GO, LI, HI, PF. SUP in MR, SC, HC	Screen equipment, structures, storage areas from residential uses and ROW. Landscaping along all rights-of-way. Plus DDC Requirements.	Not to exceed 60 dBA at property line OR not cause an increase of 3 dBA of ambient noise.	Structures, on-site equipment, and outdoor storage area 100’ from residential zoning district / residential use.	Standard DDC Requirements – not to exceed 1 foot-candle at any property line.
Lewisville	Industrial Districts with an SUP only.	Unified Development Code / To be reviewed with each SUP.	Unified Development Code / To be reviewed with each SUP.	Unified Development Code / To be reviewed with each SUP.	Unified Development Code / To be reviewed with each SUP.
Fort Worth (Proposed)	Light, Medium, and Heavy Industrial Districts.	Adjacent to residential 50’ buffer with screening fence and row of evergreen shrubs.	Not to exceed 5 dBA above the pre-development ambient noise.	Building setback 250’ / Generators 300’ from residential district / use.	Zero foot-candles within 150 feet of residential use or district.
San Marcos	Not permitted in any zoning district.	N/A	N/A	N/A	N/A
Irving, TX	No longer permitted by-right; allowed strictly via Conditional Use Permit.	Subject to specific UDC design and compatibility standards. Rooftop screening required to be one foot taller than mounted equipment.	Must meet Irving's standard noise/performance limits.	Minimum 300-foot setback from any residentially zoned land.	Freestanding light fixtures shall not exceed 20 feet in height within 50 feet of any residential zoning district, 25 feet in height within 50 to 150 feet of any residential zoning district, and 35 feet in all other location
North Richland Hills, TX*	Tiered System: General (>10k SF) vs. Small-scale (≤10k SF). Small-scale requires an SUP.	Equipment must be fully enclosed within a building. If not mechanically feasible, must be heavily screened.	Generator testing restricted to daytime hours.	100-foot setback from residential property lines if equipment is not fully enclosed.	Enclosure-focused; open-air components strictly limited.
Hutto, TX	PUD / Special Districts: Controlled heavily through custom Planned Unit Developments.	Substations must be enclosed by a solid masonry fence at a minimum height of 6 feet to conceal equipment.	Must comply with standard City Noise Ordinance.	Typically 120+ feet of buffer/ROW plus additional landscape and building setbacks.	Landscaping, height, and site design standards managed through the UDC.

*Currently reviewing updates and considering an SUP for all data centers.

City Council Options

1. **Move forward with initiating public hearings and next steps for a moratorium.**

2. **Modify DDC for land use and add specific use standards to address concerns raised regarding data centers.**

   A. Require a Specific Use Permit for all Data Center Uses in any District.

   B. Remove Warehouse Data Centers from all Corridor, Mixed-Use Zoning Districts, and General Office Districts.

   C. Add specific use standards to require:
      - Water and wastewater loading studies.
      - Require closed-loop or free-air cooling systems.

3. **Combination or Other Options.**

QUESTIONS?

INFORMAL STAFF REPORT
TO AGENDA COMMITTEE

SUBJECT:

Data Center Developments

EXECUTIVE SUMMARY:

This ISR provides a review of departmental policies and processes related to data centers within the City of Denton. Each department has provided a summary of their current state and any staff recommendations that City Council may desire to consider in the future.

BACKGROUND:

On June 2, 2026, Council Member Stevens proposed a future work session to discuss the possibility of creating a policy on how the City of Denton approaches AI data center applications moving forward. This would include, but is not limited to, a discussion on a temporary moratorium on future applications for the purpose of evaluating whether the projected infrastructure demand, environmental impact, and financial return associated with the two currently approved AI data facilities align with their projections once operational.

Given the confidential and proprietary nature of the City's Power Purchase Agreements with both Core Scientific, Inc. and WAHA/Qumulus Ai, responsive information specific to these entities will be discussed with City Council in closed session as part of this year's budget process. Electric and water usage data related to both entities is protected under federal and state law.

DISCUSSION:

What is a Data Center?

Data centers are generally classified into four types: (1) Enterprise – Internal IT operations; (2) Colocation – Shared hosting for multiple clients; (3) Hyperscale – Cloud services and AI workloads; and (4) Edge – Low latency local processing. These classifications are not mutually exclusive and overlapping commonly occurs. Over the last several years, there has been a significant decrease in internally hosted enterprise data centers due to increased reliance on cloud and collocated infrastructure. A High-Performance Computing (HPC) or AI data center may be classified as a colocation and/or a hyperscale data center. A Crypto Mining data center does not meet any of the above four categories.

Data centers are further standardized by the following rating system:

Comparison of

Uptime Institute Data Center Tier Classifications

Feature	Tier I	Tier II	Tier III	Tier IV
Basic Description	Basic Capacity	Redundant Components	Concurrently Maintainable	Fault Tolerant
Uptime Guarantee	99.671%	99.741%	99.982%	99.995%
Redundancy	N (No redundancy)	N+1	N+1	2(N+1)
Maintenance Shutdown Required	Yes	Yes	No	No
Protection Against	Human Error Only	Human Error + Some Equipment Failure	Human Error + Equipment Failure	All Planned/ Unplanned Events
Distribution Paths	Single	Single	Multiple	Multiple + Isolated
Fault Tolerance	None	Limited	Concurrent Maintenance	Full Fault Tolerance
Cooling Requirements	Dedicated Equipment	Redundant Cooling	Redundant + Maintainable	Continuous + Redundant
Key Components	UPS, Generator, Cooling	All Tier I + Redundant Power/Cooling	All Tier II + Multiple Paths	All Tier III + Physical Isolation
Typical Use Case	Small Business/Office	Growing Business	Enterprise	Mission-Critical Operations

Source: The Uptime Institute's Data Center Tier Classification

The above rating system was developed for traditional data centers and is generally not applicable to HPC/AI or Crypto Mining data centers. An unofficial, but commonly used rating of Tier 0, is generally applied to HPC/AI or Crypto Mining data centers even though components of these data centers may fall within the Tier I-IV ratings.

In the City of Denton ("the City"), the number of Enterprise data centers is unknown but are commonly found in organizations such as federal, state and local governments, and private companies operating in the city. The policies, processes or staff recommendations in this ISR do not apply to these common and small data centers, which are essential for daily operations in these organizations and incorporated into buildings already governed by other local regulations.

For the types of data centers (Colocation and Hyperscale) addressed in this ISR, there are two within its city limits: (1) Core Scientific, Inc. – HPC/AI data center; and (2) WAHA/Qumulus Ai – Crypto Mining data center. Both data centers would be commonly referred to as Tier 0 data centers although components may fall within the Tier I-IV ratings. Core Scientific, Inc. data center has entered into a Power Purchase Agreement (PPA) with the City for a peak load power capacity up to 391 MWs including the acquisition of Renewable Energy Credits (RECs) for the full annual power consumption and leased approximately 78 acres of city-owned property. Construction of this data center is nearing completion although maximum capacity available is 297 MWs until local transmission overloads are resolved. The WAHA/Qulumus AI data center has entered into a PPA with the City for a peak load power capacity up to 20 MWs including the acquisition of RECs for the full annual power consumption and leased approximately 4 acres of city-owned property. Construction of this data center has not yet begun but is anticipated within 90 days. Both data centers pay 100% of power and transmission costs, including any transmission interconnection and improvement costs. Each data center has met all Denton Development Code requirements and has been classified as either a warehouse data center (Core Scientific, Inc.) or a modular data center (WAHA/Qumulus Ai). Additional information regarding DDC requirements will be covered in the Development Services section of this ISR.

Finally, in ERCOT, data centers for Crypto Mining and HPC/AI are generally considered Large Loads if they are one or more facilities at a single site with an aggregate peak demand of 75 MW or more behind one or more common points of interconnection. A Large Load could also be an industrial or manufacturing facility, a Hydrogen and Electrofuel production facility, an Oil and Gas field electric infrastructure, and historical industrial loads like chemical plants and steel mills. These Large Loads must apply to ERCOT for interconnection, but the process is initiated by the Transmission Service Provider (TSP). For Large Loads below 75 MWs, the interconnection process is handled by the TSP. In the majority of the City, DME is the TSP although Oncor and TMPA (Texas Municipal Power Agency) also own and operate transmission assets in the area.

DISCUSSION:

Denton Municipal Electric

Beginning in 2021, data center development for Crypto Mining began in earnest in the United States due to prohibitions in China. Texas became an attractive location due to the availability of land, low electric prices, favorable business climate, and ample natural resources. For DME, like many other electric utilities (private and public), data center development had always been an attractive load due to their high load factors and stable power consumptions. In the case of Crypto Mining data centers, these loads also offered the ability to “throttle down” during power scarcity periods due to their high price sensitivity and, in an “energy only” market like ERCOT, served as catalysts for further power generation development in the State. However, like other electric utilities, processes and rates/tariffs were not in place to systematically address these large loads so the use of PPAs became a strategic solution along with incorporating lessons learned by others that were early implementers and the use of external legal advisers with experience in data center developments. Additionally, given DME’s must-serve obligation and, at that time, ample electric infrastructure capacity, the two current data centers were brought forward to City Council for

consideration. Since that time, and certainly accelerated by these developments, known transmission system overloads have since posed a limitation to serving additional large loads. As of the writing of this ISR, DME has submitted to ERCOT proposed transmission projects totaling $300 million to resolve these overload issues. If approved, DME and either TMPA or Oncor would jointly construct these projects with an anticipated completion date of 2031, at the earliest. The projects would be reimbursable under the Transmission Cost of Service (TCOS) Tariff, and would be socialized across all of ERCOT and the City would earn a 6.21% rate of return in TCOS revenue. These details have been communicated to large load prospects with loads above 20 MWs and in most cases, interest by those prospects has all but disappeared. Lastly, ongoing state-wide and regional initiatives by ERCOT (known as the Batch Process) have further caused uncertainty in the data center market, along with generation supply considerations that would be required to meet these loads. According to ERCOT, there are currently over 410 GW of Large Loads (350 GW are data centers of which 80 GW in the DFW area) seeking interconnection and approximately 450 GW of active generation seeking interconnection (Battery, 177 GW; Solar, 162 GW; Wind, 48 GW; and Gas; 60 GW). Without additional generation, these large loads will not be interconnected.

Staff Recommendations (subject to legal review):

1. Formalized application process and the associated fees for data centers.
2. Unless superseded by State Law, PUCT regulations or ERCOT protocols, require data centers to pay 100% of all transmission and/or distribution interconnection costs and engineering studies.
3. When interconnecting into the local transmission system, require data centers to construct and operate onsite substations for internal load management.
4. Require that data center prospects provide evidence of site ownership or control.
5. Require that data center prospects provide evidence of an end use customer and that the development not be for speculation.
6. Require that data center prospects agree to a power security/collateral based on their MWh power consumption.
7. Require that data center prospects agree to make a one-time payment equal to one year's estimated energy consumption to fund a dedicated and restricted energy reserve. Such reserve will be created by the City Council and use restricted to protecting ratepayers in the event of revenue shortfalls from data center customers. Data center customers will not be entitled to this reserve, nor will payment be refundable.
8. Require that data center prospects be subject to any power curtailment mandated by ERCOT consistent with all other DME customers.
9. In conjunction with the FY 26/27 budget process, DME to propose a publicly available base rate tariff(s) based on a cost-of-service study for HPC/AI data centers.
10. For Crypto Mining data centers, if any, continue the use of a PPA to better negotiate mark-up costs but require that 100% of power and transmission costs be covered.
11. Create a confidential developer agreement that will govern proprietary and critical infrastructure operations between the developer and DME.

Economic Development

Data center prospects are evaluated like any other development prospects and eligibility for city incentives are evaluated on a case-by-case basis.

Staff Recommendations:

None

Water & Wastewater

The two data centers currently approved
are projected to use water that is either less or similar to other comparable users. This is due to their use of a closed loop cooling system or an air cooling system. For wastewater discharge, both data centers are subject to all city requirements applicable to any other development.

Staff Recommendations:

To reduce water usage, a closed loop cooling system should be required of all HPC/AI data centers. An air-cooling system may be better suited for Crypto Mining data centers and uses little to no water.

Development Services

In the Spring of 2022, the Development Code Review Committee (DCRC) held discussions regarding proposed Code amendments related to data center uses. Following discussion, the DCRC recommended the draft regulations be forwarded to the Planning and Zoning Commission and City Council for consideration. On September 20, 2022, the City Council voted to approved amendments to the DDC, incorporating land use regulations related to data centers and establishing the following regulations.

Zoning Regulations

The Denton Development Code (DDC) classifies data centers into two categories: Modular data centers and warehouse data centers.

Modular data centers are generally defined as the long-term storage of specialized computing systems and hardware within modular structure(s) including but not limited to pods, shipping containers, cargo containers, and similar storage containers that are used for the sole purpose of remote storing, gathering, processing, and/or analyzing large amounts of data information. Modular data centers are allowed with approval of a Specific Use Permit (SUP) in the Light Industrial (LI), Heavy Industrial (HI) and Public Facilities (PF) Zoning Districts.

Warehouse data centers are generally defined as a building or buildings intended for large-scale storage of specialized computing systems and hardware that are used for the sole purpose of remote storing, gathering, processing, and/or analyzing large amounts of data information. Warehouse data centers are permitted by right in the General Office (GO), Light Industrial (LI), Heavy Industrial (HI) and Public Facilities (PF) Zoning Districts, and are allowed with approval of a SUP in the Mixed-Use Regional (MR), Suburban Corridor (SC) and Highway Corridor (HC) Zoning Districts.

Both modular and warehouse data centers are considered to be Industrial Uses and are subject to Use-Specific Standards in the DDC.

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	
Industrial Uses																	
Data Center																	
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J

Use-Specific Standards applicable to modular data centers include:

- Additional landscaping requirements, including at least two elements from DDC Table 7.E: Landscape Area Point System, Section A Right-of-Way Elements be provided along all public rights-of-way.

Use-Specific Standards applicable to warehouse data centers include:

- Limited building size to a maximum of 55,000 square feet of gross floor area per lot in the Mixed-Use Regional and Suburban Corridor Zoning Districts.
- Requirements that all buildings comply with the design standards established in DDC Section 7.10.5: Nonresidential and Mixed-Use Building Site and Building Design.

Use-Specific Standards applicable to all data center uses include:

- Requirements that any modular structures, on-site electrical equipment, and any associated outdoor storage be screened from the public right-of-way and any adjacent residential use or zoning district.

- Requirements that any modular structures, on-site electrical equipment, and any associated outdoor storage area be setback no less than 100 feet from an adjacent residential zoning district or existing residential use, measured from the property line.
- Noise Regulations:
    - An environmental noise and vibration assessment is required with the initial application for all data center requests.
    - Data center operations, including any on-site equipment, shall not cause any noise more than 60 decibels measured at the property line *or* shall not cause an increase in the ambient noise level of the area more than 3 decibels.
- Any on-site electric substations are required to comply with DDC Section 7.13.7: Electric Substation Design.

There are no lighting specific standards for data centers. DDC Section 7.11.3.C has lighting standards specific to developments and the impact to adjacent properties. New developments in the City shall not exceed one foot-candle of light past the property line except in a few specific instances.

Moratorium

House Bill 2559 took effect on September 1, 2025 and changes the rules regarding development moratoriums for cities. The Texas Municipal League stated in their Second-Called Special Session Update published on August 29, 2025: "The effect of these changes is to make moratoria harder to adopt and sustain. Cities must now prepare for a months-long process involving extended notice, two hearings, multiple ordinance readings, and a supermajority vote before development can be paused due to a shortage of essential public facilities. Even if adopted, moratoria are capped at 180 days and cannot be repeated in the same area for two years". For data centers, , this means the City would need to present evidence for a justification under Texas Government Code 212.135, 212.1351, or 212.1352 demonstrating a need to prevent the shortage of essential public facilities and follow the procedures for adopting the moratorium.

Staff Recommendations:

The City was proactive and adopted land use regulations around data centers in 2022 which was recommended by DCRC and P&Z and ultimately approved by City Council. Ft. Worth recently adopted regulations that increased landscaping requirements adjacent to residential neighborhoods, added regulations around lighting, and provide for distance requirements of specific mechanical equipment. There are not many areas of the City where this land use would be allowed with adjacency to residential, however, if City Council desired, City staff could add an item to the DCRC workplan to discuss additional changes to the use specific requirements for data centers.

Fire Inspections

The Denton Fire Department Fire Marshal's Office (FMO) conducts plan reviews and inspections on all building permits issued for data centers. Additionally, the FMO reviews and issues fire permits, and conducts associated fire permit inspections. Fire permits that are typically required

(depending on site configuration, water availability, and building size) include permits for fire alarms, fire suppression systems, a fire pump, standpipes, private fire hydrants, and emergency responder radio coverage. Chapter 12 of the 2021 International Fire Code specifically regulates energy storage systems, fire suppression, and separation requirements for large battery banks, a critical component of data center infrastructure. Future iterations of the International Fire Code will include a specialized guideline (G12 – Data Center Guideline) for standardizing the design and construction practices of large data centers.

One of the most frequently documented challenges with data centers has been the lack of emergency apparatus access, particularly during construction. This challenge has also resulted in many staff hours conducting code checks that failed and subsequent follow-up inspections.

Staff Recommendations:

All City staff and community partners involved in data center projects should set clear expectations with developers that all adopted codes and ordinances shall be strictly followed. Developers should create an access plan for each phase of construction to ensure emergency access will be provided.

Streets Department

Data centers follow the same process for right of way improvements and street impact fees as any other development.

Staff Recommendations:

None.

Solid Waste

There is no significant impact to Solid Waste Operations. These facilities are consistent with other large commercial projects that during the construction phase utilize the roll-off service for construction related debris. During operation, they generate very little solid waste.

Staff Recommendations:

None.

Finance

Data centers represent a significant investment of capital and provide an opportunity for increased revenues for all local taxing jurisdictions, including the City. Applications for new data centers should include projected real and business property valuations, sales tax, land lease, franchise fee, and other economic benefits reasonably expected. This information provides staff and City Council a foundation for fiscally responsible decision making. Information regarding the status of property

tax assessments and projected revenues specific to the two existing data centers will be presented as part of the upcoming budget process. Preliminary assessed values have been provided by the Denton Central Appraisal District (DCAD), and staff are working to verify and analyze the data.

Staff Recommendations:

Finance recommends formalizing specific financial information requirements in the application process and explore thresholds for capital investment, job creation, and revenue expectations to ensure the scale and economic benefit is aligned with the financial risk.

Environmental Services

Construction-Environmental
May create noise, traffic congestion, dust, loss of green space, and aesthetic changes to the area. These items may be associated with general construction and are not specific to data centers.

Operational-Environmental
May include energy demand, water demand, air emissions noise, and adjacent/nearby property impacts. Energy and Water demand both are tied to overarching greenhouse gas emissions. Additionally, energy demand concerns include generation/distribution and water demand concerns include impacts on the local water supply. Air emission concerns include aesthetically matching the area and possible disruption of the natural areas. Cooling water system discharge to the sanitary sewer after pressure test, possible system maintenance, and ultimate system decommissioning. Business personal property (servers, batteries, etc.) reuse, recycling and disposal.

1. Air Emissions – The Texas Commission on Environmental Quality (TCEQ) regulations cover emergency power generators and include annual hour usage limitations and emission standards. The City, as part of the DFW Metro Ozone Nonattainment Area is covered by more stringent TCEQ regulations.
2. Natural Areas – The City has ordinances that protect environmentally sensitive areas, protect existing trees, and require landscaping to enhance the natural area.
3. Wastewater Discharge – The City has ordinances that regulate discharges to the wastewater collection system according to Federal, State, and local requirements.
4. Electronic Waste – TCEQ regulations cover the recycling and disposal of electronic waste and batteries.

Staff Recommendations

None.

CONCLUSION

At the direction of the Agenda Committee, staff will schedule a work session discussion with the City Council to review the above information and staff recommendations.

STAFF CONTACT:

Tony Puente
DME General Manager
(940) 349-8487

REQUESTOR:

Council Member Stevens

STAFF TIME TO COMPLETE REPORT:

Department	*Staff Time (Hours)*
Electric	6.0
Economic Development	0.5
Water/Wastewater	0.5
Fire Inspections	0.5
Streets	0.5
Solid Waste	0.5
Development Services	3.0
Environmental Services	3.0
Finance	1.0

PARTICIPATING DEPARTMENTS:

Electric, Economic Development, Water/Wastewater, Fire Inspections, Streets, Solid Waste, Development Services, Finance and Environmental Services.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **City Manager's Office**

ICM: **Cassey Ogden**

DATE: **August 4, 2026**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the City of Denton's 90th State Legislative Program.

BACKGROUND

The Texas Legislature will convene for the 90th Legislative Session on January 12, 2026. As a political subdivision of the State of Texas, the City of Denton has a vested interest in the actions taken by the State Legislature during session. To ensure that the City's priorities are effectively represented at the state level, staff has developed a proposed Legislative Program. The program outlines key policy areas that are most important to the City of Denton and will guide our legislative efforts.

The program was developed in alignment with the City's strategic initiatives and key focus areas, and in coordination with the City's department staff, peer jurisdictions, local organizations, and the Texas Municipal League.

DISCUSSION

Staff will present information on the outlook, expectations, and goals of the upcoming Legislative Session, as well as the proposed 90th Legislative Session Program for the City of Denton. The Council will have the opportunity to discuss and provide direction to staff regarding the proposal.

NEXT STEPS

Staff will incorporate Council direction, refine the Legislative Program, and return to Council Work Session if needed before presenting a final Program for formal adoption in September.

EXHIBITS

1. Agenda Information Sheet
2. 90th Legislative Session Program (Draft)
3. Presentation

Respectfully submitted:
Kristi Fogle
Chief of Staff

City of Denton

90th Texas Legislative Session

DRAFT Legislative Program

The City of Denton's Legislative Program outlines the City's priorities and positions for the 90th Texas Legislative Session. This program is intended to guide the City's engagement with the Texas Legislature and state agencies to advance legislation that supports the needs and well-being of Denton residents. Developed by City staff and approved by the Denton City Council, this program reflects the shared goals of the Denton community. The City supports legislation that strengthens local government's ability to serve its residents and opposes legislation that undermines that ability.

The City of Denton's legislative efforts are guided by the following principles:

- *Foster strong partnerships with state leaders, regional partners, and community institutions.*
- *Support investments in infrastructure, public safety, and economic opportunity.*
- *Advance the health, safety, and well-being of Denton residents.*
- *Support accountable and transparent local government principles and decision-making.*
- *Ensure strong financial stewardship to support dependable, high-value services for residents.*

Active Legislative Priorities

These items represent legislation the City of Denton is actively pursuing during the 90th Legislative Session.

First Responder Retirement & Property Tax Benefits
The City supports legislation providing full retirement benefits and expanded property tax exemptions to first responders catastrophically injured in the line of duty.

Housing Authority Reform (Ch. 392)
The City supports amending Chapter 392 to ensure the legislature's prior changes to Chapter 303 Public Facility Corporations also apply to Public Facility Corporations and partnerships created under Chapter 392.

Public Information Request Clarification
The City supports legislation clarifying public information request requirements regarding the release of records involving deceased suspects versus deceased victims.

Qualified Hotel Project Program Extension
The City supports extending the Qualified Hotel Project program, which is set to expire, to preserve a critical economic development tool for municipalities.

Legislative Positions

Community & Partnerships

The City of Denton values its strong partnerships with Denton ISD, Denton County, DCTA, NCTC, TWU, and UNT, and supports legislation that advances shared community priorities.

Support: mental health care access and funding; services for individuals experiencing homelessness; public school and higher education funding; local decision-making authority.

Taxation & Finance

Support: municipal debt issuance authority.
Oppose: restrictions on Certificates of Obligation; limits on necessary fee authority.

Land Use & Development

Support: cities' authority over ETJ removal requests; local control over lot sizes, density, parking, and ADUs.
Oppose: restrictions on annexation, zoning, eminent domain, building codes, tree preservation, short-term rentals, or rights-of-way management.

Utilities

Support: Texas Water Development Board grant funding; direct potable reuse and water conservation initiatives; clear definition of Dispatchable Reliability Reserve Service technology; critical infrastructure classification for electric power generation units.
Oppose: restrictions on large load interconnections to MOU distribution systems; legislation impacting General Fund Transfers.

City Services

Support: first responder designation for essential city employees like solid waste, animal control, and utility workers; TASPP reimbursement restoration to historic funding levels; Texas Parks and Wildlife Local Parks Grant Program funding, humane regulation of puppy mills and pet stores.
Oppose: restrictions on library materials decisions or community events.

Transportation & Aviation

Support: multimodal transportation funding for growing urban areas; local flexibility to fund transportation projects; state aviation capital improvement investment.

DRAFT

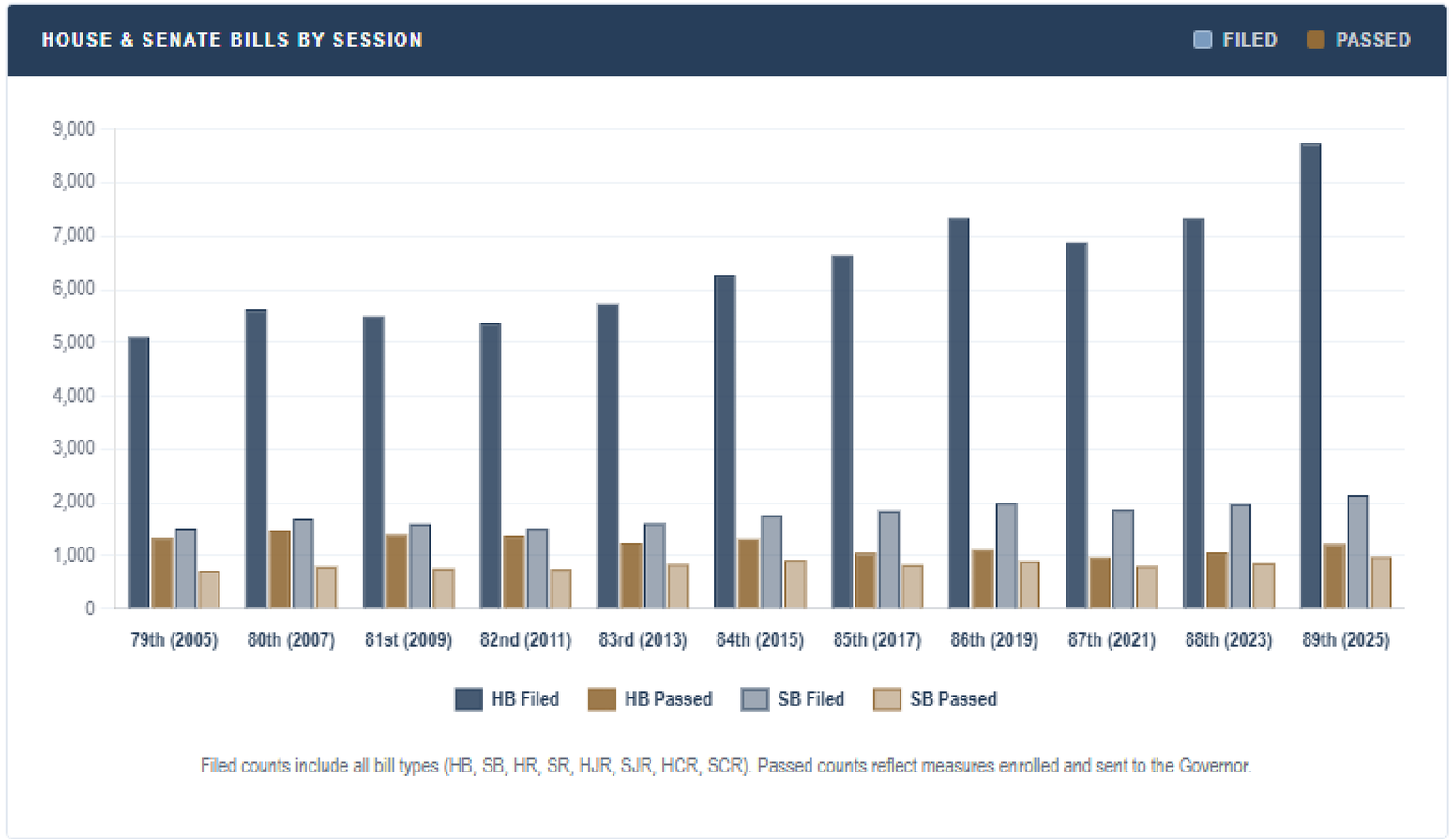
90th Legislative Session

Kristi Fogle, Chief of Staff

File ID 26-0969 August 4, 2026

Texas Legislature

- The Texas Legislature meets for 140 days every two years



The 89th Recap

- A record-breaking **8,731** bills were filed; 1,222 were passed
  - Record-low pass rate of 14%
- Over **1,700** city-related bills filed
  - **262** bills directly impacting cities passed
- **711** bills tracked by the City
  - **229** bills directly impacting the City of Denton passed

Key Dates

November 9, 2026
Bill pre-filing begins

January 12, 2027
Session Opening Day

March 12, 2027
Last Day to File Bills

May 31, 2027
Session ends, Sine Die

Key Issues

- **Preemption & Home Rule**
  - State preemption of local authority remains a top threat. Bills restricting municipal zoning, short-term rentals, tree preservation, and rights-of-way management are expected.
- **Property Tax & Finance**
  - Continued pressure on municipal revenue caps, appraisal reform, and limits on Certificates of Obligation, Impact Fees, and General Fund Transfers will require active monitoring and engagement
- **Growth & Infrastructure**
  - Rapid population growth, data centers, and water supply strains are driving new legislation affecting land use, utilities, and transportation funding

CITY OF DENTON

Bringing Legislative Services in-House

Delivering higher-quality legislative support at a lower overall cost

PREVIOUS APPROACH

Third-Party Consultant

- External lobbyist engaged on the City's behalf
- Limited internal knowledge building
- Less control over advocacy messaging
- Consulting contract costs

NEW APPROACH

In-House Team

- Dedicated City staff leading advocacy directly
- Deeper institutional knowledge and continuity
- Greater control over City's legislative voice
- Supported by sophisticated bill-tracking technology
- Ability to contract on an as-needed basis with issue area experts
- Increased Council engagement

Legislative Team

Denton's in-house legislative team will lead all advocacy, bill-monitoring, and stakeholder engagement during the 90th session.

Frank Dixon
Assistant City Manager

Kristi Fogle
Chief of Staff

Kennedy Moore
Senior Management Analyst

Legislative Tracking Software

In lieu of an outside consultant, the City will contract with a highly sophisticated bill-tracking and government affairs platform used by leading municipalities and government agencies nationwide.

Real-Time Bill Tracking

Monitor every bill filed in the Texas Legislature as it moves through committees and floor votes automatically.

Smart Alerts

Receive instant notifications when bills relevant to Denton are filed, amended, scheduled for hearing, or voted on.

Legislator Intelligence

Access detailed profiles on legislators, committee assignments, voting history, and key staff contacts.

Reporting & Analytics

Generate reports on bill activity, issue areas, and legislative trends to keep Council informed throughout the session.

Stakeholder Engagement

Track and coordinate outreach to legislators, coalition partners, and peer cities on shared legislative priorities.

Issue Management

Organize bills by issue area and map them directly to Denton's Legislative Program positions.

Legislative Program

90th Texas Legislative Session | Preview & Feedback

The following slides present the City of Denton's proposed Legislative Program for Council review.

Staff is seeking input on priorities, positions, and any items Council wishes to add, remove, or modify.

Our Guiding Principles

The City of Denton's legislative efforts are guided by five core principles that shape every Support or Oppose position in the program.

- Foster strong partnerships with state leaders, regional partners, and community institutions.
- Support investments in infrastructure, public safety, and economic opportunity.
- Advance the health, safety, and well-being of Denton residents.
- Support accountable and transparent local government principles and decision-making.
- Ensure strong financial stewardship to support dependable, high-value services for residents.

Active Legislative Priorities

The City of Denton is actively pursuing legislation on the following high-priority items:

First Responder Retirement & Property Tax Benefits

The City supports legislation providing full retirement benefits and expanded property tax exemptions to first responders catastrophically injured in the line of duty.

Housing Authority Reform (Ch. 392)

The City supports amending Chapter 392 to ensure the legislature's prior changes to Chapter 303 Public Facility Corporations also apply to Public Facility Corporations and partnerships created under Chapter 392.

Public Information Request Clarification

The City supports clarifying PIR requirements regarding the release of records involving deceased suspects versus deceased victims.

Qualified Hotel Project Program Extension

The program is set to expire. The City supports extending it to preserve a critical economic development tool for municipalities.

Legislative Positions

Staff will monitor bills in these areas and make known the City's Support or Opposition if legislation is introduced.

Taxation & Finance

▲ Municipal debt issuance authority

▼ Restrictions on COs; limits on tax and fee authority.

Land Use & Development

▲ ETJ authority; local control over lot sizes, density, ADUs.

▼ Restrictions on annexation, zoning, building codes, STRs, rights-of-way.

City Services

▲ First responder designation; TASPP reimbursement restoration; Parks grant funding; humane pet store regulation.

▼ Library restrictions.

Community & Partnerships

▲ Mental health access; homelessness services; public school and higher education funding; local decision-making authority.

Transportation & Aviation

▲ Multimodal transportation funding; local project flexibility; aviation capital investment.

Utilities

▲ TWDB grant funding; direct potable reuse; DRRS technology definition; critical infrastructure classification.

▼ Large load interconnection restrictions on MOUs; unfunded MOU mandates; General Fund Transfer impacts.

▲ Support ▼ Oppose

Council Direction & Next Steps

Today — Council provides feedback on the proposed Legislative Program

Aug. — Staff incorporates Council input and refines program

Sept. — Follow-up Work Session (if needed) and formal adoption

Nov. — Bill pre-filing begins

Jan. — 90th Legislative Session opens – team active at the Capitol

QUESTIONS?

City of Denton

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

AGENDA INFORMATION SHEET

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

ACM: **Christine Taylor**

DATE: **August 4, 2026**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2026-27 preliminary Capital Improvement Program.

BACKGROUND

The purpose of this work session is to provide an update on the preliminary capital improvement program. This work session will review the Preliminary Capital Improvement Budget for FY 2026-27 and the highlight of the program in the major funds.

General Government:

The General Government category includes all Governmental, Special Revenue, and Internal Service Funds. The preliminary requests for General Government funding total $48.9M for fiscal year 2026-27. Staff is projecting a debt issuance of $40.8M, including $5.8M in GO Bonds, and a transfer of $3.2M from operating, as well as impact fees of $5.0M.

Water Fund:

The preliminary requests for Water Fund funding total $107.9. Staff is projecting a debt issuance of $48.7M, including $34.9M in GO Bonds, and a transfer of $3.2M from operating, as well as impact fees and TRIP Funds of $5.0M each.

Highlights in the Water Fund include:

- Plant Improvements: $69.2M
- Replacement Lines: $20.0M
- Taps, Fire Hydrants & Meters: $9.3M

Wastewater Fund:

The preliminary requests for Wastewater Fund funding total $147.3M. Staff is projecting a debt issuance of $143.8M, which includes revenue bonds through the Texas Water Development Board program, WIFIA funding of $44.1M and $3.5M from cash funding.

Highlights in the Wastewater Fund include:

- Plant Improvements: $95.2M
- Line Replacements: $28.5M
- Lift station Improvements: $15.3M

Drainage Fund:
The preliminary requests for Wastewater Fund funding total $4.0M for infrastructure repairs. Staff is projecting the use of operating dollars.

Solid Waste Fund:
The preliminary requests for Solid Waste Fund funding total $22.9M. Staff is projecting a CO debt issuance of $5.2M and a transfer of $7.3M from operating to fund vehicle replacements.

Highlights in the Solid Waste Fund include:

- Building Construction (Design Phase): $1.4M
- Vehicles (New and Replacement): $11.1M

Electric Fund:
The preliminary requests for Electric Fund funding total $67.9M. Staff is projecting a CO debt issuance of $59.5M and a transfer of $3.5M from operating, and $5.0M in development contributions.

Highlights in the Electric Fund include:

- New Residential and Commercial: $9.5M
- Distribution Transformers and Substations: $24.3M
- Transmission Lines and Substations: $12.2M
- Feeder Extensions and Improvements: $12.9M
- Meter Improvements: $1.9M
- Street Lighting and Power Factor Improvements: $0.7M
- Technology and Electric Relocations: $7.9M
- Vehicles: $3.0M
- Building Construction: $2.0M

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation

Respectfully submitted:
Aimée Kaslik
Chief Strategy Officer
Office of Strategy, Budget, and Performance

FY 2026-27 Capital Improvement Program Update

Understanding Today's Budget and Preparing for Tomorrow

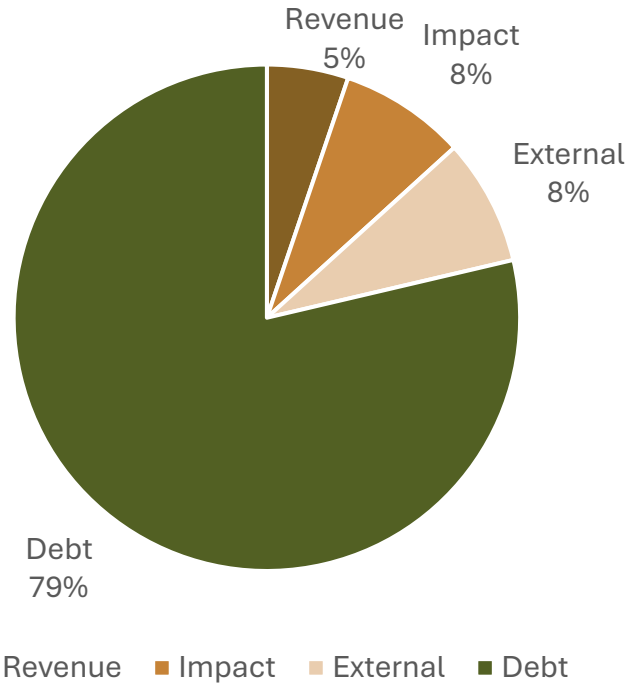
General Government

Overview

FY 2026-27 new capital appropriations total $48.9M. Staff is projecting a debt issuance of $40.8M, including $5.8M in GO Bonds, and a transfer of $3.2M from operating, as well as impact fees of $5.0M.

- Fire Station #10: $8.45M
- Facility Improvements: $5.2M
- Fleet Vehicle/Equipment Replacements: $5.5M
- Technology Services Improvements: $8.0M
- Traffic Improvements: $4.5M
- Roadway Improvements: $3.2M
- Neighborhood Street Construction: $2.0M
- Bike Lanes: $200K
- Parks, Recreation Center, Aquatics Capital Maintenance: $1.0M
- 2023 Bond Election: $5.8M

Total previously appropriated: $ 209.4M



General Government

Projects (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Technology Improvements	$8,018	$10,772	$10,832	$6,084	$4,964	$40,670
Facility Improvements	5,250	40,580	24,470	16,780	6,222	93,302
Fire Station	8,450	3,000	-	-	-	11,450
Park Improvements	-	480	1,681	-	25,055	27,216
Fleet	5,500	3,842	3,842	3,842	3,842	20,868
Traffic and Transportation	4,700	7,598	8,098	7,858	7,858	36,112
Infrastructure	10,250	52,571	51,459	34,905	14,700	163,885
Capital Maintenance	1,024	2,547	1,577	1,396	970	7,514
2023 Bond Program	5,800	31,997	23,000	34,000	39,700	134,497
TOTAL	**$48,992**	**$153,387**	**$124,959**	**$104,865**	**$103,310**	**$535,512**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$40,768	$145,640	$118,182	$98,269	$97,140	$499,999
Revenue Funded	3,224	2,747	1,777	1,596	1,170	10,513
Impact Fees	5,000	5,000	5,000	5,000	5,000	25,000
TOTAL	**$48,992**	**$153,387**	**$124,959**	**$104,865**	**$103,310**	**$535,512**

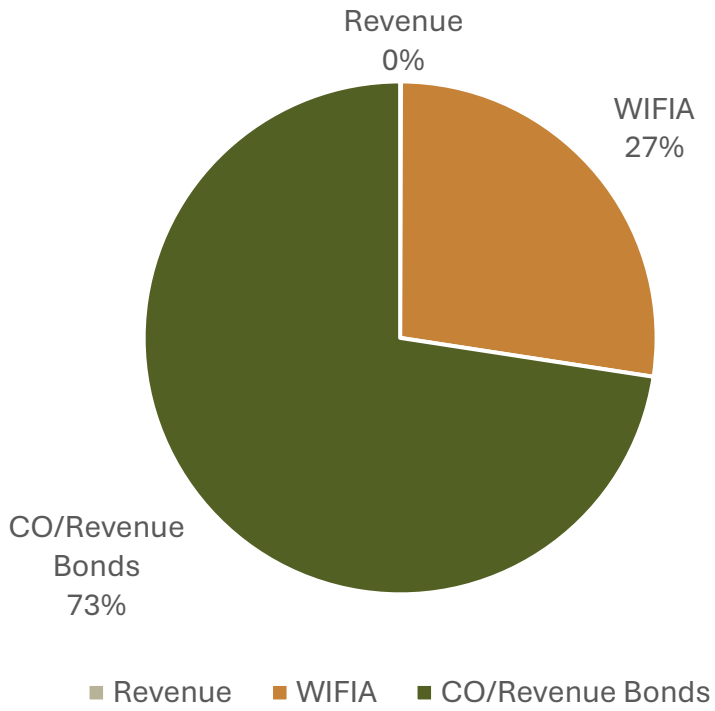
Water

Overview

FY 2026-27 new capital appropriations total $107.9M. Staff is projecting a debt issuance of $107.9M, which includes revenue bonds through the Texas Water Development Board program, WIFIA funding of $29.5M and a transfer of $0.06M from operating.

- Plant Improvements: $69.2M
  - Ray Roberts Water Treatment Plant
  - Lake Lewisville Water Treatment Plant
  - Lake Lewisville Raw Water Station
- Replacement Lines: $20.0M
  - Lead and Copper Rule Compliance
  - Supplement to 2019 Bond Election Projects
- Taps, Fire Hydrants & Meters: $9.3M
  - AMI/AMR Replacements
- Impact Fees anticipated to offset $4.2M in debt service

Total previously appropriated: $109.8M



Fiscal Year 2026-27

Water

5-Year Capital Plan

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**

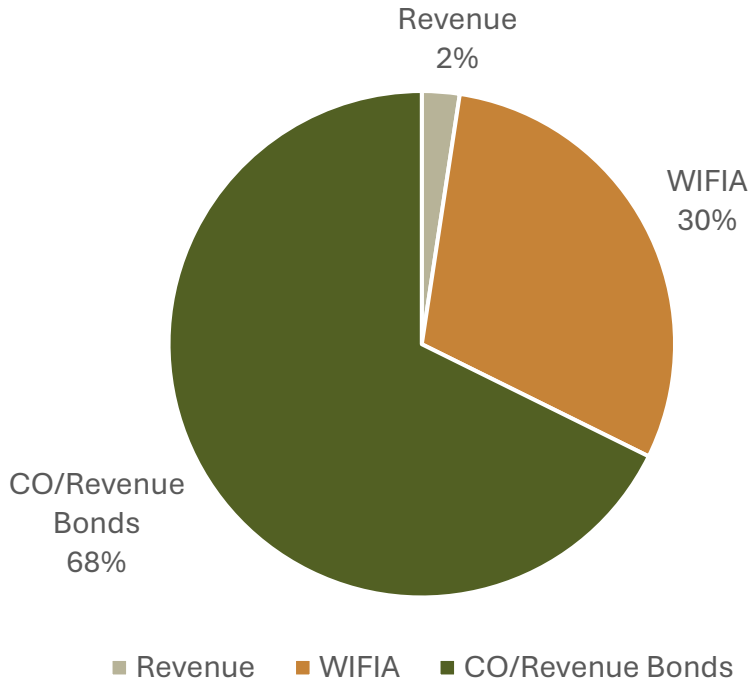
Wastewater

Overview

FY 2026-27 new capital appropriations total $147.4M. Staff is projecting a debt issuance of $143.8M, which includes revenue bonds through the Texas Water Development Board program, WIFIA funding of $44.1M and $3.5M from cash funding.

- Plant Improvements: $95.2M
  - Pecan Creek & Clear Creek Water Reclamation Plants
- Line Replacements: $28.5M
  - Cole Ranch & Hickory Creek Interceptors
- Lift Station Improvements: $15.3M
  - Robson West Lift Station & Sewer Line
  - Hobson Lift Station Force Main Replacement
- Impact Fees anticipated to offset $10.7M in debt service

Total previously appropriated: $132.0M



Wastewater

5-Year Capital Plan

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**

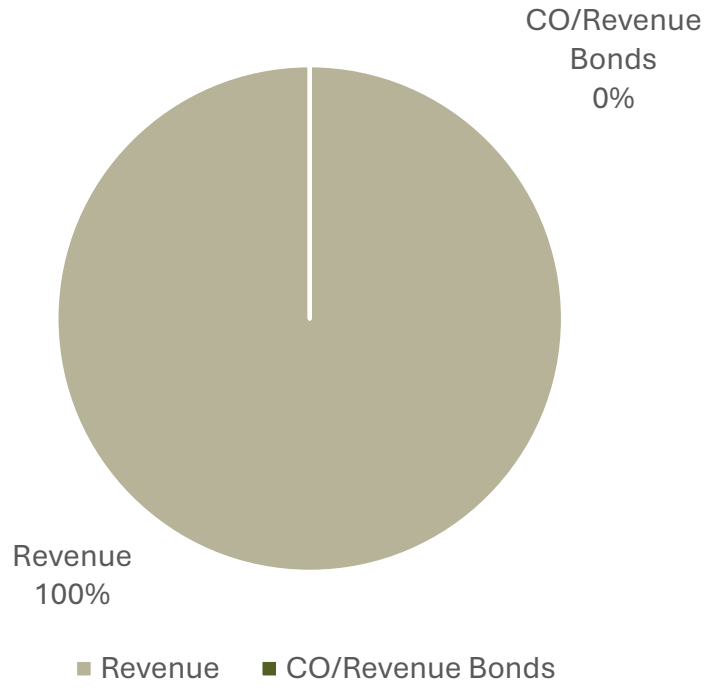
Drainage

Overview

FY 2026-27 new capital appropriations total $4.0M, fully cash funded.

- Storm Sewer Repair Bundle 1
- Infrastructure Repair

Total previously appropriated: $28.1M



Drainage

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 & 2	-	-	3,000	-	3,000	6,000
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**

Funding Source (In Thousands)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
Debt Funded	$-	$15,421	$17,709	$15,130	$9,000	$57,260
Revenue Funded	4,000	2,650	500	525	700	8,375
TOTAL	**$4,000**	**$18,071**	**$18,209**	**$15,655**	**$9,700**	**$65,635**

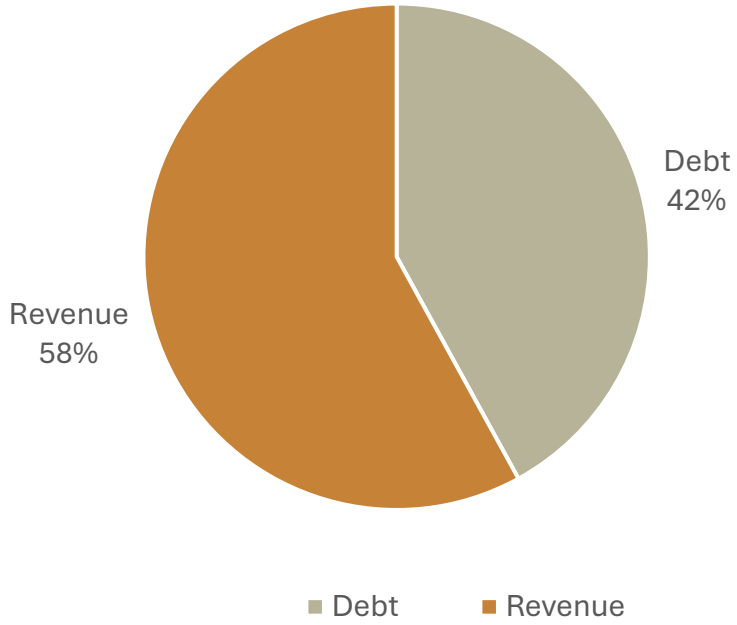
Solid Waste

Overview

FY 2026-27 new capital appropriations total $22.9M. Staff is projecting a CO debt issuance of $5.3M and a transfer of $7.3M from operating.

- Transfer Station No.1 Design: $1.4M
- Vehicles: $11.1M
  - Vehicles – New Additions ($3.9M)
  - Vehicles – Replacements ($7.3M)

Total previously appropriated: $22.9M



Solid Waste

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	10,550	8,900	8,635	5,000	44,218
TOTAL	**$12,533**	**$11,050**	**$36,000**	**$9,135**	**$9,500**	**$78,218**

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**

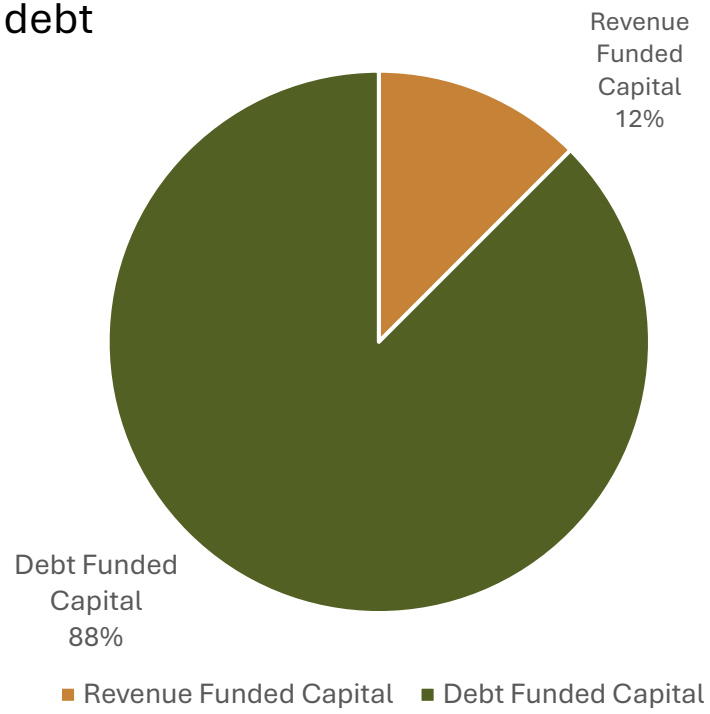
Electric

Overview

FY 2026-27 new capital appropriations total $67.9M. Staff is projecting a debt issuance of $59.5M and a transfer of $3.5M from operating, and $5.0M in development contributions.

- New Residential and Commercial: $9. 5M
- Distribution Transformers and Substations: $24.3M
- Transmission Lines and Substations: $5.6M
- Feeder Extensions and Improvements: $12.9M
- Meter Improvements: $1.9M
- Street Lighting and Power Factor Improvements: $0.7M
- Technology and Electric Relocations: $7.9M
- Vehicles: $3.0M
- Building Construction: $2.0M

Total previously appropriated: $44.3M



Electric

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
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 and 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 and 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 – Hardware/Software	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 (In Thousands)	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**

Next Steps

- August 8: Budget Workshop (Council)
- August 18: Budget Workshop follow-up (Council)
- September 15: Budget and Tax Rate Public 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: August 04, 2026

SUBJECT

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

1) Quakertown Memorial Fund

[Estimated Presentation/Discussion Time: 30 minutes]

BACKGROUND

The following items will be discussed during this work session:

1) Quakertown Memorial Fund

a. **Requestor:** Council Member Rumohr

b. **Council Member Request:** My pitch is to incorporate the creation of a new Quakertown Memorial Fund into the FY27 budget discussions. This fund would support the development, construction, and maintenance of memorial elements within Quakertown Park that honor the history of Quakertown and its former residents, as outlined in the Design Downtown Denton Master Plan. The ground lease for the Women's Club Building, approved on May 5, 2026, includes an annual rental payment of $1,320. City staff informed me that the allocation of these funds will be addressed through the FY27 budget process during the Budget Workshop on August 8 and does not require a pitch for allocation of the annual rent payment.

My revised pitch is based on another component of the lease: a set number of annual in-kind use days by the City. I am proposing that all profits (not gross proceeds) generated from any revenue-producing events held during the City's in-kind use be directed into a new Quakertown Memorial Fund.

c. **Date Requested:** July 27, 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

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 26-0628 August 4, 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

Quakertown Memorial Fund

Requestor: Council Member Rumohr

Council Member Request: My pitch is to incorporate the creation of a new Quakertown Memorial Fund into the FY27 budget discussions. This fund would support the development, construction, and maintenance of memorial elements within Quakertown Park that honor the history of Quakertown and its former residents, as outlined in the Design Downtown Denton Master Plan. The ground lease for the Women's Club Building, approved on May 5, 2026, includes an annual rental payment of $1,320. City staff informed me that the allocation of these funds will be addressed through the FY27 budget process during the Budget Workshop on August 8 and does not require a pitch for allocation of the annual rent payment. My revised pitch is based on another component of the lease: a set number of annual in-kind use days by the City. I am proposing that all profits (not gross proceeds) generated from any revenue-producing events held during the City's in-kind use be directed into a new Quakertown Memorial Fund.

Date Requested: July 27, 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 Secretary's Office

ICM: Cassey Ogden

DATE: August 4, 2026

SUBJECT
Consider approval of the minutes of the July 14, 2026, Special Called Meeting and the July 21, 2026 Regular Meeting.

BACKGROUND
The minutes drafts are provided for review and formal approval by the City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – July 14, 2026 Special Called Meeting Minutes
Exhibit 3 – July 21, 2026 Regular Meeting Minutes

Respectfully submitted:
Kristi Fogle
Interim City Secretary

CITY OF DENTON CITY COUNCIL MINUTES
July 14, 2026

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, July 14, 2026, at 1:02 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Chris Watts, Mayor Pro Tem Nick Stevens and Council Members George Ferrie, Joe Holland, Jill Jester, Suzi Rumohr, and Jordan Villarreal

ABSENT: None

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand

WORK SESSION

1. Citizen Comments on Consent Agenda Items

None

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

A. ID 26-0068 Meeting Questions, Responses & Handouts

• Clarification:

None

• Pulled For Individual Consideration:
o Mayor Pro Tem Stevens: Item 1.O (26-1029)
o Mayor Watts: Item 1.H (26-0828)

Pulled From Agenda – No Vote
Item 1.P (26-1030).

3. Work Session Reports

A. ID 26-0967 Receive a report, hold a discussion, and give staff direction regarding the nominations of Council members to standing and ad hoc boards, committees, and other internal/external groups, and the associated nomination and appointment processes. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented, and discussion followed.

Following discussion, results were as follows:

- Committee on the Environment:
    - Mayor Pro Tem Nick Stevens
    - Council Member Joe Holland
    - Council Member George Ferrie
- Mobility Committee:
    - Council Member Joe Holland
    - Council Member Jill Jester
    - Council Member Suzi Rumohr
- Development Code Review Committee:
    - Council Member Suzi Rumohr
    - Council Member George Ferrie
    - Council Member Jordan Villarreal
- Economic Development Partnership Board & Tax Increment Reinvestment Zone Number Two Board:
    - Council Member Jill Jester
    - Mayor Pro Tem Nick Stevens
- Tax Increment Reinvestment Zone Number One Board:
    - Council Member Jordan Villarreal
- Dallas Regional Mobility Coalition:
    - Council Member Jill Jester
- Discover Denton Advisory Board:
    - Council Member Joe Holland
- North Texas Commission:
    - Mayor Chris Watts
- Denton Community Shelter (Loop 288) Advisory Board:
    - Mayor Pro Tem Nick Stevens
    - Council Member George Ferrie
- North Central Texas Council of Governments' Regional Transportation Council:
    - Council Member Jill Jester as Primary Member
    - Council Suzi Rumohr as Alternate Member
- Denton County Behavioral Health Leadership Team:
    - Council Member George Ferrie
- Denton County Workforce Success Leadership Team:
    - Council Member Jordan Villarreal

B. ID 26-0557 Receive a report, hold a discussion, and give staff direction regarding the current and forecasted budget. [Estimated Presentation/Discussion Time: 60 minutes]

The item was presented, and discussion followed.

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

C. ID 26-0968 Receive a report, hold a discussion, and give staff direction regarding the 2023 Bond Program. [Estimated Presentation/Discussion Time: 45 minutes]

The item was presented, and discussion followed.

Following discussion, City Council consensus was to wait to relieve the pressure from the debt service rate so that we may not have to add a cent and to bring back some scenarios for the future tax years on extending the bond program and what that would look like, then once council gives direction on the extension staff can look at the different scenario for the library and active adult center.

Mayor Watts called a recess of the Work Session at 3:33 p.m. The Work Session was reconvened at 3:45 p.m.

D. ID 26-1040 Receive a report, hold a discussion, and give staff direction regarding the appointment and employment of the City Manager, including discussion of recruitment strategy, desired candidate profile, and national search process. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented, and discussion followed.

Following discussion, City Council consensus was to move forward with Option 1 and proceed with executive recruitment.

E. ID 26-1041 Receive a report, hold a discussion, and give staff direction regarding the appointment and employment of the Municipal Judge, including discussion of recruitment strategy, desired candidate profile, and national search process. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented, and discussion followed.

Following discussion, City Council consensus was Option 3 Alternative Direction.

F. ID 26-0626 Receive a report, hold a discussion, and give staff direction on pending City Council requests for:
1)City Council Member disclosure of private meetings with developers
2) Structural changes to Section 2-279 of the City's Ethics Ordinance
3) Temporary moratorium on new permit applications for multifamily development.
[Estimated Presentation/Discussion Time: 25 minutes]

ID 26-0626 1) City Council Member disclosure of private meetings with developers.
o Consensus for an Informal Staff Report (ISR).

2)Structural changes to Section 2-279 of the City's Ethics Ordinance.
o Consensus for an Informal Staff Report (ISR).

3)Temporary moratorium on new permit applications for multifamily development.
o Consensus for an Informal Staff Report (ISR).

The work session ended at 4:30 p.m.

Closed Meeting:

1. The City Council convened into a Closed Meeting at 4:33 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

A. ID 26-0947 Deliberations regarding Personnel Matters - Under Texas Government Code 551.074; and Consultation with Attorneys - Under Texas Government Code 551.071. Deliberate and discuss the employment, duties, and compensation of the interim City Manager including the City Manager selection and appointment; consultation with the City's attorneys regarding associated legal issues where public discussion associated with these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.
NOT DELIBERATED

B. ID 26-0948 Deliberations regarding Personnel Matters - Under Texas Government Code 551.074; and Consultation with Attorneys - Under Texas Government Code 551.071. Deliberate and discuss the employment, duties, and compensation of the interim Municipal Judge including the Municipal Judge selection and appointment; consultation with the City's attorneys regarding associated legal issues where public discussion associated with these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.
NOT DELIBERATED

C. ID 26-0875 Deliberations Regarding Certain Public Power Utilities: Competitive Matters - Under Texas Government Code Section 551.086. Receive information from staff regarding the energy cost adjustment schedule of rates for large load commercial customers that include public power utility competitive data and proprietary data specific to Core Scientific, Inc.; discuss, deliberate, and provide direction to staff regarding same. This agenda item is related to Consent Agenda item ID 26-0828 and will be a placeholder if Council Members have questions requiring confidential discussion as allowed by law.
DELIBERATED

D. ID 26-0884 Deliberations regarding Economic Development - Under Texas Government Code Section 551.087. Receive a report and hold a discussion regarding the potential offer of a financial or other incentive to a business prospect code-named Project Circuit. which the City seeks to have locate, stay, renovate, or expand in or near the territory of the City and with which the City is conducting economic development negotiations. This discussion shall include commercial and financial information, including an economic development incentive request the City has received from Project Circuit.
DELIBERATED

E. ID 26-1048 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. CV-2026-00945 styled "Jose Garcia v. City of Denton" pending in the County Court at Law No. 2 , Denton County, Texas; 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 the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation. This agenda item is related to Consent Agenda item ID 26-1049 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.
DELIBERATED

F. ID 26-1047 Consultation with Attorneys - Under Texas Government Code Section 551.071 Consult with the City's attorneys on the legal status, strategy, and options for responding to Public Information Requests, reference number(s) R000620-032726, and future requests with fact patterns that raise similar issues of law related to Police Department records. Consultation with City's attorney regarding issues associated with the aforementioned matter where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation.
DELIBERATED

The closed meeting started at 4:33 p.m. and ended at 6:00 p.m. No votes or actions were taken during the closed meeting.

SPECIAL CALLED MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Special Called Meeting on Tuesday, July 14, 2026, at 6:12 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Chris Watts, Mayor Pro Tem Nick Stevens and Council Members George Ferrie, Joe Holland, Jill Jester, Suzi Rumohr, and Jordan Villarreal

ABSENT: None

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand.

Items are listed in the order as they were heard.

1. CONSENT AGENDA

The Consent Agenda consisted of Items 1. (A-G, I-N and Q-R). During the Work Session held earlier in the day, Item 1.H (26-0828) was pulled for Individual Consideration by Mayor Watts and Item 1.O (26-1029) was pulled for Individual Consideration by Council Member Stevens. Item 1.P (26-1030) was removed from Consideration.

Council Member Villarreal moved to adopt the Consent Agenda, consisting of Items .1. (A-G, I-N and Q-R). Motion seconded by Council Member Rumohr.

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

A. ID 26-0044 Consider approval of the minutes of the June 16, 2026, Regular Meeting and the June 23, 2026, Special Called Runoff Canvassing Meeting.
APPROVED

B. ID 26-1015 Consider a nomination/appointment to the City of Denton Airport Advisory Board.
APPROVED APPOINTMENTS
LISTED ON EXHIBIT B

C. ID 26-1046 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation authorizing a contract between the City of Denton and the Denton Chamber of Commerce in the not-to exceed amount of $150,000 providing for the expenditure of funds therefore; and providing for an effective date.
ASSIGNED ORDINANCE NO. 26-1046

D. ID 26-0883 Consider approval of a resolution of the City of Denton, approving the 2024/2025 Tax Increment Reinvestment Zone Number One (TIRZ 1) annual report; and declaring an effective date. The TIRZ 1 Board recommends approval (4-0).
ASSIGNED ORDINANCE NO. 26-0883

E. ID 26-1005 Consider adoption of an ordinance of the City of Denton approving a grant to d20 Tavern LTD Company for utility upgrades and interior/code improvements located at 112 W. Oak St., Suite 200 from the Downtown Reinvestment Grant Program in an amount not to exceed $23,031 from Tax Increment Reinvestment Zone Number One funds; and providing for an effective date. The Tax Increment Reinvestment Zone Number One Board recommends approval (4-0).
ASSIGNED ORDINANCE NO. 26-1005

F. ID 26-0854 Consider adoption of an ordinance of the City of Denton approving an Airport Land Lease Agreement between the City of Denton, Texas and Sheltair Aviation Denton, LLC, at the Denton Enterprise Airport; authorizing the City Manager to execute the Airport Lease Agreement; and providing an effective date. Airport Advisory Board recommends approval (6-0).
ASSIGNED ORDINANCE NO. 26-0854

G. ID 26-0930 Consider approval of a resolution of the City of Denton approving an amended Airport Leasing and Development Policy; and providing an effective date. Airport Advisory Board recommends approval (6-0)
ASSIGNED RESOLUTION NO. 26-0930

I. ID 26-1021 Consider adoption of an ordinance of the City of Denton approving and authorizing the execution of an agreement between the City of Denton and Interfaith Ministries of Denton, Inc., a Texas nonprofit organization operating in the City of Denton, for the expenditure of City Council contingency funds in the amount of five hundred dollars ($500) designated for donation; providing a severability clause; and providing an effective date.
ASSIGNED ORDINANCE NO. 26-1021

J. ID 26-1049 Consider adoption of an ordinance of the City of Denton approving a Settlement Agreement and Release implementing the terms of the settlement in litigation styled "Jose Garcia v. City of Denton" Cause No. CV-2026-00945 pending in the County Court at Law No. 2, Denton County, Texas; and directing the City Manager or designee and the City's attorneys to effectuate as necessary and appropriate the terms of a Settlement Agreement and Release to effectuate this approval; and declaring an effective date.
ASSIGNED ORDINANCE NO. 26-1049

K. ID 26-1037 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Kraftsman, LLC dba Kraftsman Commercial Playgrounds & Water Parks, through the Buy Board Cooperative Purchasing Network Contract No. 781-25, for the acquisition of materials and construction of park improvements at Briercliff Park for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (File 9021 - awarded to Kraftsman, LLC dba Kraftsman Commercial Playgrounds & Water Parks, in the not-to-exceed amount of $1,400,711.00).
ASSIGNED ORDINANCE NO. 26-1037

L. ID 26-1025 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Titan Utility Services, LLC, for electric utility specific training for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFP 9000 - awarded to Titan Utility Services, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,500,000.00). The Public Utilities Board recommends approval (5 - 0).
ASSIGNED ORDINANCE NO. 26-1025

M. ID 26-1026 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a third amendment to a Professional Services Agreement between the City of Denton and Garver, LLC, amending the contract approved by Purchasing on August 28, 2023, in the not-to-exceed amount of $15,000.00; amended by Amendments 1 and 2 approved by City Council; said third amendment to provide a Taxiway Design for Taxiways H, J, and M, and a Preliminary Engineering Report for Taxiway Alpha for the Denton Enterprise Airport; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8209 - providing for an additional third amendment expenditure amount not-to-exceed $888,000.00, with the total contract amount not-to-exceed $1,026,200.00).
ASSIGNED ORDINANCE NO. 26-1026

N. ID 26-1028 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Consolidated Traffic Controls, Inc., for the purchase of signal heads, detectors, crossing systems, and miscellaneous equipment to be stocked in the City of Denton Warehouse for the Traffic Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8951 - awarded to Consolidated Traffic Controls, 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 $2,000,000.00).
ASSIGNED ORDINANCE NO. 26-1028

Q. ID 26-1027 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Kimley-Horn and Associates, Inc., amending the contract approved by Purchasing on April 15, 2026, in the not-to-exceed amount of $99,500.00; said first amendment to continue to provide additional design services relating to the McKinney Street Sidewalk Improvement Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-018 - providing for an additional first amendment expenditure amount not-to-exceed $35,000.00, with the total contract amount not-to-exceed $134,500.00).
ASSIGNED ORDINANCE NO. 26-1027

R. ID 26-0977 Consider the adoption of an ordinance of the City of Denton granting Health Services of North Texas, a noise exception for the Strive N' Thrive 5K event on Saturday, August 8, 2026, from 7:30 a.m. to 11:00 a.m. at North Lakes Park; and providing an effective date.
ASSIGNED ORDINANCE NO. 26-0977

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

H. ID 26-0828 Consider adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates for Electric Service; providing for a repealer; providing for a severability clause; and providing for an effective date. The Public Utilities Board recommends approval (6-0).
ASSIGNED ORDINANCE NO. 26-0828

The item was pulled for Individual Consideration by Mayor Watts.

There were no online eComments received on this item.

The item was presented, and discussion followed.

There were no in-person citizen comments.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

O. ID 26-1029 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Lifetime Tennis, Inc., dba Impact Activities, for tennis and pickleball classes, lessons, leagues, tournaments, stringing, and other tennis or pickleball programs for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8981 - awarded to Lifetime Tennis, Inc., dba Impact Activities, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $1,350,000.00).
ASSIGNED ORDINANCE NO. 26-1029

The item was pulled for Individual Consideration by Mayor Tem Stevens.

There were no online eComments received on this item.

The item was presented, and discussion followed.

There were no in-person citizen comments.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

ITEMS PULLED FROM CONSIDERATION

P. ID 26-1030 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with SYDH Dallas, Inc. dba Certified Lighting Pros, through the Buy Board Cooperative Purchasing Network Contract No. 735-24, for the purchase and installation of decorative lighting for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (File 9060 - awarded to SYDH Dallas, Inc. dba Certified Lighting Pros, 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 $500,000.00).
NOT CONSIDERED

3. ITEMS FOR INDIVIDUAL CONSIDERATION

A. A26-0001d Conduct the second of two readings and consider adoption of an ordinance of the City of Denton, Texas annexing approximately 2.940 acres of land, generally located 1,671 feet east of Mayhill Road, north of Mills Road, into the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A26-0001d, Rollins Annexation, Angie Manglaris)
ASSIGNED ORDINANCE NO. A26-0001d

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

The item was presented, and no discussion followed.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

B. ID 26-0804 Consider adoption of an ordinance considering all matters incident and related to the issuance, sale and delivery of up to $316,338,000 in principal amount of "City of Denton General Obligation refunding and improvement bonds, Series 2026"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date. The Public Utilities Board recommends approval (6-0).
ASSIGNED ORDINANCE NO. 26-0804

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

The item was presented, and discussion followed.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

C. ID 26-0805 Consider adoption of an ordinance considering all matters incident and related to the issuance, sale and delivery of up to $295,000,000 in principal amount of "City of Denton Certificates of Obligation, Series 2026"; authorizing the issuance of the certificates; delegating the authority to certain city officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to said certificates; enacting other provisions relating to the subject; and providing an effective date. The Public Utilities Board recommends approval (6-0).
ASSIGNED ORDINANCE NO. 26-0805

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

The item was presented, and discussion followed.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

2. PUBLIC HEARINGS

A. ID 26-0925 Hold a public hearing and consider approval of a resolution of the City Council of the City of Denton, Texas approving the establishment of policies, guidelines, and criteria governing Tax Abatements; and declaring an effective date. The Economic Development Partnership Board recommends approval (7-0).
ASSIGNED RESOLUTION NO. 26-0925

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

The item was presented, and discussion followed.

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

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

B. Z26-0018b Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Residential 3 (R3) district to Residential 7 (R7) district on approximately 0.74 acres of land generally located on the northeast corner of Bolivar Street and Taliaferro Street, approximately 155 feet west of North Elm Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing for a severability clause and an effective date. The Planning and Zoning Commission voted (5-1) to recommend approval. Motion for approval by Chair Pruett and second by Commissioner Riggs (Z25-0018b, Denton Duplexes, Angie Manglaris).
DENIED

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

The item was presented, and discussion followed.

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

With no other callers on queue, the public hearing was closed.

Citizen comments received are noted on Exhibit A.

Following discussion, Council Member Villarreal moved to deny the item as presented. Motion seconded by Council Member Ferrie.

Motion carried.

AYES (6): Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None
RECUSED (1): Mayor Watts

3. ITEMS FOR INDIVIDUAL CONSIDERATION- CONTINUED

D. ID 26-0990 Consider approval of a resolution to appoint a member to the Board of Directors of the Texas Municipal Power Agency, a Texas Joint Powers Agency, to represent the City of Denton, a Texas Home-Rule Municipal Corporation; and declaring an effective date.
ASSIGNED RESOLUTION NO. 26-0990

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

The item was presented, and discussion followed.

Following discussion, Council Member Jester moved approval of the resolution with Billy Cheek in each of the appropriate blanks. Motion seconded by Council Member Villarreal.

Motion carried.

AYES (6): Mayor Watts, Mayor Pro Tem Stevens and Council Members Holland, Jester, Rumohr, and Villarreal
NAYS (1): Council Members Ferrie

E. ID 26-1036 Consider adoption of an ordinance of the City of Denton appointing three members to the Community Partnership Committee.
ASSIGNED ORDINANCE NO. 26-1036

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

The item was presented, and discussion followed.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

F. ID 26-1031 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with SHI Government Solutions, Inc., through the Texas Department of Information Resources (DIR) Cooperative Contract No. DIR-CPO-5237, for the purchase of Microsoft Licensing, Products & Related Services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 9068 - awarded to SHI Government

Solutions, Inc., with a term ending September 30, 2031, in the not-to-exceed amount of $7,001,117.00).
ASSIGNED ORDINANCE NO. 26-1031

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

The item was presented, and discussion followed.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

G. ID 26-0945 Consider approval of a resolution of the City Council of the City of Denton for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District for a two-year term beginning on October 1, 2026 and ending on September 30, 2028; and providing an effective date.
ASSIGNED RESOLUTION NO. 26-0945

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

The item was presented, and no discussion followed.

Following discussion, Council Member Jester moved to nominate Jim Carter to the Board of managers of the Denco Are 9-1-1. Motion seconded by Council Member Rumohr.

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

H. ID 26-0982 Consider approval of a resolution of the City of Denton naming the park sites located at 700 block Congress St. and 500 block of Mounts Ave. to Congress Street Park; and providing an effective date. The Parks, Recreation, and Beautification Board voted to recommend approval (5-0).
ASSIGNED RESOLUTION NO. 26-0982

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

The item was presented, and discussion followed.

Following discussion, Mayor Pro Tem Stevens moved to approve the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

I. ID 26-0983 Consider approval of a resolution of the City of Denton naming the park site located at 510 Hercules Lane to Hercules Park; and providing an effective date. The Parks, Recreation and Beautification board voted to recommend approval (5-0).
ASSIGNED RESOLUTION NO. 26-0983

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

The item was presented, and discussion followed.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

4. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 8:09 p.m.

_____	_____
CHRIS WATTS	KRISTI FOGLE
MAYOR	INTERIM CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

EXHIBIT A - July 14, 2026 City Council Regular Meeting

Speaker Commentaries/Registrations
Online, Email, Phone

Name	Address	City	Agenda Item	Position	Method	Comments
Aimee Bissett	109 N Elm	Denton	26-0925	Support	In Person	Spoke in support.
Aimee Bissett (Applicant)	109 N Elm	Denton	Z26-0018	Support	In Person	Spoke in support.
Joe Lanham	4090 Sauls Road	Aubrey	Z26-0018	Opposed	In Person	See video for comment.
Sam Bunn	2312 Bolivar Street	Denton	Z26-0018	Opposed	In Person	See video for comment.
Candace Downing	2312 Bolivar Street	Denton	Z26-0018	Opposed	In Person	See video for comment.
Jordan Scruggs	2231 Denison Street, apt ADU	Denton	Z26-0018	Support	In Person	See video for comment.
Carmen Enns	2231 Denison Street, apt ADU	Denton	Z26-0018	Support	In Person	See video for comment.
Elizabeth Hurtado	2316 Bolivar Street	Denton	Z26-0018	Opposed	In Person	See video for comment.
KC Kennicutt	2303 Bolivar Street	Denton	Z26-0018	Opposed	In Person	See video for comment.
Adam Horwitz	909 N Loop 288	Denton	26-1031	Opposed	In Person	No comment
Lisa Galletta	2327 Bolivar Street	Denton	Z26-0018	Opposed	In Person	See video for comment.
Denise Galletta	2327 Bolivar Street	Denton	Z26-0018	Opposed	In Person	See video for comment.

CITY OF DENTON CITY COUNCIL MINUTES
July 21, 2026

After determining that a quorum was present, the City Council of the City of Denton, Texas convened 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.

PRESENT: Mayor Chris Watts, Mayor Pro Tem Nick Stevens and Council Members George Ferrie, Joe Holland, Jill Jester, Suzi Rumohr, and Jordan Villarreal

ABSENT: None

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand.

The posted agenda noted the registration process for in-person and public participation at this meeting. While citizen commentary received via the online registration process was not read, each member for the City Council received each online commentary as it was submitted. In-person and online comments received are reflected in the exhibit to the minutes of this meeting.

WORK SESSION

1. Citizen Comments on Consent Agenda Items

None

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

• Clarification:
  - None

• Pulled For Individual Consideration:
  - None

3. <u>Work Session Reports</u>

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

The item was presented, and discussion followed.

Following discussion, City Council consensus was to bring back scenarios on the three priority options.

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]

The item was presented, and discussion followed.

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

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]

ID 26-0627 1) Boards and commissions nominations, vacancies, and absence policy
- Consensus for adding the item to the September Work Session on Boards and Commissions.

2) Mental health training for police officers
- Consensus for an Informal Staff Report (ISR).

3) Creation of a Citizens' Committee of Art and Culture
- Consensus for an Informal Staff Report (ISR).

The work session ended at 4:29 p.m.

CLOSED MEETING

Items are listed in the order they were heard.

1. The City Council convened into a Closed Meeting at 4:31 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

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.
DELIBERATED

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.
DELIBERATED

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.
DELIBERATED

The closed meeting started at 4:31 p.m. and ended at 5:55 p.m. No votes or actions were taken during the closed meeting.

REGULAR MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Regular Meeting on Tuesday, July 21, 2026, at 6:30 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Mayor Chris Watts, Mayor Pro Tem Nick Stevens and Council Members George Ferrie, Joe Holland, Jill Jester, Suzi Rumohr, and Jordan Villarreal

ABSENT: None

Also present were Interim City Manager Cassey Ogden and City Attorney Mack Reinwand

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

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

2. PROCLAMATIONS/PRESENTATIONS

A. ID 26-1052 Proclamation - National Parks and Recreation Month
PRESENTED

B. ID 26-1087 Proclamation - Disability Justice Day
PRESENTED

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

1) Scheduled Citizen Reports from Members of the Public

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

B. ID 26-1000 Tracy Duckworth regarding homelessness.
PRESENTED

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

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

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

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

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

2) Additional Citizen Reports (Open Microphone)
None

4. CONSENT AGENDA

Council Member Villarreal moved to adopt the Consent Agenda as presented. Motion seconded by Council Member Jester.

Motion carried

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal

NAYS (0): None

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.
ASSIGNED RESOLUTION NO. 26-1108

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.
ASSIGNED RESOLUTION NO. 26-1109

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.
ASSIGNED RESOLUTION NO. 26-1110

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.
ASSIGNED RESOLUTION NO. 26-1111

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.
ASSIGNED RESOLUTION NO. 26-1112

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.
ASSIGNED RESOLUTION NO. 26-1113

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.
ASSIGNED RESOLUTION NO. 26-1114

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.
ASSIGNED RESOLUTION NO. 26-1115

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.
ASSIGNED RESOLUTION NO. 26-1116

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.
ASSIGNED RESOLUTION NO. 26-1117

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.
ASSIGNED RESOLUTION NO. 26-1118

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.
ASSIGNED RESOLUTION NO. 26-1120

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).
ASSIGNED ORDINANCE NO. 26-1033

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).
ASSIGNED ORDINANCE NO. 26-1032

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).
ASSIGNED ORDINANCE NO. 26-1018

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.
ASSIGNED ORDINANCE NO. 26-0944

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)
ASSIGNED ORDINANCE NO. 26-0943

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).
ASSIGNED ORDINANCE NO. 26-1055

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).
ASSIGNED ORDINANCE NO. 26-1056

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).
ASSIGNED ORDINANCE NO. Z26-0003b

All members of the City Council received the comments as submitted and had the opportunity to review all submissions prior to the start of the meeting and consider such comments when voting on the item. The summary of public commentary/registrations are noted on Exhibit A.

The item was presented and discussion followed.

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

With no other callers on queue, the public hearing was closed.

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

Motion carried.

AYES (6): Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None
RECUSE (1): Mayor Watts

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.
ASSIGNED ORDINANCE NO. 26-1085

All members of the City Council received the comments as submitted and had the opportunity to review all submissions prior to the start of the meeting and consider such comments when voting on the item. The summary of public commentary/registrations are noted on Exhibit A.

The item was presented and discussion followed.

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

With no other callers on queue, the public hearing was closed.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

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.
ASSIGNED RESOLUTION NO. 26-1057

The item was presented, and discussion followed.

Citizen comments received are noted on Exhibit A.

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

Motion carried.

AYES (7): Mayor Watts, Mayor Pro Tem Stevens and Council Members Ferrie, Holland, Jester, Rumohr, and Villarreal
NAYS (0): None

7. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 7:39 p.m.

CHRIS WATTS MAYOR CITY OF DENTON, TEXAS	KRISTI FOGLE INTERIM CITY SECRETARY CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

EXHIBIT A - July 21, 2026 City Council Regular Meeting

Speaker Commentaries/Registrations
Online, Email, Phone

Name	Address	City	Agenda Item	Position	Method	Comments
Aaron Ball	3203 Palos Verdes Drive	Corinth	26-1085	No stated	In Person	See video for comment.
Lauren Penn	2308 Georgetown	Denton	26-1085	No stated	In Person	See video for comment.
Willie Hudspeth	623 Newton Street	Denton	26-1085	No stated	In Person	See video for comment.
Larry Lawrence	3225 Stonecrop Trail	Argyle	26-1085	No stated	In Person	See video for comment.

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: August 4, 2026

SUBJECT

Consider approval of a resolution of the City of Denton appointing one member to the Denton County Housing and Homelessness 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 Housing and Homelessness Leadership Team (DCHHLT) is composed of seventeen to thirty-eight members, including one to two appointees from the City of Denton. Per the DCHHLT bylaws, "Cities/Towns should identify a council member, senior staff, executive, or community member" to serve on the team. The team shall have one to two appointees from Law Enforcement. A member of city staff serves as an ex officio member. Appointees shall serve at least one two-year term and attend six meetings in the calendar year. The purpose of the Denton County Homelessness Leadership Team is to convene as a policy-making team tasked with improving the planning, coordination, oversight, and implementation required to create systems change for housing/homelessness 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 George Ferrie

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

RESOLUTION NO. 26-1183

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

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

WHEREAS, the Denton County Housing and Homelessness Leadership Team (DCHHLT) 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 Housing and Homelessness Leadership Team (DCHHLT) 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

ICM: Cassey Ogden

DATE: August 4, 2026

SUBJECT

Consider a nomination/appointment to the City of Denton Airport Advisory Board.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City board/ commission/committee whose term ended, resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of William Bass was received from Council Member Villarreal (District 1) for a vacancy on the Airport Advisory Board. The vacancy is for an unexpired term commencing August 4, 2026 and ending August 31, 2027.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

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: August 4, 2026

SUBJECT

Consider a nomination/appointment to the City of Denton Board of Ethics.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City board/ commission/committee whose term ended, resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Taylor Brown was received from Council Member Villarreal (District 1) for a vacancy on the Board of Ethics. The vacancy is for a term commencing September 1, 2026 and ending August 31, 2028.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

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: August 4, 2026

SUBJECT

Consider a nomination/appointment to the City of Denton Planning & Zoning Commission.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City board/ commission/committee whose term ended, resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Vicki Byrd was received from Council Member Villarreal (District 1) for a vacancy on the Planning & Zoning Commission. The vacancy is for an unexpired term commencing August 4, 2026 and ending September 1, 2027.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

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: August 4, 2026

SUBJECT

Consider a nomination/appointment to the City of Denton Zoning Board of Adjustment.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City board/ commission/committee whose term ended, resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Gary Barnhart was received from Mayor Pro Tem Stevens (District 2) for a vacancy on the Zoning Board of Adjustment. The vacancy is for a term commencing September 1, 2026 and ending August 31, 2028.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

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: August 4, 2026

SUBJECT

Consider a nomination/appointment to the City of Denton Zoning Board of Adjustment.

BACKGROUND

This item provides for the appointment or reappointment of a member to a City board/ commission/committee whose term ended, resulting in the existing member holding over from a previous term, or for appointment to an existing vacancy on the board resulting from a resignation.

Only nominees who have been fully vetted and qualified are presented for appointment.

The nomination of Sonia Huerta was received from Council Member Villarreal (District 1) for a vacancy on the Zoning Board of Adjustment. The vacancy is for an unexpired term commencing August 4, 2026 and ending August 31, 2027.

EXHIBIT

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Kristi Fogle
Chief of Staff, Interim City Secretary

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: August 4, 2026

SUBJECT

Consider approval of a resolution of the City of Denton excusing the **July 13, 2026** meeting absence of a **Historic Landmark Commission** Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Historic Landmark Commission Board Member **Heather Gregory** reported the absence on **July 13, 2026** was due to the following: **out of town for family vacation.** If an absence is not excused as outlined in Section 2-83(c)(1)(a), a member may submit a request to have the absence excused by the City Council no later than ten business days after the date the absence occurred, and an item will be placed on the next available City Council agenda for consideration (*See Section 2-83 (c)(1)b*). Member **Gregory** filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Interim City Secretary

Agenda Title/Caption:

Exhibit 1 is the Agenda Information Sheet
Exhibit 2 is the Resolution – check the name is correct and that it's signed by legal.

The Redacted Absence Form is sent to Legal through Smart Sheet.

RESOLUTION NO.

_____

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 13, 2026 MEETING ABSENCE OF A HISTORIC LANDMARK COMMISSION MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Historic Landmark Commission Member Heather Gregory (Member) was absent from the July 13, 2026 meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 13, 2026 meeting for the purpose as stated in Exhibit 1; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Heather Gregory's absence from the July 13, 2026, Historic Landmark meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

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 _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan E. 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
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AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Cassey Ogden, Interim

DATE: August 4, 2026

SUBJECT

Consider approval of a resolution of the City of Denton excusing the **June 8, 2026** meeting absence of a **Public Utilities Board** Board Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Public Utilities Board Board Member **Lee Riback** reported the absence on **June 8, 2026** was due to the following: **traveling out of town**. If an absence is not excused as outlined in Section 2-83(c)(1)(a), a member may submit a request to have the absence excused by the City Council no later than ten business days after the date the absence occurred, and an item will be placed on the next available City Council agenda for consideration (*See Section 2-83 (c)(1)b*). Member **Riback** filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Interim City Secretary

RESOLUTION NO.

_____

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JUNE 8, 2026, MEETING ABSENCE OF A PUBLIC UTILITIES BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Public Utilities Board Member Lee Riback (Member) was absent from the June8, 2026, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the June 8, 2026 meeting for the purpose as stated in Exhibit 1; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Lee Riback's absence from the June 8, 2026 Public Utilities Board meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

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 _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan E. 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, Interim

DATE: August 4, 2026

SUBJECT

Consider approval of a resolution of the City of Denton excusing the **June 10, 2026** meeting absence of a **Planning & Zoning Commission** Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Planning & Zoning Commission Member **Lisa Dyer** reported the absence on **June 10, 2026** was due to the following: **attending a conference**. If an absence is not excused as outlined in Section 2-83(c)(1)(a), a member may submit a request to have the absence excused by the City Council no later than ten business days after the date the absence occurred, and an item will be placed on the next available City Council agenda for consideration (*See Section 2-83 (c)(1)b*). Member **Dyer** filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Interim City Secretary

Agenda Title/Caption:

Exhibit 1 is the Agenda Information Sheet
Exhibit 2 is the Resolution – check the name is correct and that it's signed by legal.

The Redacted Absence Form is sent to Legal through Smart Sheet.

RESOLUTION NO.

_____

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JUNE 10, 2026, MEETING ABSENCE OF A PLANNING AND ZONING COMMISSION MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Planning and Zoning Commission Member Lisa Dyer (Member) was absent from the July 10, 2026, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the June 10, 2026 meeting for the purpose as stated in Exhibit 1; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Lisa Dyer's absence from the June 10, 2026, Planning and Zoning Commission meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

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 _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan E. 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, Interim

DATE: August 4, 2026

SUBJECT

Consider approval of a resolution of the City of Denton excusing the **July 6, 2026** meeting absence of a **Parks, Recreation & Beautification Board** Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Parks, Recreation & Beautification Board Board Member **Robert Tickner** reported the absence on **July 6, 2026** was due to the following: **pre-planned travel**. If an absence is not excused as outlined in Section 2-83(c)(1)(a), a member may submit a request to have the absence excused by the City Council no later than ten business days after the date the absence occurred, and an item will be placed on the next available City Council agenda for consideration (*See Section 2-83 (c)(1)b*). Member **Tickner** filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Interim City Secretary

RESOLUTION NO.

_____

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 6, 2026, MEETING ABSENCE OF A PARKS, RECREATION & BEAUTIFICATION BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Parks, Recreation & Beautification Board Member Robert Tickner (Member) was absent from the July 6, 2026, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 6, 2026 meeting for the purpose as stated in Exhibit 1; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Robert Tickner's absence from the July 6, 2026, Parks, Recreation & Beautification Board meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

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 _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan E. 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, Interim

DATE: August 4, 2026

SUBJECT

Consider approval of a resolution of the City of Denton excusing the **July 22, 2026** meeting absence of a **Planning & Zoning Commission** Board Member; and providing an effective date.

BACKGROUND

Section 2-83(c) of the Denton City Code mandates board, commission, or committee members who cannot attend a meeting must contact the chairperson or an appropriate staff liaison to report the absence before the start of the meeting and provide the reason. Absences can be excused by the City Secretary if the notification is received in advance of the meeting and if the absence is for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment. All board, commission, and committee members are provided information on the attendance requirements.

Planning & Zoning Commission Board Member **Mary Ann McDuff** reported the absence on **July 22, 2026** was due to the following: a**ttending a Rotary Multi-District Training Institute planning meeting**. If an absence is not excused as outlined in Section 2-83(c)(1)(a), a member may submit a request to have the absence excused by the City Council no later than ten business days after the date the absence occurred, and an item will be placed on the next available City Council agenda for consideration (*See Section 2-83 (c)(1)b*). Member **McDuff** filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:
Kristi Fogle
Interim City Secretary

RESOLUTION NO.

_____

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 22, 2026 MEETING ABSENCE OF A PLANNING AND ZONING COMMISSION MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 19-2866, adopted January 28, 2020, outlines the attendance policy/requirements for members of certain board, commission, and committees; and

WHEREAS, at adoption, Ordinance No. 19-2866 amended Section 2-83(c)(1)(a) to provide that an absence shall be considered excused for the following reasons: personal or family illness, death of a family member, jury duty, service in the armed forces, testifying before the legislature, attending a seminar involving municipal matters of importance to the member's duties, or an absence necessary for the member's business or employment; and

WHEREAS, Section 2-83(c)(1)(b), provides "in the event an absence does not meet any of the above noted criteria for an excused absence, the member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will then place an item on the next available city council agenda for their consideration, in accordance with the Texas Open Meetings Act."; and

WHEREAS, Planning and Zoning Commission Member Mary Ann McDuff (Member) was absent from the July 22, 2026, meeting with the purpose of the absence not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absence from the July 22, 2026 meeting for the purpose as stated in Exhibit 1; and,

WHEREAS, the City Secretary formally presents the Member's request for the excused absence to the City Council; NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Mary Ann McDuff's absence from the July 22, 2026, Planning and Zoning Commission meeting is sufficient to provide the absence be excused.

SECTION 2. The attendance record should reflect such absence as excused.

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 _____, the Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan E. 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: **Community Services**

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

DATE: **August 4, 2026**

SUBJECT

Consider adoption of an ordinance authorizing the city manager to execute and deliver Affordability Incentive Agreements on behalf of the City of Denton, for zoning incentives as described in Section 2.12 of the Denton Development Code as eligible; and providing an effective date.

STRATEGIC ALIGNMENT

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

DISCUSSION

On October 15, 2024, the City of Denton created the Affordability Incentive Program, in Section 2.12 of the Denton Development Code. The program offers nine different zoning incentives for residential developments that commit to leasing or selling some of their homes to low-income households at affordable rates. The program was amended on April 7, 2026 to improve access to incentives and prioritize homes that were Affordable for Denton. Materials provided to Council during the October 15, 2024 public hearing to authorize the program described a process allowing City staff to approve/deny requests according to program requirements. This is a clarifying item to clearly identify that the City Manager has been delegated authority to execute agreements for qualifying projects.

Currently, there is one eligible applicant requesting to execute an Affordability Incentive Agreement, the McAdams Haven Permanent Supportive Housing development.

OPTIONS

1. Approve the ordinance as presented
2. Do Not Approve the ordinance
3. Postpone to a date certain to allow for further deliberation

EXHIBITS

1. Agenda Information Sheet
2. Draft Ordinance

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared By:
Leia Atkinson
Housing Programs Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND ADMINISTER AFFORDABILITY INCENTIVE AGREEMENTS ON BEHALF OF THE CITY OF DENTON, FOR ZONING INCENTIVES AS DESCRIBED IN SECTION 2.12 OF THE DENTON DEVELOPMENT CODE AS ELIGIBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 15, 2024, the City Council adopted Section 2.12 of the Denton Development Code, creating the Affordability Incentive Program is to foster diverse housing options and opportunities for everyone in Denton; and

WHEREAS, to participate in the Affordability Incentive Program, a developer of an eligible affordable housing development in the City of Denton must execute an Affordability Incentives Agreement consistent with Section 2.12.B.2 of the Denton Development Code; and

WHEREAS, Section 2.12 of the Denton Development Code provides that the Director of the Department of Community Development is responsible for the review of the Affordability Incentives Agreements and the consideration of approval criteria for a proposed development's participation in the Affordability Incentive Program; and

WHEREAS, to promote organizational efficiency, the City Council finds it in the public interest to authorize the City Manager or their designee to administratively execute Affordability Incentive Agreements with eligible applicants pursuant to Section 2.12 of the Denton Development Code; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals contained in the preamble of this Ordinance are found to be true and incorporated by reference into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City Manager, or their designee, is authorized to execute on behalf of the City Affordability Incentive Agreements in accordance with Section 2.12 of the Denton Development Code in a form approved by the City Attorney.

SECTION 3. The City Manager, or their designee, is further authorized to carry out all obligations and duties of the City as set forth in Affordability Incentive Agreements.

SECTION 4. This Ordinance shall be effective as of its date of approval and passage by City Council.

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:	_____	_____	_____	_____

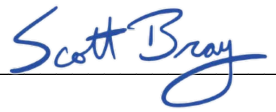
PASSED AND APPROVED this the _____ day of _____, 2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  Scott Bray
Deputy City Attorney

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Kenneth Hedges

DATE: August 4, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager or designee to execute a development agreement with Denton Enterprise Owner, LLC wherein the Developer will design and construct certain street perimeter improvements along Westcourt Road and Springside Drive as a requirement of the Denton Enterprise Logistics development; construct two lanes of Westcourt Road extending to Airport Road in lieu of constructing a bridge at Corbin Road; the City will acquire the necessary Right-of-Way for the Westcourt Road extension; with city participation not-to-exceed $866,067.00 for the construction of the roadway improvements; and providing an effective date.

BACKGROUND

The Developer is proposing an industrial development on approximately 103 acres located south of Airport Road and east of Westcourt Road. Under the 2022 Mobility Plan and Denton Development Code, the development would typically require the construction of half of the bridge at Corbin Road, alongside perimeter street improvements along Westcourt Road and Springside Drive.

During development review, the Developer demonstrated that constructing the Corbin Road Bridge would render the project economically infeasible. Upon evaluation, City staff determined that constructing the a portion Corbin Road Bridge was not very feasible and, at this time provides less immediate network mobility benefit than expanding and realigning Westcourt Road. Furthermore, the City is actively seeking external regional grant funding to construct the entire Corbin Road Bridge in a future phase.

To maximize regional mobility impact, staff negotiated an alternative infrastructure agreement of similar benefit where, in lieu of constructing a portion of the Corbin Road Bridge, the Developer will expand Westcourt Road from 2 to 4 lanes between Airport Road and south of Springside Drive, including realigning the corridor to eliminate the existing 90-degree turn at Westcourt and Springside for continuous traffic flow.

Per the agreement, the Developer and City agree to the following stipulations:

1. Developer to design and construct two of the four lanes of Westcourt Road as well as all required related improvements to Springside Dr. with a total construction cost of $7,673,500.00.
2. Developer to contribute $232,000.00 for a traffic signal located at the intersection of Airport Road and Westcourt Road. In lieu of payment, the cost will be subtracted from the City's contribution described below.
3. City to contribute a not-to-exceed amount of $866,067.00 from Roadway Impact Fees collected from Service Area C for the construction cost of the Westcourt Road extension. Subtracting the Developer's $232,000 signal contribution results in a net City payment of $634,067.

4. City to acquire offsite Right-of-Way (ROW) estimated at $250,000 necessary for the Westcourt Road extension. An initial offer letter must be sent to each affected property owner by September 14.
5. City to provide a 100% credit of the Roadway Impact Fee due, an estimated $446,000.00, for the development.

This agreement leverages over $6.6 million in private infrastructure investment with approximately $884,067 in net City impact fee outlays (cash plus ROW acquisition). Beyond immediate safety and capacity enhancements along Westcourt Road, this project unlocks undeveloped acreage south of Springside Drive, enhances mobility in the region, and establishes a critical detour route prior to upcoming major construction on Airport Road.

RECOMMENDATION:
Staff recommends approval of this request.

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

FISCAL INFORMATION
The City's financial obligation for the agreement of $634,067 (City's contribution of $866,067 less the Developer's $232,000 traffic signal requirement) is funded from the Roadway Impact Fee account 2930.5911.0001.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Map of Improvements

Respectfully submitted:
Charlie Rosendahl
Director of Development Services

Prepared by:
Mitchell Stoltz
Management Analyst

ORDINANCE NO. 26-0942

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A DEVELOPMENT AGREEMENT WITH DENTON ENTERPRISE OWNER, LLC WHEREIN THE DEVELOPER WILL DESIGN AND CONSTRUCT CERTAIN STREET PERIMETER IMPROVEMENTS ALONG WESTCOURT ROAD AND SPRINGSIDE DRIVE AS A REQUIREMENT OF THE DENTON ENTERPRISE LOGISTICS DEVELOPMENT; CONSTRUCT TWO LANES OF WESTCOURT ROAD EXTENDING TO AIRPORT ROAD IN LIEU OF CONSTRUCTING A BRIDGE AT CORBIN ROAD; THE CITY WILL ACQUIRE THE NECESSARY RIGHT-OF-WAY FOR THE WESTCOURT ROAD EXTENSION; WITH CITY PARTICIPATION NOT-TO-EXCEED $866,067.00 FOR THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") and Denton Enterprise Owner, LLC (the "Developer") mutually desire to enter into an agreement, attached hereto as Exhibit "A" and fully incorporated herein for all purposes, for the design and construction of certain street perimeter improvements along Westcourt Road and Springside Drive; construction of two lanes of Westcourt Road extending to Airport Road in lieu of constructing a bridge at Corbin Road; city participation not-to-exceed $866,067.00 for the construction of the roadway improvements (the "Agreement"); and

WHEREAS, the Developer owns approximately 102.9888 acres of land, generally located south of Airport Road and east of Westcourt Road within the city limits of Denton (the "Development"), and are in the process of developing and improving the property for industrial warehouses; and

WHEREAS, the City has adopted the 2022 Mobility Plan (the "Mobility Plan"), comprising a thoroughfare plan map and associated thoroughfare standards, guiding the buildout of the City's roadway, sidewalk, and on-street bicycle transportation network; and

WHEREAS, standard application of Section 7.8.7.B of the Denton Development Code relating to perimeter street improvement regulations would require construction of a bridge at Corbin Road and perimeter improvements along Westcourt Road and Springside Drive; and

WHEREAS, Developer has represented to the City that the perimeter street improvement costs related to the bridge at Corbin Road would render Developer's Development economically infeasible; and

WHEREAS, because development of the Property already requires certain perimeter street improvements along Westcourt Road and Springside Drive, the Parties agree that the City will forgo requiring the Corbin Road bridge improvements in exchange for Developer constructing additional length of Westcourt Road from Airport Road to approximately 465 linear feet south of Springside Drive and realigning Westcourt Road (the "Westcourt Road Extension"); and

WHEREAS, pursuant to the Mobility Plan, Westcourt Road is designated as a future primary arterial, and the construction of this roadway benefits the public as it achieves the goals of the Mobility Plan by providing a primary north-south thoroughfare from Airport Road to the future Loop 288; and

WHEREAS, although the Corbin Road bridge improvement is also contemplated by the Mobility Plan, the City finds that forgoing Corbin Road bridge improvement is less impactful on the Mobility Plan goals than forgoing the Westcourt Road Extension; and

WHEREAS, Westcourt Road is included in the 2024 Roadway Impact Fee Capital Improvement plan as project A-31; and

WHEREAS, Chapter 212, Subchapter C, of the Texas Local Government Code ("TLGC") governs contracts between municipalities and developers where a developer constructs public improvements and the municipality participates in the cost thereof; and

WHEREAS, pursuant to TLGC Section 212.072(b)(1), the City's participation in the Westcourt Road Extension is limited to the following: (i) $866,067.00 of the construction cost of the Project, (ii) the costs of acquisition of the ROW, and (iii) providing certain financial credits and funding to ensure the completion of the Westcourt Road Extension; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Agreement which is attached hereto and incorporated herein as Exhibit A.

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

SECTION 4. 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 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: _____

Leah Bush

Exhibit "A"
Development Agreement

STATE OF TEXAS §
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and among Denton Enterprise Owner, LLC, a Delaware limited liability company, ("Developer"), acting by and through its duly authorized officers, with a principal place of business located at 1776 Peachtree St NW STE 100, Atlanta, GA 30309, and the City of Denton ("City"), a home-rule city and a political subdivision of the State of Texas, acting by and through its duly authorized officers (Developer and City, herein referred to individually as "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Developer owns an approximately 102.9888 acre property more particularly depicted on **Exhibit "A"** attached hereto and incorporated herein (the "**Property**"); and

WHEREAS, development of the Property will result in an industrial development that will bring economic benefit to the City (the "Development"); and

WHEREAS, the City has adopted the 2022 Mobility Plan (the "**Mobility Plan**"), comprising a thoroughfare plan map and associated thoroughfare standards, guiding the buildout of the City's roadway, sidewalk, and on-street bicycle transportation network; and

WHEREAS, standard application of Section 7.8.7.B of the Denton Development Code relating to perimeter street improvement regulations would require construction of a bridge at Corbin Road and perimeter improvements along Westcourt Road and Springside Drive; and

WHEREAS, Developer has represented to the City that the perimeter street improvement costs related to the bridge at Corbin Road would render Developer's Development economically infeasible; and

WHEREAS, because development of the Property already requires certain perimeter street improvements along Westcourt Road and Springside Drive, the Parties agree that the City will forgo requiring the Corbin Road bridge improvements in exchange for Developer constructing additional length of Westcourt Road from Airport Road to approximately 465 linear feet south of Springside Drive and realigning Westcourt Road (the "**Westcourt Road Extension**"); and

WHEREAS, pursuant to the Mobility Plan, Westcourt Road is designated as a future primary arterial, and the construction of this roadway benefits the public as it achieves the goals of the Mobility Plan by providing a primary north-south thoroughfare from Airport Road to the future Loop 288; and

WHEREAS, although the Corbin Road bridge improvement is also contemplated by the Mobility Plan, the City finds that forgoing Corbin Road bridge improvement is less impactful on the Mobility Plan goals than forgoing the Westcourt Road Extension; and

WHEREAS, Westcourt Road is included in the 2024 Roadway Impact Fee Capital Improvement plan as project A-31; and

WHEREAS, in lieu of the Corbin Road bridge construction, the City is allowing the Developer to construct two (2) lanes of Westcourt Road extending to Airport Road, in addition to making the other required perimeter street improvements to Westcourt Road and Springside Drive, as shown in **Exhibit "B"**, which is attached hereto and incorporated herein (collectively, the "**Project**"); and

WHEREAS, Chapter 212, Subchapter C, of the Texas Local Government Code ("**TLGC**") governs contracts between municipalities and developers where a developer constructs public improvements and the municipality participates in the cost thereof; and

WHEREAS, pursuant to TLGC Section 212.072(b)(1), the City's participation in the Westcourt Road Extension is limited to the following: (i) $866,067.00 of the construction cost of the Project, (ii) the costs of acquisition of the ROW, and (iii) providing certain financial credits and funding to ensure the completion of the Westcourt Road Extension as described in Section 2; and

WHEREAS, the purpose of this Agreement is to memorialize Developer's intent to construct the Project, and the City's obligation to acquire ROW and provide financial credits and funds to ensure the completion of the Westcourt Road Extension portion of the Project.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

SECTION 1. PROJECT AMOUNT

A. **INCORPORATION OF RECITALS.**

1. The City and Developer agree that the recitals set forth above, which are incorporated herein by reference, are true and correct and form the basis upon which the Parties have entered into this Agreement.

B. **PROJECT**

1. The Developer has calculated and the City has approved Developer's estimate for the design and construction of the Project of **Seven Million, Six Hundred Seventy-Three Thousand, Five Hundred Dollars and Zero Cents ($7,673,500.00)**, (the "**Project Amount**") as shown on **Exhibit "C"**.

2. **Developer Obligations**.

(a) Developer shall be responsible for the design and construction of two (2) lanes of Westcourt Road extending to Airport Road, as well as all required related improvements to Springside Drive, to be completed prior to issuance of any certificate of occupancy related to the Development (subject to Section 1.B.3.(c) below); provided, however, that

the City must acquire all necessary ROW for the Westcourt Road Extension and deliver the same to Developer prior to the date Developer is required to commence construction of the Westcourt Road Extension.

(b) **Financial Guaranty.** To the extent required by law, Developer may not initiate or cause initiation of construction of any portion of the Project until Developer has provided the City with adequate financial security to guaranty Developer's completion of the Project once it has started. The Developer may provide, or cause to be provided through a third-party contractor, any financial guarantees that the City currently allows to facilitate the construction of public facilities. Such financial guarantees expressly include Developer delivering, or causing to be delivered through a third-party contractor, Performance, Payment, and Maintenance bonds executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code. Such bonds shall cover the full amount of the cost to construct the Project, shall be on the City's standard form, and shall contain a agent for service of process located in the State of Texas.

3. **City Obligations**.

(a) **ROW Acquisition**. On or before September 14, 2026, the City will initiate the acquisition process, for parcels where ROW is not being granted by plat, by sending each of the affected property owners an initial offer letter as required by Section 21.0111 of the Texas Property Code (the "**ROW Acquisition Process**") for all ROW necessary for the Westcourt Road Extension and use commercially reasonable efforts thereafter to acquire the ROW in an expeditious manner, recognizing that time is of the essence, and deliver the acquired ROW (or otherwise make the ROW available to Developer for construction through a license agreement or temporary easement) to Developer. Until final acquisition of the ROW, the City will provide Developer with status updates at each milestone of the ROW Acquisition Process, including, when initial or final offer letter(s) are mailed, upon filing of condemnation lawsuit(s), any special commissioners' hearings, and upon receipt of any court orders.

(b) **Notice; coordination**. If the City does not initiate the ROW Acquisition Process for the Westcourt Road Extension by September 14, 2026, the City must promptly notify Developer in writing. Thereafter, the Parties will negotiate in good faith regarding an extension or alternative arrangement.

(c) **ROW delay; no CO hold-up**.

i. Developer will have no obligation to commence construction of the Westcourt Road Extension until the ROW for the Westcourt Road Extension is acquired by the City (or otherwise made available for construction).

ii. Notwithstanding anything to the contrary, if completion of the

Westcourt Road Extension is delayed by the City's failure to timely deliver the ROW prior to the date that any permits, approvals, or certificates of occupancy are requested for the Development, the City will not withhold, delay, or condition the issuance of any permits, approvals, or certificates of occupancy for the Development on completion of the Westcourt Road Extension.

iii. Nothing in Section 3(c) relieves the Developer's obligation to construct the Westcourt Road Extensions following delivery of the ROW necessary to complete the project.

SECTION 2. FINANCIAL PARTICIPATION AND CREDITS

A. **Developer Cost.** The Developer is responsible for funding the design and construction of the Project.

B. **ROW Acquisition Costs.** The City will fully fund the ROW acquisition for the Westcourt Road Extension.

C. **City Funding.** The City shall provide additional funding to the Developer from Roadway Impact Fees collected from Service Area C to facilitate construction of the Project in an amount not to exceed **Eight Hundred Sixty-Six Thousand Sixty-Seven Dollars and Zero Cents ($866,067.00)** (the "**City's Contribution**").

D. **Roadway Impact Fee Credit and Waiver.** City acknowledges that the Development is eligible for Roadway Impact Fee Credits pursuant to the City of Denton Code of Ordinances and any related administrative rules. City hereby agrees to provide Developer with a full credit equal to one hundred percent (100%), an estimated $446,000, of all Roadway Impact Fees that would otherwise be assessed against the Development. The City agrees that, as a result of this full credit, Developer shall not owe, and the City shall not collect, any Roadway Impact Fees for this Development.

E. **Traffic Signal Cost Participation**. The Developer shall contribute an amount not to exceed Two Hundred Thirty-Two Thousand and 00/100 ($232,000.00) ("**Traffic Signal Cost**") to the City for the construction of a traffic signal located at the intersection of Airport Rd. and Westcourt Rd. The Traffic Signal Cost satisfies all of Developer's obligations related to traffic signals for the Development.

F. **Payment Terms.** After completion and acceptance of the Project by the City, the Developer will provide an accounting of the actual project costs (the "**Accounting Notice**"). City agrees to pay the City's Contribution within sixty (60) days of the Accounting Notice.

G. **Netting of Traffic Signal Cost.** The Traffic Signal Cost owed by the Developer to the City shall be netted against the City's Contribution. Accordingly, when the City's Contribution becomes due and payable, the City shall deduct the Traffic Signal Cost from the City's Contribution and pay the net amount to the Developer.

SECTION 3. TERM

The term of this Agreement shall begin on the date that all Parties have executed this Agreement (the "Effective Date") and terminate upon the complete performance of all obligations and conditions precedent by the Parties to this Agreement.

SECTION 4. DESIGN AND CONSTRUCTION

Developer shall submit Civil Engineering Plans for the Project for City review and approval, which approval will not be unreasonably withheld, conditioned, or delayed. The construction of the Project will be in conformance with the approved City Civil Engineering Plans for the Project. Developer may make minor plan modifications that do not affect the overall design concept or reduce the size, capacities, capabilities, or quality of the Project by submitting revisions to the assigned public works inspector with review and approval by the City.

SECTION 5. INDEMNITY

DEVELOPER SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST: (I) ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF THE CITY OR DEVELOPER TO ENTER INTO THIS AGREEMENT; AND (II) ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCUR AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF DEVELOPER IN CONNECTION WITH THE PROJECT, INCLUDING BUT NOT LIMITED TO DESIGN AND/OR CONSTRUCTION; PROVIDED, HOWEVER, THAT DEVELOPER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ANY INDEMNITEE, OR THE BREACH BY THE CITY OF THIS AGREEMENT.

SECTION 6. REMEDIES

A. If a default by either Party occurs and continues after thirty (30) days written notice to cure such default (or, if such default cannot reasonably be cured within thirty (30) days, such longer period as may be reasonably necessary to effectuate a cure, provided the defaulting Party commences cure within such thirty (30) day period and diligently pursues the same to completion), the non-defaulting Party may terminate this Agreement, upon written notice to the defaulting Party and pursue any and all remedies available at law or in equity.

B. The Parties agree that this Agreement and the funding of the Project herein constitutes a contract for goods or services that qualifies as a "contract subject to this subchapter" for purposes of Subchapter I of Chapter 271 of the Local Government Code. The Parties agree

that by entering into and performing its obligations under this Agreement the City waives its sovereign immunity and agrees not to raise sovereign immunity as a defense to any actions brought by Developer to enforce the obligations of the City hereunder and the contractual rights provided to Developer herein.

C. Nothing in this Section, nor the election of the Parties to not exercise a right or seek a remedy at a particular time, shall be construed as a waiver or release of any right, remedy, or cause of action that is available to the Parties under or as a result of this Agreement, in equity or at law.

D. If any Party files any action or brings any proceeding against another Party arising from this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

SECTION 7. VENUE AND GOVERNING LAW

This Agreement is performable in Denton County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

SECTION 8. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited with a nationally reputable overnight courier service, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City to:

The City of Denton
Cassey Ogden, Interim City Manager
215 East McKinney
Denton, Texas 76201

With copy to
City Attorney
Mack Reinwand
215 East McKinney, Suite 100
Denton, Texas 76201

If intended for Developer to:

Denton Enterprise Owner, LLC
Attn: Josh Meredith
5960 Berkshire Lane

Suite 600
Dallas, Texas 75225

With copy to:

Jackson Walker, L.L.P.
William S. Dahlstrom
2323 Ross Avenue, 6th Floor
Dallas, Texas 75201
E-mail: wdahlstrom@jw.com

SECTION 9. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws.

SECTION 10. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 11. COUNTERPARTS AND ELECTRONIC SIGNATURES

A. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

B. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign or DocuSign.

SECTION 12. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 13. SUCCESSORS AND ASSIGNS

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement and stand as obligations running with the land until satisfied in full, regardless of whether the Subject Property is developed as the Development, or as any other alternative use.

B. Developer may, at any time, assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the consent of the City provided that Developer provides the City written notice of the same. For purposes of this Agreement, "Affiliate" means any corporation, general partnership, limited partnership, limited liability partnership, trust, company (including, without limitation, any limited liability company or joint stock company) or other association, enterprise, organization, or entity that, directly or indirectly, through one or more intermediaries, that controls, is controlled by, or under common control with the Developer.

C. Developer may collaterally assign this Agreement to a third-party lender or financial institution without the prior written consent of the City, provided that Developer provides the City with written notice of the same.

D. Except as otherwise provided herein, Developer may not assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to any third-party non-Affiliate without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

SECTION 14. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement. The Parties further stipulate that with respect to the limited scope of this Agreement, the funds provided are not disproportionate to the burdens of the development. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code. The Parties further stipulate that this Agreement is governed by Chapter 212.072 of the Texas Local Government Code and that City is constrained from contributing more than thirty percent of the contract price.

SECTION 15. DEVELOPER WAIVER AND RELEASE

A. The Developer expressly acknowledges and agrees that the execution of this Agreement is made voluntarily by the Developer and not as a requirement of the City under its Code of Ordinances or Denton Development Code.

B. The Developer expressly acknowledges and agrees that the Development is still subject to the assessment of water and wastewater impact fees, as well as other dedication, construction, and fee requirements and costs associated with the Development. The Parties agree that the payment of fees and construction of roadways by Developer set forth herein satisfies all obligations of Developer for roadway improvements for the Development and that no other fees, costs, expenses, or charges will be imposed on Developer with respect to the Development except for fees related to the inspection of the public facilities by the City.

C. The Developer expressly acknowledges and agrees that:

1. As of the Effective Date, the Project Amount is roughly proportional to the benefits received and burdens imposed by the Development.

2. As of the Effective Date, all prerequisites to a determination of the Development related roadway and street requirements for the Project have been met, and that the Project Amount is related both in nature and extent to the impact of the Development upon the City and the needs related thereto.

3. Developer further expressly acknowledges and agrees that it waives any claims against the City for reimbursement of the Project Amount should the City receive additional monies as the result of another development that would be subject to contribution for further increases in capacity needed to Westcourt and Springside based on a rough proportionality analysis.

SECTION 16. MISCELLANEOUS

A. Boycott of Israel. The Developer represents, to the current actual knowledge of the individual signing this Agreement on behalf of the Developer as set forth on the signature page hereto (the "Developer's Officer"), in such Developer's Officer's representative capacity on behalf of the Developer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, as of the date of this Agreement, (i) boycotts Israel; or (ii) will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

B. Boycott of Certain Energy Companies. The Developer represents, to the current actual knowledge of the Developer's Officer, in such Developer's Officer's representative capacity on behalf of the Developer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2276 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, as of the date of this Agreement, (i) boycotts energy companies; or (ii) will boycott energy companies during the term of this Agreement. The term "boycott energy companies" as used in this paragraph has the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended.

C. Discrimination Against Firearm Entity or Firearm Trade Association. The Developer represents, to the current actual knowledge of the Developer's Officer, in such Developer's Officer's representative capacity on behalf of the Developer, that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section

2274.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and subject to applicable federal law, neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, as of the date of this Agreement, (i) has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or (ii) will discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or firearm trade association" as used in this paragraph has the meanings assigned to the term in Section 2274.001 of the Texas Government Code, as amended.

D Iran, Sudan and Foreign Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code. The Developer represents, to the current actual knowledge of the Developer's Officer, in his or her representative capacity on behalf of the Developer, that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Subchapter F of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

E. Form 1295. To the extent required by law, Developer has either submitted to the City an executed Form 1295 completed on and generated by the Texas Ethics Commission's (the "TEC") online system in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"), or demonstrated that it is a publicly traded business entity or a wholly owned subsidiary of the business entity for which the requirements of Form 1295 do not apply. If Developer submits Form 1295, City agrees to acknowledge such form on the TEC's website not later than the 30th day after the receipt of such form.

[signature pages follow]

EXECUTED on the Effective Date, by the City, signing by and through its City Manager, and by the Developer, acting through its duly authorized officers.

CITY OF DENTON

CASSEY OGDEN,
INTERIM CITY MANAGER

By:_____

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

By: _____

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

Charlie Rosendahl
SIGNATURE
Charlie Rosendahl
PRINTED NAME
Director
TITLE
Development Services
DEPARTMENT
7/24/26
DATE

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

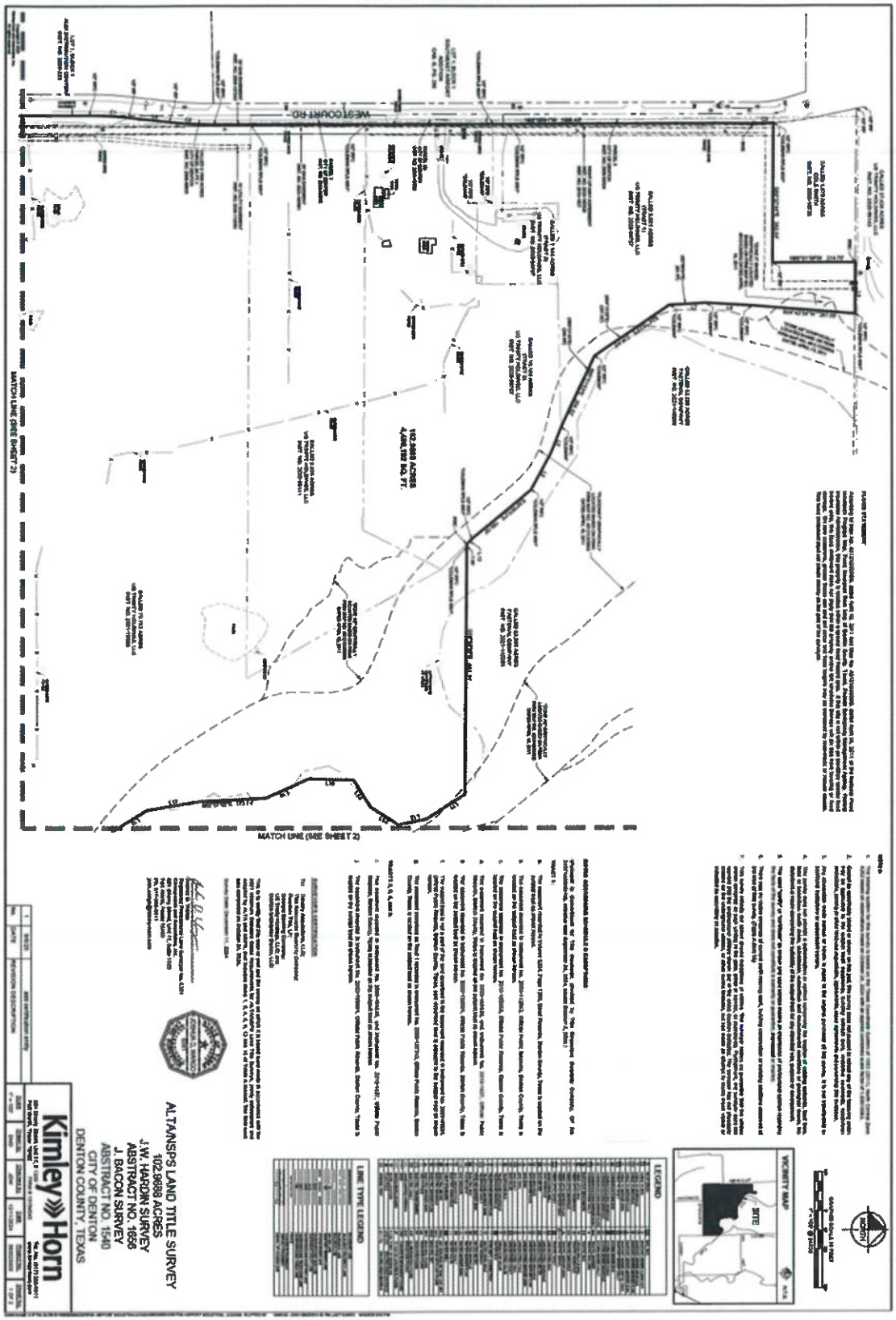
By: _____

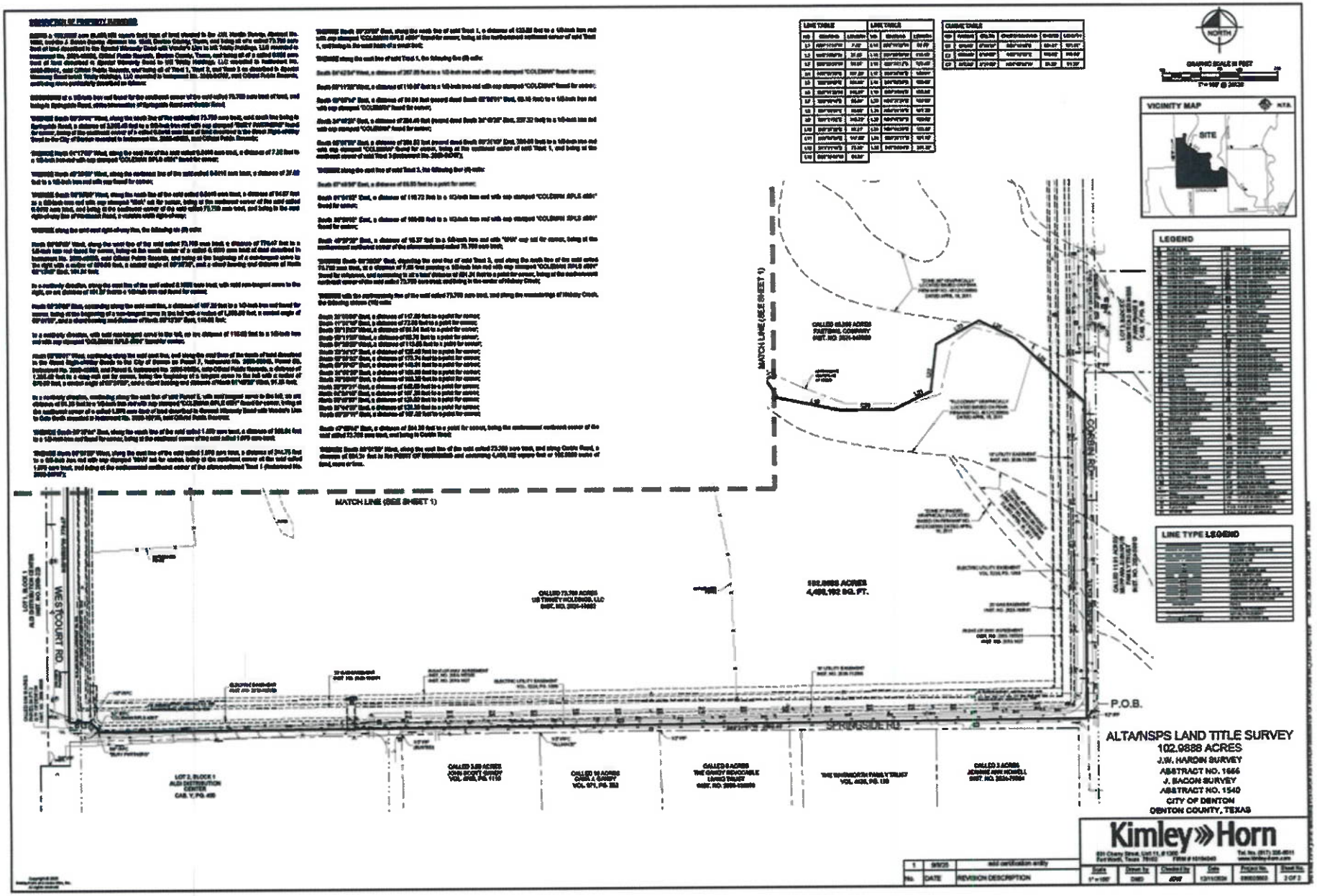
DEVELOPER

DENTON ENTERPRISE OWNER, LLC,
a Delaware limited liability company

By: _____
JOSH MEREDITH
MANAGER

EXHIBIT A
PROPERTY





DESCRIPTION OF PROPERTY SURVEYED

BEING A 102.9888 acre (4,486,192 square foot) tract of land situated in the J.W. Hardin Survey, Abstract No. 1666, and the J. Bacon Survey, Abstract No. 1540, Denton County, Texas, and being all of a called 73.709 acre tract of land described in Special Warranty Deed with Vendor's Lien to MS Trinity Holdings, LLC recorded in Instrument No. 2021-144693, Official Public Records, Denton County, Texas, and being all of a called 69.999 acre tract of land described in Special Warranty Deed to MS Trinity Holdings, LLC recorded in Instrument No. 2020-83041, and Official Public Records, Denton County, Texas, and being all of Tract 1, Tract 2, and Tract 3 as described in Special Warranty Deed with Vendor's Lien to MS Trinity Holdings, LLC recorded in Instrument No. 2020-83042, and Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of the said called 73.709 acre tract of land, and being in Springside Road, a variable dimension right-of-way (said road known as Tract 3);

THENCE South 89°29'09" West, along the south line of the said called 73.709 acre tract, and said line being in Springside Road, a distance of 2,305.49 feet to a 5/8-inch iron rod with cap stamped "DUNT SURVEYING" found for corner, being at the southwest corner of a called 0.0045 acre tract of land described in the Texas Right-of-Way Deed to the City of Denton recorded in Instrument No. 2020-45855, and Official Public Records;

THENCE North 01°17'09" West, along the west line of the said called 0.0045 acre tract, a distance of 7.30 feet to a 1/2-inch iron rod with cap stamped "COLEMAN RPLS 4564" found for corner;

THENCE North 45°39'09" West, along the northeast line of the said called 0.0045 acre tract, a distance of 37.48 feet to a 1/2-inch iron rod with cap found for corner;

THENCE South 89°29'09" West, along the south line of the said called 0.0045 acre tract, a distance of 54.87 feet to a 5/8-inch iron rod with cap stamped "DUNT" set for corner, being at the southwest corner of the said called 0.0045 acre tract, and being in the southeast corner of the said called 73.709 acre tract, and being in the said right-of-way line of Wilsonart Road, a variable width right-of-way;

THENCE along the said said right-of-way line, the following six (6) calls:

North 89°29'09" West, along the west line of the said called 0.0045 acre tract, a distance of 77.67 feet to a 1/2-inch iron rod found for corner, being at the south corner of a called 0.1000 acre tract of land described in Instrument No. 2020-45855, said Official Public Records, and being at the beginning of a non-tangent curve to the right with a radius of 60.00 feet, a central angle of 89°28'57", and a chord bearing and distance of North 89°12'41" East, 84.34 feet;

In a northerly direction, along the said line of the said called 0.1000 acre tract, with said non-tangent curve to the right, an arc distance of 93.72 feet to a 1/2-inch iron rod found for corner;

North 44°04'09" West, continuing along the said said line, a distance of 107.39 feet to a 1/2-inch iron rod found for corner, being at the beginning of a non-tangent curve to the left with a radius of 1,455.00 feet, a central angle of 03°31'00", and a chord bearing and distance of North 89°13'39" West, 119.85 feet;

In a westerly direction, with said non-tangent curve to the left, an arc distance of 119.89 feet to a 1/2-inch iron rod with cap stamped "COLEMAN RPLS 4564" found for corner;

North 87°03'09" West, continuing along the said said line, said straight said line of the south of land described in the Texas Right-of-Way Deeds to the City of Denton in Parcel 7, Instrument No. 2020-83042, Parcel 8A, Instrument No. 2020-45855, and Parcel 8, Instrument No. 2020-45854, said Official Public Records, a distance of 1,332.48 feet to a 1/2-inch iron rod with cap found for corner, being the beginning of a non-tangent curve to the left with a radius of 979.00 feet, a central angle of 05°37'00", and a chord bearing and distance of North 84°14'39" West, 95.98 feet;

In a northerly direction, continuing along the said line of said Parcel 8, with said tangent curve to the left, an arc distance of 96.02 feet to a 1/2-inch iron rod with cap stamped "COLEMAN RPLS 4564" found for corner, being at the southeast corner of a called 1.899 acre tract of land described in General Warranty Deed with Vendor's Lien to Gate South recorded in Instrument No. 2020-19715, said Official Public Records;

THENCE South 39°39'54" East, along the south line of the said called 1.899 acre tract, a distance of 169.84 feet to a 1/2-inch iron rod found for corner, being at the southeast corner of the said called 1.899 acre tract;

THENCE North 89°29'09" West, along the said line of the said called 1.899 acre tract, a distance of 344.76 feet to a 5/8-inch iron rod with cap stamped "DUNT" set for corner, being at the southeast corner of the said called 1.899 acre tract, and being at the southeastern southeast corner of the aforementioned Tract 1 (Instrument No. 2020-83042);

THENCE South 89°29'09" West, along the south line of said Tract 1, a distance of 123.88 feet to a 1/2-inch iron rod with cap stamped "COLEMAN RPLS 4564" found for corner, being at the northeastern northeast corner of said Tract 3, and being in the said south line of a said tract;

THENCE along the said line of said Tract 3, the following five (5) calls:

South 34°42'54" West, a distance of 207.20 feet to a 1/2-inch iron rod with cap stamped "COLEMAN" found for corner;

South 89°11'09" West, a distance of 110.97 feet to a 1/2-inch iron rod with cap stamped "COLEMAN" found for corner;

South 00°57'51" East, a distance of 84.84 feet (record deed South 00°30'51" West, 85.16 feet) to a 1/2-inch iron rod with cap stamped "COLEMAN" found for corner;

South 34°42'54" East, a distance of 264.49 feet (record deed South 34°30'26" East, 337.32 feet) to a 1/2-inch iron rod with cap stamped "COLEMAN" found for corner;

South 89°29'09" East, a distance of 384.83 feet (record deed South 89°31'07" East, 389.68 feet) to a 1/2-inch iron rod with cap stamped "COLEMAN" found for corner, being at the southeast corner of said Tract 3, and being at the southeast corner of said Tract 3 (Instrument No. 2020-83042);

THENCE along the said line of said Tract 3, the following four (4) calls:

South 45°49'09" East, a distance of 69.85 feet to a point for corner;

South 89°29'09" East, a distance of 119.72 feet to a 1/2-inch iron rod with cap stamped "COLEMAN RPLS 4564" found for corner;

South 39°29'09" East, a distance of 169.69 feet to a 1/2-inch iron rod with cap stamped "COLEMAN RPLS 4564" found for corner;

South 45°29'09" East, a distance of 16.97 feet to a 5/8-inch iron rod with "DUNT" cap set for corner, being at the northeastern northeast corner of the aforementioned called 73.709 acre tract;

THENCE South 89°29'09" East, departing the said line of said Tract 3, and along the said line of the said called 73.709 acre tract, at a distance of 7.00 feet passing a 1/2-inch iron rod with cap stamped "COLEMAN RPLS 4564" found for reference, and continuing in all a total distance of 691.24 feet to a point for corner, being at the southeastern northeast corner of the said called 73.709 acre tract, and being in the center of Hickory Creek;

THENCE with the northeasterly line of the said called 73.709 acre tract, and along the meanderings of Hickory Creek, the following eleven (11) calls:

South 39°29'09" East, a distance of 147.20 feet to a point for corner;
South 11°31'49" East, a distance of 72.00 feet to a point for corner;
South 39°13'09" West, a distance of 61.34 feet to a point for corner;
South 39°13'09" West, a distance of 183.74 feet to a point for corner;
South 51°29'09" West, a distance of 110.00 feet to a point for corner;
South 33°34'51" East, a distance of 120.00 feet to a point for corner;
South 56°25'09" East, a distance of 173.74 feet to a point for corner;
South 39°29'09" East, a distance of 149.91 feet to a point for corner;
South 34°49'09" East, a distance of 165.00 feet to a point for corner;
South 39°29'09" East, a distance of 165.00 feet to a point for corner;
South 39°29'09" East, a distance of 647.00 feet to a point for corner;
South 45°29'09" East, a distance of 167.28 feet to a point for corner;
South 39°29'09" East, a distance of 125.00 feet to a point for corner;
North 34°49'09" East, a distance of 125.00 feet to a point for corner;
North 39°29'09" West, a distance of 167.00 feet to a point for corner;

South 47°29'09" East, a distance of 264.30 feet to a point for corner, being the southernmost northeast corner of the said called 73.709 acre tract, and being in Castle Road;

THENCE South 39°29'09" West, along the said line of the said called 73.709 acre tract, and along Castle Road, a distance of 684.54 feet to the POINT OF BEGINNING and containing 4,486,192 square feet or 102.9888 acres of land, more or less.

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N89°29'09"W	7.30'	L10	S89°29'09"E	69.85'
L2	N45°39'09"W	37.48'	L11	S89°29'09"E	119.72'
L3	N89°29'09"W	54.87'	L12	S39°29'09"E	169.69'
L4	S89°29'09"W	123.88'	L13	S39°29'09"E	16.97'
L5	S34°42'54"W	207.20'	L14	S89°29'09"E	7.00'
L6	S89°11'09"W	110.97'	L15	S39°29'09"E	147.20'
L7	S00°57'51"E	84.84'	L16	S11°31'49"E	72.00'
L8	S34°42'54"W	264.49'	L17	S39°13'09"W	61.34'
L9	S89°29'09"E	384.83'	L18	S39°13'09"W	183.74'
L10	S45°49'09"E	69.85'	L19	S51°29'09"W	110.00'
L11	S89°29'09"E	119.72'	L20	S33°34'51"E	120.00'
L12	S39°29'09"E	169.69'	L21	S56°25'09"E	173.74'
L13	S39°29'09"E	16.97'	L22	S39°29'09"E	149.91'
L14	S89°29'09"E	7.00'	L23	S34°49'09"E	165.00'
L15	S39°29'09"E	147.20'	L24	S39°29'09"E	165.00'
L16	S11°31'49"E	72.00'	L25	S39°29'09"E	647.00'
L17	S39°13'09"W	61.34'	L26	S45°29'09"E	167.28'
L18	S39°13'09"W	183.74'	L27	S39°29'09"E	125.00'
L19	S51°29'09"W	110.00'	L28	N34°49'09"E	125.00'
L20	S33°34'51"E	120.00'	L29	N39°29'09"W	167.00'
L21	S56°25'09"E	173.74'	L30	S47°29'09"E	264.30'
L22	S39°29'09"E	149.91'	L31	S39°29'09"W	684.54'
L23	S34°49'09"E	165.00'			
L24	S39°29'09"E	165.00'			
L25	S39°29'09"E	647.00'			
L26	S45°29'09"E	167.28'			
L27	S39°29'09"E	125.00'			
L28	N34°49'09"E	125.00'			
L29	N39°29'09"W	167.00'			
L30	S47°29'09"E	264.30'			
L31	S39°29'09"W	684.54'			

CURVE TABLE				
NO.	CURVE	DELTA	CHORD BEARING & DIST.	CHORD
C1	0.0045'	90°00'00"	S44°29'09"E 0.01'	0.01'
C2	93.72'	89°28'57"	S89°12'41"E 84.34'	84.34'
C3	119.89'	5°37'00"	N87°14'39"E 119.85'	119.85'
C4	96.02'	5°37'00"	N87°14'39"E 95.98'	95.98'

No.	DATE	REVISION DESCRIPTION
1	9/9/25	add certification entity

Kimley»Horn
551 Cherry Street, Unit 11, #1300, Fort Worth, Texas 76102
Tel. No. (817) 335-6511
FIRM # 10193840
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1"=100'	DMD	JDW	12/11/2024	069600063	2 OF 2

ALTA/NSPS LAND TITLE SURVEY

102.9888 ACRES
J.W. HARDIN SURVEY
ABSTRACT NO. 1666
J. BACON SURVEY
ABSTRACT NO. 1540
CITY OF DENTON
DENTON COUNTY, TEXAS

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EXHIBIT B
PROJECT

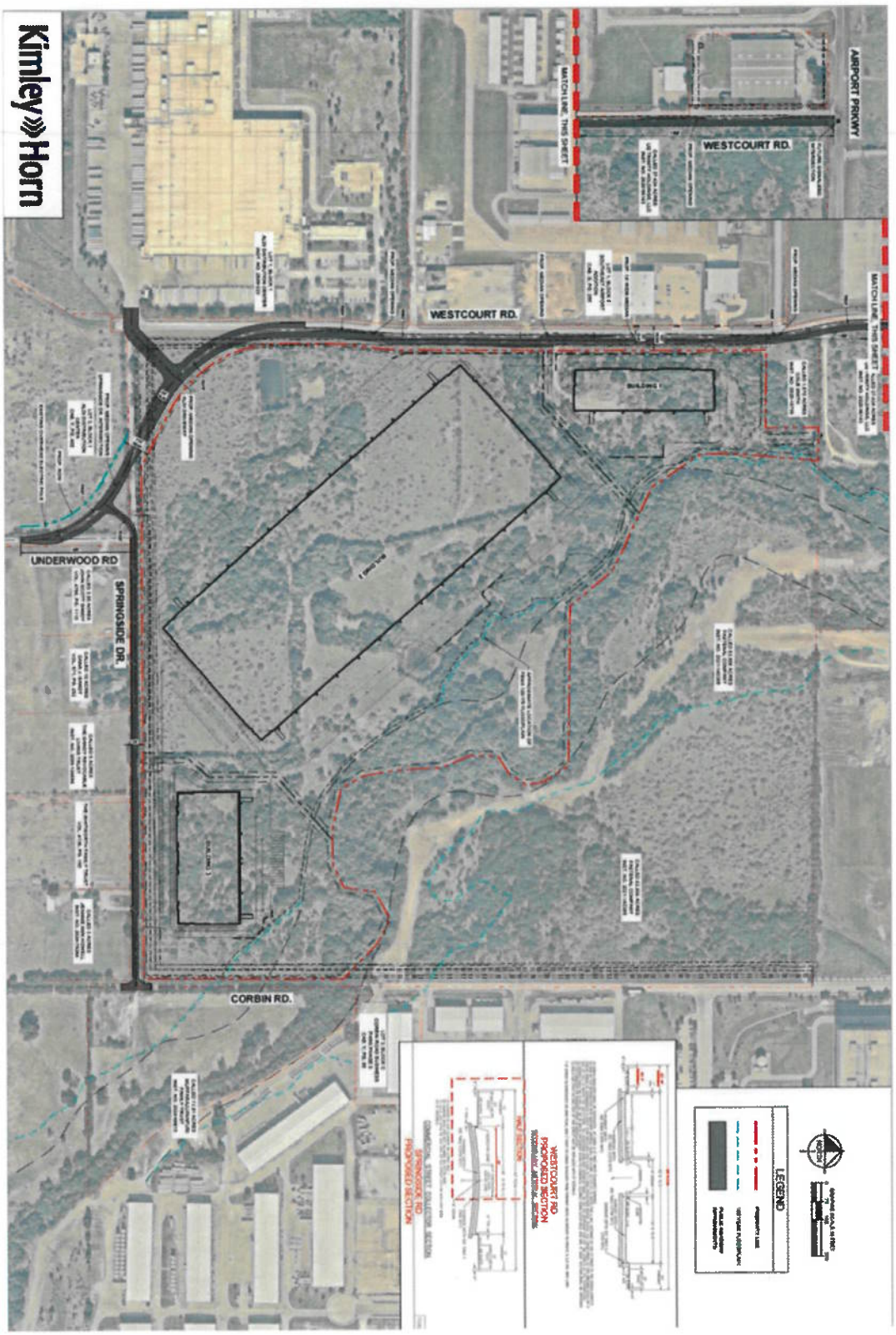


EXHIBIT C
PROJECT AMOUNT

The Parties acknowledge and agree that the Project Amount represents the overall budget for the Project and that the individual line item amounts shown on this Exhibit "C" are budgeted estimates only. Developer shall not be held to the specific budgeted amount for any individual line item, and Developer may reallocate funds between budgeted line items as the Project demands without the approval of the City.

GC	Roadway Improvements	$5,460,270.00
GC	Performance Bonds	$58,000.00
GC	Gas Pipeline Realignment	$1,350,000.00
GC	Streetlights	$415,000.00
Eng	35% off-site Roadway Plans	$90,000.00
Eng	Final Offsite Roadway Drawings	$195,000.00
Eng	Airport Road TxDOT DW Permit	$18,000.00
Eng	Additional Topo Survey	$8,500.00
MT	Material Testing	$78,730.00
	Total	**$7,673,500.00**

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
UNATTACHED
PLOTTED BY
PENNINGTON, ROB 2/23/2026 5:52 PM
P:\Projects\060025600 Denton Enterprise Industrial\4_Design\CAD\Plansheets
DWG
XTib - xSite xVeh xStorm xSewr xSite-Public xBndy xVMap xExSite

Segment A : Westcourt 2 lane

Segment B : Westcourt 2 lane

Segment C : Westcourt 2 lane - 4 lane

Segment D: Aldi driveway, West Court transition, and connection to Underwood

Segment E : Spring side 2 lane

SHEET C07.02

SHEET C07.03

SHEET C07.04

SHEET C07.05

SHEET C07.06

SHEET C07.07

BUILDING 1
97,240 SF

BUILDING 2
1,006,880 SF

BUILDING 3
140,400 SF

WESTCOURT

CORBIN ROAD

SPRINGSIDE ROAD

CALLED 37.424 ACRES
US TRINITY HOLDINGS, LLC
INST. NO. 2020-96143

CALLED 1.870 ACRES
COLT SMOSH
INST. NO. 2020-19735

PARCEL 5
CITY OF DENTON
INST. NO. 2009-50524

LOT 1, BLOCK 1
SOUTHEAST AIRPORT ADDITION
CAB. G, PG. 295

PARCEL 8B
CITY OF DENTON
INST. NO. 2009-49630

PARCEL 7
CITY OF DENTON
INST. NO. 2009-50513

CALLED 0.1508 ACRES
PARCEL 8A PT-1
CITY OF DENTON
INST. NO. 2009-49635

LOT 1, BLOCK 1
ALDI DISTRIBUTION CENTER
INST. NO. 2009-223

100YR FLOODPLAIN BASED ON FEMA FIRM MAP NO. 48121C0355G DATED APRIL 18, 2011

"FLOODWAY" GRAPHICALLY LOCATED BASED ON FEMA FIRM MAP NO. 48121C0360G DATED APRIL 18, 2011

CALLED 63.856 ACRES
FASTENAL COMPANY
INST. NO. 2021-140389

CITY OF DENTON, TEXAS
INST. NO. 2004-150433

LOT 3, BLOCK C
CORBIN ROAD BUSINESS PARK PHASE II
CAB. Y, PG. 89

CALLED 11.81 ACRES
MUPPARAJU/INAPURI FAMILY TRUST
INST. NO. 2024-58613

CALLED 0.0416 ACRES
PARCEL 8A PT-2
CITY OF DENTON
INST. NO. 2009-49635

LOT 2, BLOCK 1
ALDI DISTRIBUTION CENTER
CAB. Y, PG. 400

CALLED 3.00 ACRES
JOHN SCOTT GANDY
VOL. 4766, PG. 1110

CALLED 10 ACRES
DANA J. GANDY
VOL. 971, PG. 252

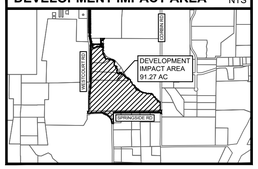
CALLED 5 ACRES
FAMILY TRUST
PG. 150

CALLED 3 ACRES
JEANNIE ANN HOWELL
INST. NO. 2024-76054

GRAPHIC SCALE IN FEET
0 100 200 400
1" : 200' @ 24"x36"

NORTH

DEVELOPMENT IMPACT AREA NTS



NOTES

- FIRE HYDRANTS LOCATED ON PRIVATE PROPERTY ARE PRIVATE AND SHOULD BE PRIVATELY MAINTAINED.
- FIRE HYDRANTS LOCATED WITHIN PUBLIC RIGHT OF WAY ARE PUBLIC AND SHOULD BE MAINTAINED BY THE CITY OF DENTON.
- ALL STORM IS PRIVATE UNLESS STATED OTHERWISE.
- ANY WATER, SEWER OR STORM SEWER WITHIN ROW OR PUE IS CONSIDERED PUBLIC AND AS SUCH MUST CONFORM TO CITY DCM AND DEVELOPMENT CODE.
- ALL WATER AND SANITARY SEWER LINES SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE OF 9'. WATER SHALL BE NO CLOSER THAN 5' FROM ANY OTHER UTILITY.
- REFER TO LANDSCAPE PLANS FOR LANDSCAPE AREAS AND PARKING LANDSCAPE AREAS.
- DUMPSTERS TO BE CONTAINED WITHIN LOADING AREAS.
- 1894.1 DBH OF TREES TO BE PRESERVED. REFERENCE TREE PRESERVATION PLAN - TPP25-0034. ANY FUTURE UNAUTHORIZED LAND DISTURBING ACTIVITY OR CONSTRUCTION ACTIVITY THAT WOULD IMPACT AND/OR DAMAGE THE PRESERVED TREES IS PROHIBITED.

No.	REVISIONS	DATE

Kimley»Horn
2600 N. CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 281-509-9674
WWW.KIMLEY-HORN.COM TX F-928

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PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer PATRICK J. HOGAN
P.E. No. 133683 Date FEB. 2026

KHA PROJECT	060025600
DATE	FEB. 2026
SCALE	AS SHOWN
DESIGNED BY	REP
DRAWN BY	REP
CHECKED BY	PJH

DENTON ENTERPRISE
LOGISTICS PARK
PREPARED FOR
CAVALRY REAL ESTATE
PARTNERS
DENTON TX

OVERALL DIMENSIONAL CONTROL PLAN

SHEET NUMBER
C07.01

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: **August 4th, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute a temporary License between the City of Denton and North Texas State Fair Association, a Texas nonprofit corporation, for the use of temporary housing and grazing of horses for the installation of a temporary agricultural/security fence during the annual North Texas Fair and Rodeo, being 5.603 acres of land situated in the Robert Beaumont Survey, Abstract No. 31, in Denton County, Texas; and providing an effective date.

BACKGROUND

The City of Denton (the "City") is the owner of real property described in Instrument No.'s #2026-42949 described in Denton County Records of Denton County, North Texas State Fair Association ("NTSFA") desires to execute a revocable license agreement with the City for the real property listed.

NTSFA has requested authorization from the City to use approximately 5.603-acres of City property for temporary housing and grazing of horses and for the installation of a temporary agricultural/security fence during the annual North Texas Fair and Rodeo. This use will occur each year between July 20 and September 15.

The License Term shall commence on the Commencement Date and continue through August 31, 2026 (the "Initial Term"), and may renew for one (1) additional, year, with the option to renew for one additional 1 year term at City's sole discretion (each, a "Renewal Term") additional years shall commence no earlier than July 1st of each year; and all fencing shall be removed no later than August 31st of each year, unless City provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term; provided, however, that the City may terminate this License prior to expiration at the City's sole discretion that the License Area is required to commence construction of the public Project. that the Property or License Area is required to commence construction of the public Project.

Use of the Property is contingent upon the Licensee obtaining a Temporary Fencing Permit, including approval of all fencing and animal-housing construction plans and details. The Licensee acknowledges that the Property is subject to inundation by several feet of floodwater during flood events, which may result in property damage and create risks to livestock.

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 the proposed ordinance
2. Decline to approve the proposed ordinance

RECOMMENDATION

Staff recommends approval of the ordinance.

ESTIMATED PROJECT SCHEDULE

Permitted Use is scheduled to commence Q3 2026.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

Funds from this property license will be allocated to the Capital Projects account: Neighborhood 5B & Oakland Drainage - 650152475/30100

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Location Map

Respectfully submitted:
Angel DeLory, Senior Real Estate Specialist
Development Services-Real Estate

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF DENTON A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARTY LICENSE BETWEEN THE CITY OF DENTON AND NORTH TEXAS STATE FAIR ASSOCIATION, A TEXAS NONPROFIT CORPORATION, FOR THE USE OF TEMAPORARY HOUSING AND GRAZING OF HORSES FOR THE INSTALLATION OF A TEMPORARY AGRICULTURAL/SECURITY FEENCE DURING THE ANNUAL NORTH TEXAS FAIR AND RODEO, BEING 5.603 ACRES OF LAND SITUATED IN THE ROBERT BEAUMONT SURVEY, ABSTRACT NO. 31, IN DENTON COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") is the owner of the land depicted in Exhibit "A" attached to the temporary license agreement (the "Agreement") and made a part hereof for all purposes, and referred to hereinafter as the "Property;" and

WHEREAS, North Texas State Fair Association (“NTSFA” or “Licensee”), desires to execute a revocable license with the City to use the Property for temporary housing and grazing horses for the installation of a temporary agricultural/security fence; and

WHEREAS, the proposed license rate is **$100.00** total per year; and

WHEREAS, the use of the Property is contingent upon obtaining the required Temporary Fencing Permit (TFP), including approval of fencing and animal-housing construction plans and details; and

WHERAS, the Licensee acknowledges that this area is subject to inundation by several feet of floodwater during flood events, which may result in property damage and pose risks to livestock; and

WHEREAS, the term for the Temporary License for the property set forth on Exhibit A to the Agreement shall not commence no earlier than July 1st of each year; and all fencing shall be removed no later than August 31st of each year; and

WHEREAS, the City Council determines it is in the best interest of the City to allow the revocable license for the Property and uses described herein; and NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Agreement between the City and NTSFA and to carry out the duties and responsibilities under the Agreement.

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

(The remainder of this page is intentionally left blank. Signatures follow on the next page.)

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 Villareal, 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 _____ day of _____2026.

_____
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

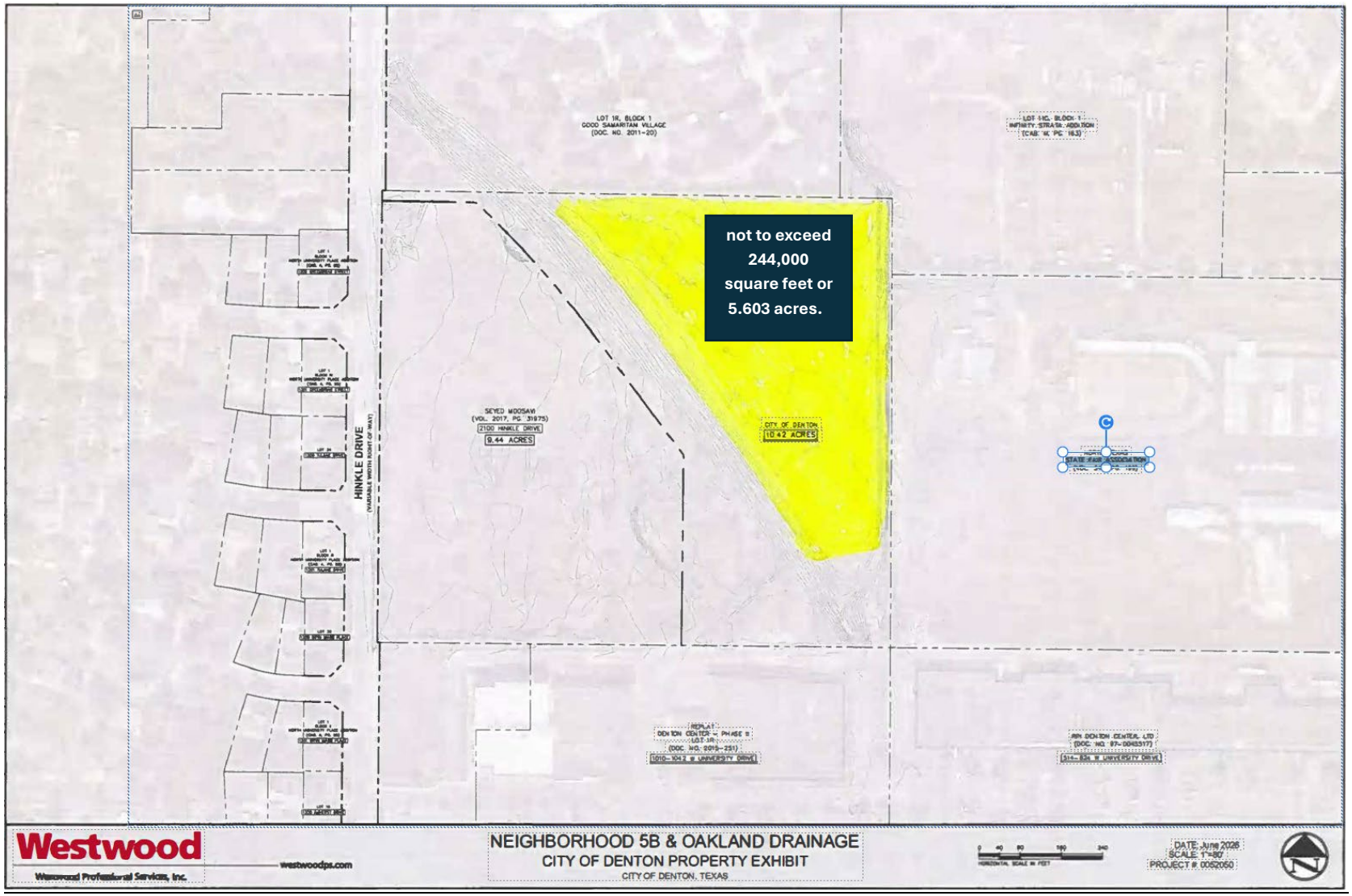
BY: _____

APPROVED AS TO LEGAL FORM:
MACKREINWAND, CITY ATTORNEY

BY: _____

Exhibit "A"

not to exceed
244,000
square feet or
5.603 acres.
Westwood
NEIGHBORHOOD 5B & OAKLAND DRAINAGE
CITY OF DENTON PROPERTY EXHIBIT


not to exceed
244,000
square feet or
5.603 acres.
LOT 1R, BLOCK 1
GOOD SAMARITAN VILLAGE
(DOC. NO. 2011-20)
LOT 1-IC, BLOCK 1
INFINITY STRATA ADDITION
(CAB. W, PG. 163)
SEYED MOOSAVI
(VOL. 2017, PG. 31975)
2100 HINKLE DRIVE
9.44 ACRES
CITY OF DENTON
10.42 ACRES
HINKLE DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
REPLAT
DENTON CENTER - PHASE II
LOT 1R
(DOC. NO. 2015-231)
1010-1042 W UNIVERSITY DRIVE
RN DENTON CENTER, LTD
(DOC. NO. 97-0045317)
314-836 W UNIVERSITY DRIVE
Westwood
Westwood Professional Services, Inc.
westwoodps.com
NEIGHBORHOOD 5B & OAKLAND DRAINAGE
CITY OF DENTON PROPERTY EXHIBIT
CITY OF DENTON, TEXAS
0 40 80 160 240
HORIZONTAL SCALE IN FEET
DATE: June 2026
SCALE: 1"=80'
PROJECT #: 0052050
N

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: August 4, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a fifth amendment to a Professional Services Agreement between the City of Denton and Halff Associates, Inc., amending the contract approved by the City Council on November 15, 2022, in the not-to-exceed amount of $1,144,280.00; amended by Amendments 1-4 approved by City Council and Purchasing; said fifth amendment to provide for additional right-of-way acquisition services in relation to the Westgate Drive Reconstruction Project Phase 2 for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (File 7599-011 – providing for an additional fifth amendment expenditure amount not-to-exceed $98,600.00, with the total contract amount not-to-exceed $1,386,570.00). The Public Utilities Board recommends approval (4 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Following the completion of the new Denton Independent School District (DISD) high school located west of the Bronco Way and North Bonnie Brae Street intersection, City Staff conducted preliminary research on the potential construction of the undeveloped portion of East/West Westgate Drive, the reconstruction of existing North/South Westgate Drive, and the reconstruction of Windsor Drive to help alleviate the traffic impact from the completed development.

On November 26, 2024, Capital Projects was directed to divide the project into two (2) phases due to the completion of right-of-way acquisition for East/West Westgate Drive. This segment provides a connection between Bronco Way and the I-35 frontage road. Construction of the Westgate Drive Phase 1 Project was recently completed in April 2026.

The Westgate Drive Phase 2 Project is currently estimated to begin construction in Q4-2027 with an estimated completion in Q2-2029. Extended phasing and added project activities for the existing design contract require an amendment to include additional right-of-way acquisition service costs. Amendment No. 5 will provide the Consultant Engineer and the City of Denton Real Estate Department with the necessary documentation to make initial contact with the affected property owners.

Amendment No. 1 provided for the additional hydraulic study which produced supporting documentation to complete a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA).

Amendment No. 2, a work authorization amendment, was approved by Purchasing to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the Contract. This amendment was a net zero change order to the contract NTE.

Amendment No. 3, a work authorization amendment, was approved by Purchasing to provide for the remaining category of Bidding and Construction Services, re-allocating funds to a new category called "Repackage" allowing the project to be split into two (2) phases per request of the City Manager's Office. This amendment was a net zero change order to the contract NTE.

Amendment No. 4 included the additional cost for splitting the design, bidding two packages, construction engineering services through construction for two packages, and FEMA application fees.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 15, 2022, City Council approved a contract with Halff Associates, Inc., in the not-to-exceed amount of $1,144,280 (Ordinance 22-2303).

On March 19, 2024, City Council approved Amendment No. 1 with Halff Associates, Inc., in the not-to-exceed amount of $62,000, for a total not-to-exceed amount of $1,206,280 (Ordinance 24-539).

On April 15, 2025, City Council approved Amendment No. 4 with Halff Associates, Inc. in the not-to-exceed amount of $81,690, for a total not-to-exceed amount of $1,287,970 (Ordinance 25-636).

On July 27, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award Amendment No. 5 with Halff Associates, Inc., to provide for additional right-of-way acquisition services in relation to the Westgate Drive Reconstruction Project Phase 2 for the Capital Projects Department, in a not-to-exceed amount of $98,600, for a total amended contract amount of $1,386,570.

PRINCIPAL PLACE OF BUSINESS

Halff Associates, Inc.
Richardson, TX

ESTIMATED SCHEDULE OF PROJECT

The Westgate Drive Phase 1 Project completed construction in April 2026.

The Westgate Drive Phase 2 Project is estimated to begin construction in Q4 2027 with an estimated completion in Q2 2029.

FISCAL INFORMATION

These services will be funded from the City of Denton Westgate Drive Reconstruction Project account 350522467.1360.20100. Purchase Order #201965 will be amended in the amount of $98,600. The total amended amount of this contract is $1,386,570.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Contract, Ordinances, and Amendments 1-4
Exhibit 3: Ordinance and Amendment 5

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

For information concerning this acquisition, contact: Jesus Perez, 940-349-7715.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. 22-2303

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC., FOR THE DESIGN OF THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL IMPROVEMENTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO HALFF ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00).

WHEREAS, on May 18, 2021, the City Council approved a pre-qualified professional engineering list (Ordinance 21-894); and

WHEREAS, 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 Halff Associates, Inc., for the design of the Westgate Drive Reconstruction Project for the Capital Improvements 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 Jesse Davis. 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:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Brandon Chase McGee, At Large Place 5:	✓			
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the 15th day of November, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: Rosa Rios

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Digitally signed by Marcella Lunn
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Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design
Purchasing Contact	Cori Power
City Council Target Date	NOVEMBER 15, 2022
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	22-2303

DS
LH

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CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc., with its corporate office at 1201 North Bowser Rd, Richardson, TX and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Westgate Drive Reconstruction Project (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 Exhibit 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 **$1,144,280** in the manner and in accordance with the fee schedule as set forth in Exhibit B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Exhibit 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 Exhibit A.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

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A. Invoice and Payment

(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Exhibit 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.

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 Exhibit 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 Exhibit 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 Exhibit 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 construction contractor that affect the amount that should be paid.

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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.

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,

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

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.

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 Exhibit 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

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 Exhibit 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 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 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:

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.

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 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

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 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:

Exhibit A - Scope of Services and Schedule
Exhibit B - Compensation

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on 11/15/2022.

BY:
CITY OF DENTON, TEXAS
DocuSigned by:
Sara Hensley
Sara Hensley, City Manager

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

BY:
ENGINEER
Halff Associates, Inc.
DocuSigned by:
Benjamin L. McGahey
2B2A715A9AE5417...

Date: 10/28/2022

2022-949744
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

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

DocuSigned by:
Rebecca Diviney
Signature 4B6745F...

Director of Capital Projects/City Engineer
Title

Capital Projects/Engineering
Department

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EXHIBIT A
SCOPE OF SERVICES
for
WESTGATE DRIVE RECONSTRUCTION
In
THE CITY OF DENTON

1. DESCRIPTION

The purpose of this project is to design the reconstruction and widening of Westgate Drive from Windsor Drive to Bronco Way, considered North/South Westgate, and to design permanent connectivity of Westgate Drive from Bronco Way to existing Westgate Drive, considered East/West Westgate. It is anticipated that the North/South Westgate will be a two-lane, 28-foot wide street section with curb and gutter and East/West Westgate will be a four-lane, divided street section to match the Bronco Way street section configuration. Pedestrian ramps shall be provided at all intersections. Design will include a new eight-foot sidewalk located on the northbound side of North/South Westgate. Windsor Drive will also be widened from the northbound I-35E Frontage Road to the existing North/South Westgate and Windsor Drive intersection to match the existing four-lane, divided street section configuration east of the intersection. Drainage improvements and an 8" water line extension from Coffey Drive to Bronco Way will also be provided. The scope of this project includes topographic and boundary map design surveys, right-of-way appraisal and parcel preparation, conceptual, preliminary and final design, construction plans, specifications, opinions of probable construction cost, and bidding and construction administration services.

2. PROJECT MANAGEMENT

A. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

B. Communications and Reporting:

- Attend one pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements.
- Conduct review meetings with the City at the end of each design phase. Up to three (3) total.
- Prepare and submit monthly invoices in the format acceptable to the City.
- Coordinate with franchise utilities as necessary for the design of the proposed infrastructure and provide and obtain information needed to

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prepare the design. Includes up to two (2) franchise utility coordination meetings.

C. Data Collection:

(1) Research and make efforts to obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, historical drainage complaints and other information available for the project area. This shall coincide with the project kickoff meeting.

(2) The City shall provide any existing available data concerning the Project including as built plans for existing streets, drainage facilities, water and sanitary sewer mains.

(3) The City shall also assist the Consultant, as necessary, in obtaining any required data and information from TxDOT, DME and/or other local utility companies.

(4) The City will provide the following data / information to assist with traffic projections:

(a) Development plans / future land use plans

i. Plans for known developments to be located in the area generally bordered by Interstate Highway (IH) 35E Frontage Road, Westgate Drive, Windsor Drive and Bronco Way

ii. Future land use plan for the City

iii. Growth rate for future development / traffic projections

(b) Thoroughfare Plan

(c) Information related to planned / proposed roadway improvement projects in the study area

(d) Historical traffic count data and future traffic projections in the study area, as available

3. DESIGN SURVEY

The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

A. Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of an established City of Denton benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish temporary benchmarks throughout the length of the project.

B. Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the

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project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.

C. Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the City a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the City. If permission cannot be obtained, the City will assist, or other arrangements will be worked out.

D. Consultant shall use a combination of mobile LiDAR and conventional survey as necessary to collect the field data. Feature extraction for the above two items will include the detailed list shown below in "Deliverables".

Deliverables:

- Survey files will be delivered in MicroStation or AutoCAD CADD files
- Topographic survey will include a DTM with minor contours at 1-foot intervals and major contours at 5-foot intervals and site planimetric along the route.
- Locate topographic features along with any above-ground features needed, such as edges of pavement, curbs and gutter, sidewalks, building corners, power poles, valves and other appurtenances.

4. RIGHT-OF-WAY REQUIREMENTS

The Consultant shall evaluate where right-of-way may be required.

A. Prepare a preliminary list of right-of-way parcels necessary to construct the project (if any). Submit to the City of Denton as soon as possible and prior to the final plan submittal.

B. Preparation of a Boundary Map/Right-of-Way Strip Map that will include:

- City title block
- Property owner name, address, and recording information of deed
- Location of all existing property pins and monuments
- Location of easements of record
- Existing rights-of-way
- Location of proposed easement pins
- Easement areas
- Parcel numbers
- All of the above shall be placed on standard plan sheets and bear the seal of a Texas Licensed Professional Engineer.

C. Meet with the City of Denton Staff to determine right-of-way requirements for preparation of field notes and exhibits.

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D. A maximum of twenty (20) right-of-way parcels, two (2) permanent drainage easements and ten (10) temporary construction easements may be required for the project.

E. Individual Exhibits for each parcel shall be prepared to contain the following:

- Area required
- Parcel number
- Property owner name, mailing address, and volume and page of deed
- Existing easements
- Exhibits will be drawn to scale
- All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas Registered Professional Land Surveyor.

F. Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard City of Denton conveyance document as Exhibit "A". Individual parcels will be cross-referenced on the plans. Front end documents shall be provided by the City.

G. Submit right-of-way documents to the City and make necessary corrections.

H. Upon approval of the right-of-way by the City, and if required, the Consultant shall stake and flag the right-of-way for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the City in Microsoft Word and PDF format.

5. RIGHT-OF-WAY SERVICES

The Consultant shall provide Right-of-Way services, including acquisition services, negotiations, and property valuations which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

A. Project Administration:

(1) Initial Site Visit
   a. ROW Consultant will visit project site with City Personnel.

(2) Communication:
   a. Maintain status reports of all parcel and project activities and provide weekly to City.
   b. Provide schedule of all areas of work indicating anticipated start and end dates.
   c. Attend weekly status meetings.
   d. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.

(3) File Management:
   a. Project and parcel files will be kept at the City. Working files will be kept in the ROW Consultant's project administrative office, but

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documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.

b. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
c. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
d. Maintain copies of all correspondence and contacts with property owners

B. Title and Closing Services:

(1) Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
   a. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
(2) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
(3) Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.
(4) The curative services necessary to provide clear title to the City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.
(5) The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
(6) The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
(7) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
(8) Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

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C. Negotiation Services:

(1) Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
(2) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
(3) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
(4) Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on applicable forms.
(5) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
(6) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
(7) Respond to property owner inquiries verbally and in writing within two business days.
(8) Prepare a separate negotiator contact report for each parcel per contact on approved form.
(9) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
(10) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
(11) Prepare final offer letter, documents of conveyance as necessary.
(12) Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.
(13) Issue Property Owner's Survey to property owner.

ADDITIONAL RIGHT-OF-WAY SERVICES

Additional services to be performed by Consultant, if authorized in writing by the City, which are not included in the above-described Basic Services, are described below:

D. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs

(1) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;

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a. Page one of the Relocation Advisory Assistance – Parcel Record form
b. Displacee Move Plan
c. Certification of Eligibility
d. Relocation Assistance Brochure

(2) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.

(3) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.

(4) Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.

(5) Provide 90-day notice to vacate, if required by the City, simultaneous with the delivery of relocation benefits package.

(6) Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.

(7) Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.

(8) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.

(9) For <u>non-residential</u> moves, Negotiated Self-Moves:

a. If a moving plan exceeds $20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
b. If the moving plan for a Negotiated Self-Move is less than $20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.

(10) For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and <u>not the Displacee</u>. Moving estimates must be prepared in writing and in the name of City and <u>not the Consultant.</u>

(11) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.

(12) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts

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with all parties. This includes descriptions of the reasons and outcome for each contact.

(13) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

(14) Process and compute increased interest payments as required.

(15) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.

(16) Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.

(17) Deliver warrants in accordance with City guidelines.

(18) Issue Relocation Survey to all Displacees.

(19) Provide an executed Certification of Eligibility form with all Displacee claims.

E. Condemnation Support:

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant shall provide those support services to City or to City's attorney as described below:

(1) Pre-Hearing Support

a. Request updated Title Commitment from title Company.
b. Use information from the Title Commitment to identify interested parties. *
c. Submit information packet as requested by Condemning Attorney.
d. Request update of appraisal.
e. File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
f. File Lis Pendens including the cause number with the County Clerk's Office
g. Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
h. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
i. File all originals with the court and send copies to City and Condemning Attorney.

(2) Post-Hearing Support

a. File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
b. Obtain certified copy of Award and provide to City with request for funding in amount of Award.

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c. Obtain Commissioners' Fees and submit to City for payment.
d. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
e. Send written notices of the date of deposit to the City and all interested parties.

* Updated Title Commitments shall be paid directly by City. Please refer to B. Title and Closing Services.

F. Relocation Appeal(s):

(1) Assist City with coordination of appeal process.
a. Submit appeal to City for review.
b. Provide supporting documentation.

G. Eviction Process:

(1) Assist City with Eviction Process
a. Maintain paperwork necessary for filing eviction.
b. File necessary documents with court.
c. Attend Hearing(s).

H. Disposal of Property Services:

(1) Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
(2) Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

I. Initial and Update Appraisal Service:

(1) Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
(2) Secure written permission from the owner to enter the property from which real estate is the be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.

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(3) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
(4) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
(5) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
(6) For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
(7) As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
(8) All completed appraisals will be administratively reviewed by the City staff and recommend for approval by the City staff.
    a. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
(9) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
(10) The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
(11) Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

J. Miscellaneous:

(1) Testimony for Hearing(s) or appeals.
(2) Document/Form establishment.
(3) Reporting outside of typical status reports.

RIGHT-OF-WAY SERVICES BY CITY/CONSULTANT EXCLUSIONS

Services to Be provided by the City include, but are not limited to the following:

(1) Provide timely reviews and approval of submissions.
(2) Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.

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(3) Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
(4) Initiate, coordinate, and administer environmental investigation surveys.
(5) Provide Bill of Sale for disposal of improvements.
(6) Pay direct costs of preliminary title commitment, updates and title insurance for all parcels acquired.
(7) Provide Review Committee for Relocation Appeal(s).

6. GEOTECHNICAL ANALYSIS/PAVEMENT DESIGN

The Consultant will subcontract with a Geotechnical engineering firm to provide sub-surface soil investigation, testing and pavement design including the following:

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
- Borings shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project. Fifteen (15) borings will be advanced to a depth of 12 feet below the existing surface the roadway.
- Testing will be in accordance with ASTM or TxDOT procedures. The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings. Laboratory testing will include moisture content, soil classification according to USCS, Atterberg limits and California bearing ratio. In the event the subgrade requires lime treatment the optimum percentage of lime will be determined by the Eades and Grim pH test.
- An engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:
  - General soil and groundwater conditions encountered at the boring locations
  - An evaluation of the swell characteristics of the subgrade soils
  - Recommendations for pavement subgrade preparation
  - Recommendations for pavement design
  - Earthwork recommendations

Deliverables:

- Boring logs with location map
- Soil testing results
- Geotechnical report

7. SUBSURFACE UTILITY ENGINEERING

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

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- Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
- Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
- Quality Level-D: Information derived from existing records or oral recollections.

A. Quality Level-A Utility Test Holes (Vacuum Excavation): Up to ten (10) test holes will be performed on various utilities at locations approved by the City of Denton. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas.

B. Quality Level-B Utility Designating: Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 50,000 linear feet of utilities including buried communication, electric, natural gas, water, and waste water/sanitary sewer. Designation of storm drain/storm sewer, irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

C. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

D. Quality Level-C Surveying: Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control.

E. Quality Level-D Records Research: Available Records will be provided to Halff by City of Denton. Halff will perform additional utility record research as needed to successfully complete the project.

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F. Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

G. SUE Field Manager / Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

H. Permitting: Street Cut permits will be coordinated with the City of Denton as required.

I. Work Zone Traffic Control: Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.

Deliverables:

- Deliverables for the designating work will include an electronic file (Microstation and/or AutoCAD format) containing the horizontal locations of the utilities. The utilities will be overlaid onto the survey base file.
- Deliverables for the Quality Level-A Test Hole Excavations will be an 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, locations, and other notable characteristics of the utility.

8. DRAINAGE STUDY

Consultant shall perform a floodplain analysis related to a roadway improvement project. The study aims for analyze impacts to the Pecan Creek (Above SCS Dam #16) floodplain along Westgate Drive (PROJECT). The purpose of the floodplain analysis is to ensure no negative impacts to the effective floodplain due to the proposed roadway improvements. Based off the effective FIRM (48121C0360G eff. 4/18/2011), there is an effective Zone AE with floodway and established BFEs downstream of the site, but upstream of the site there is a Zone A floodplain that likely does not have existing modeling. The downstream Zone AE model will have to be extended upstream of the project to evaluate the impacts of the project. This scope assumes the following for the PROJECT:

- PROJECT will be kept within the area shown in **Figure 1**;
- The ultimate (future) hydrologic conditions from the *Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis* (Halff 2021) will be used. It is assumed no new hydrology will be performed as part of this study;
- Per the previously mentioned study, the contributing drainage area for the PROJECT is less than one square mile. Therefore, per Section 3.8.1 of the City of Denton Stormwater Design Manual, a CLOMR/LOMR or Flood Study may be

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performed. This scope assumes no CLOMR/LOMR will be needed, since BFEs are already established, and a Flood Study will be performed;

- The FEMA effective model for Pecan Creek (Above SCS Dam #16) will be used for the hydraulic analysis. If this model is not available, then additional services and fees would be required to develop a pre-project model.

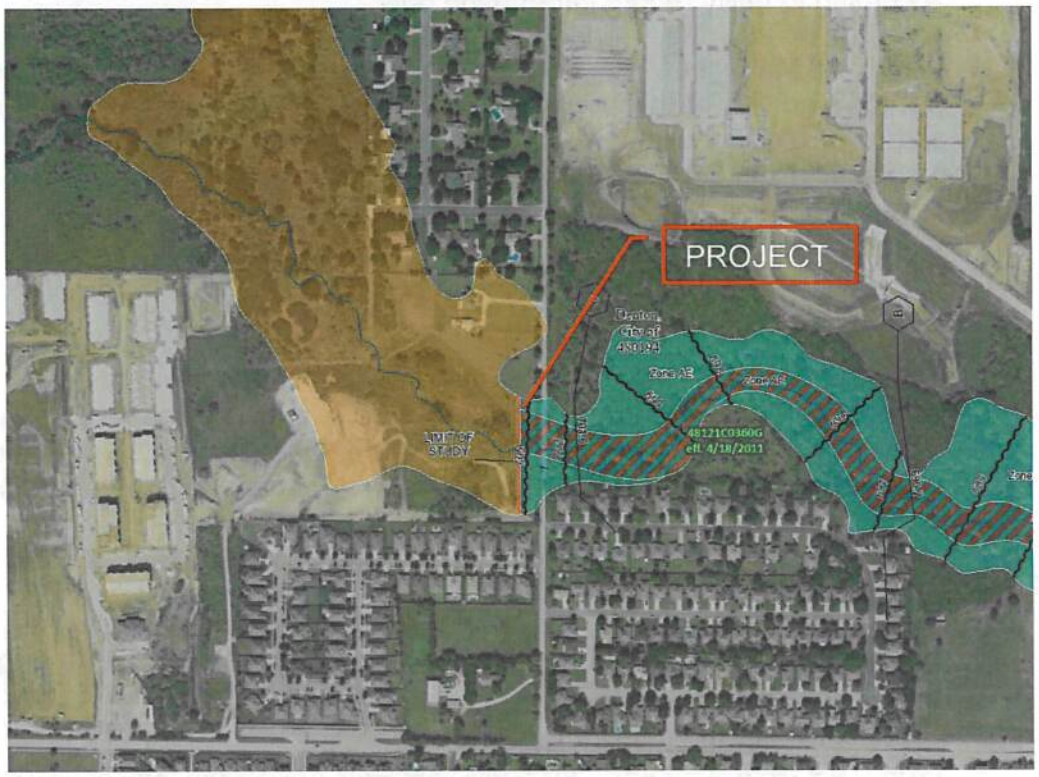

Figure 1. PROJECT Limits

J. PROJECT MANAGEMENT

(1) Coordinate with design team.
(2) Meetings with CLIENT. Includes a maximum of three meetings (3).

K. DATA COLLECTION AND TERRAIN DEVELOPMENT

(1) Process best available Texas Natural Resources Information System (TNRIS) LiDAR for the PROJECT area.
(2) Develop a Digital Terrain Model (DEM) and contours.
(3) Utilize topographic survey (to be provided by ENGINEER).

L. HYDROLOGIC ANALYSIS

(1) Utilize drainage areas from Pecan Creek and North Pecan Creek Watershed Study and Alternative Analysis (Halff 2021).
(2) Obtain flows from report and models for use in hydraulic modeling.

M. HYDRAULIC ANALYSIS

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(1) Obtain the FEMA effective model for Pecan Creek (Above SCS Dam 16). If FEMA or CLIENT cannot provide the effective model, then additional services and fees will be required to develop a pre-project model for the reach.
(2) Execute the Effective Model to verify its integrity.
(3) Create revised existing model by incorporating updated survey into the existing model.
(4) Using the 30, 60, 90, and 100% civil design drawings, create a proposed conditions hydraulic model. Up to two (2) design alternatives will be analyzed.
(5) Execute and debug the model.
(6) Perform QAQC on results and hydraulic model.
(7) Address QAQC comments.

N. FLOOD STUDY REPORT

(1) Write, edit, and compile a flood study report detailing the results of the floodplain analysis. It is assumed no FEMA CLOMR or LOMR will be needed.
(2) Submit key digital data, including modeling and GIS layers. The report and data will be submitted to the CLIENT.
(3) Deliverables: Flood Study Report, in PDF format, and all relevant digital data.
(4) Address any review comments with the CLIENT, if necessary.

9. CONSTRUCTION PLANS

The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The construction plans will consist of numerous sheets ordered as follows:

A. Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified. Following the title sheet shall be a sheet index with drawings numbered consecutively and without subscripts.

B. Project Layout Sheet(s): The project layout sheet(s) will be laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown without excessive detail. Additionally, survey control points shall be shown.

C. Project General Notes and Legend: These sheets will include a listing of abbreviations, legend, and general notes.

D. Typical Sections: Typical sections shall be drawn to depict a view looking north or east. As a minimum, typical sections will be drawn showing the relationship

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of the proposed street and existing and proposed improvements. Typical sections will include existing roadways, right-of-way lines, etc., along with all proposed roadway improvements and will depict all significant items of work.

E. Plan and Profile Sheets (Paving, Storm Drain and Water): Plan-profile sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. The plan and profile station will align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project. Water line profiles shall only be provided for lines 12-inch and larger. Lines smaller than 12-inch shall be designed in plan only.

F. Grading Plans: Halff will provide grading plans that include 1' proposed contours with spot elevations labeled at PC, PT, PI, drainage structures and maximum 50 feet spacing.

G. Drainage Plans: Halff will provide a drainage area map and calculations to support the design of a closed conduit system and determine any additional inlets needed to appropriately convey runoff for the street corridor. Existing storm drain infrastructure will remain in place wherever practicable.

H. Roadway Illumination Plans: Halff will provide illumination layout plans, electrical circuit plans and details for roadway lighting system. These plans shall include street illumination and safety lighting at all intersections and other locations as necessary to meet City standards for spacing. A photometric study will not be provided.

I. Detail Sheets: The City's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.

J. Miscellaneous: Construction plans will also address erosion control, utility adjustments, traffic control (including phasing, detours, road closures, signing, barricading, etc.), pavement markings and signage, and other improvements.

K. Cross Sections: Cross sections shall be arranged from bottom to top of the sheet looking up station and shall show existing and proposed features and improvements. Generally, no more than eight (8) sections per sheet are to be plotted. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties. Full sections will be drawn at maximum spacings of 500 feet.

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L. Review Plans: The Consultant shall develop conceptual plans and profiles and estimates of probable cost for the 30% milestone. A rolled schematic will be provided for review and comment and to determine the feasibility of the project and confirm constructability and cost prior to developing preliminary plans. Preliminary plans shall then be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% and 100% milestone. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. The Consultant shall, in company with the City, perform at least one plans-in-hand review for each submittal. Deliverables for each design submission are as follows:

(1) 30% Design Package
   (a) Roll schematic depicting plan layout for roadway and storm drain conduit
   (b) Typical Sections
   (c) Letter report summarizing the design criteria utilized, and assumptions made during preparation of the conceptual design. The report will also address design constraints discovered during the preliminary alignment preparation
   (d) Engineer's Preliminary Estimate of Probable Construction Cost

(2) 60% Design Package
   (a) Information provided in previous design package revised per City comment
   (b) Cover sheet, sheet index and legend, general notes
   (c) Project layout and control
   (d) Right-of-Way Map sheets
   (e) Demolition plans
   (f) Roadway, storm drain and water line plan and profile sheets
   (g) Drainage area map, hydraulic and inlet computations
   (h) Preliminary grading plans
   (i) Roadway cross-sections
   (j) Engineer's 60% Preliminary Estimate of Probable Construction Cost

(3) 90% Design Package
   (a) Information provided in previous design package revised per City comment.
   (b) Traffic control and phasing sheets
   (c) Roadway Illumination plan sheets
   (d) Pavement markings and signage
   (e) Erosion control plans
   (f) Project detail sheets
   (g) Project manual and technical specifications.
   (h) Engineer's 90% Pre-Final Estimate of Probable Construction Cost

(4) 100% Final Design Package

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(a) Information provided in previous design package revised per City comment, signed and sealed for bidding.
(b) Engineer's 100% Final Estimate of Probable Construction Cost

M. Design: The design of the project shall be in general accordance with the City of Denton ordinances, standard details, and good Consulting practices. During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical. When required, proposed relocations or replacements will be shown in plan and profile.

N. Prints: One (1) 11x17 set of plans and electronic files in PDF format shall be submitted to the City for each review stage. The Consultant will upload a set of plans in PDF format to the City's PROCORE submission software at each project milestone. The Consultant will provide utility companies with electronic PDF files of 60% plans for review. The City shall provide local utility contact information to assist with distribution.

O. General: Construction plans shall be furnished half-size. The Consultant will provide one 11x17 set of vellum plans and electronic pdf files for bidding and construction. The City's standard format shall be used. Electronic files in PDF and DGN or DWG format shall be provided to the Contractor for use during construction.

P. Generic Sheet List: Following is a general list of plan sheets required for each construction package.

(1) Cover Sheet
(2) Sheet Index and Legend
(3) Project General Notes
(4) Typical Paving Sections
(5) Project Layout Sheet(s)
(6) Right-of-Way Maps
(7) Demolition Plans
(8) Paving Plan and Profile Sheets
(9) Grading Plans
(10) Drainage Area Map and Calculations
(11) Storm Drain Plan and Profile Sheets
(12) Water Line Plan Sheets
(13) City of Denton Pavement Standard Details
(14) Miscellaneous Pavement Details
(15) City of Denton Storm Drain Details
(16) City of Denton Water Line Details
(17) Erosion Control Plans
(18) City of Denton Erosion Control Details
(19) Pavement Markings, and Signage Plans and Details
(20) Roadway Illumination Plans
(21) Illumination Tables and Details

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(22) Traffic Control and Sequencing Plans
(23) Traffic Control Details
(24) Roadway Cross Sections

Q. Specifications: The Consultant shall prepare a project manual and technical specifications required for bidding and constructing the project. The project manual will be provided in the City's standard format. Only specifications amending or supplementing the City's specifications need be furnished. Project manual, specifications, bid items and quantities shall be furnished on hard copy and by electronic file.

10. PERMITTING

The Consultant shall prepare applications to the Texas Department of Licensing and Review (TDLR) for code review of sidewalks and ramps. After construction the Consultant shall notify TDLR of completion date. Consultant shall address any questions or issues by TDLR as a result of review and inspection. TDLR review and inspection fees are included in this proposal.

The Consultant shall prepare construction plans permit set to submit to TxDOT for approval to allows Westgate Dr. and Windsor Dr. improvements in TxDOT Right-of-Way as they pertain to connections to the northbound frontage road.

11. BID AND CONSTRUCTION PHASE ENGINEERING ASSISTANCE

A. Bidding – During the bidding phase, the Consultant will prepare bid documents and assist the City in advertising the project for bids. The Consultant will address technical questions and prepare addenda and issue to the bidders. The Consultant shall attend a pre-bid meeting and prepare minutes. The Consultant will tabulate bids and make recommendation for award of contract.

B. Construction:

(1) Attend a pre-construction meeting and monthly progress meetings as required. Document each meeting with written minutes.
(2) Review shop drawings and Contractor submittals.
(3) Review laboratory test reports on materials and equipment.
(4) Prepare and negotiate Change Orders between the Contractor and the City.
(5) Prepare record drawings from information supplied by the Contractor.
(6) Attend final inspection and assist in preparation of a punch list report.

C. Closure – The Consultant shall prepare "record" plans, incorporating all changes and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished in.pdf format. CADD files shall be furnished as well.

12. TRAFFIC STUDY & DESIGN

Based on correspondence with the project team, Halff Associates, Inc. (Halff) will conduct an Intersection Alternatives Evaluation (Phase 1) for the proposed Westgate

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Street / Bronco Way intersection in Denton, Texas. Halff will also conduct a Traffic Signal Warrant Study and prepare traffic signal design plans for the intersection, if warranted (Phase 2).

If the City of Denton requires task items outside of this scope, Halff will prepare an additional services agreement for authorization by the City prior to initiating those items.

PHASE 1 – INTERSECTION ALTERNATIVES EVALUATION

TASK 1.0 DATA COLLECTION

1.1 Conduct a site visit to check roadway conditions in the study area.

1.2 Conduct weekday AM and school and commuter PM peak period turning movement traffic counts (7:00 – 9:00 AM and 2:00 – 6:00 PM) at the following intersections:

- 1.2.1 Northbound IH 35 frontage road / Westgate Drive
- 1.2.2 Windsor Drive / Westgate Drive
- 1.2.3 N. Bonnie Brae Street / Riney Road / Bronco Way

1.3 Conduct weekday 24-hour bi-directional link volume traffic counts at the following locations:

1.4

- 1.4.1 Westgate Drive between the northbound IH 35 frontage road and the retail center driveway
- 1.4.2 Westgate Drive north of Windsor Drive
- 1.4.3 Bronco Way west of N. Bonnie Brae Street

1.5 Acquire the following information from the City of Denton:

- 1.5.1 Plans for future roadway improvements in the study area
- 1.5.2 Historical traffic count data in the study area
- 1.5.3 Planned or proposed developments in the study area
- 1.5.4 Growth rate for projecting future traffic volumes in the study area
- 1.5.5 Rates for existing traffic volumes to account for school and / or COVID-19 impacts, as applicable
- 1.5.6 Thoroughfare plan
- 1.5.7 Future land use plan

TASK 2.0 ANALYSIS

2.1 Identify existing AM and school and commuter PM peak hour volumes at the study intersections listed in Task 1.2, based on the traffic count data collected in Task 1.2.

2.2 Develop projected weekday AM and school and commuter PM peak hour turning movement traffic volumes at the future Westgate Drive / Bronco Way intersection for the Build Out scenario. Build out year to be determined in consultation with the City.

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2.3 Conduct weekday AM and school and commuter PM peak hour intersection level of service (LOS) analyses at the Westgate Drive / Bronco Way intersection using the Build Out scenario volumes development in Task 2.2. Evaluate up to three intersection configurations, to be determined in consultation with the City.

2.4 Address pedestrian routing at the Westgate Drive / Bronco Way intersection.

2.5 Address school access and potential queuing along Westgate Drive south of Bronco Way.

2.6 Work with the City and project team to determine a preferred intersection configuration, including traffic controls and lane assignments.

TASK 3.0 REPORT PREPARATION

3.1 Prepare a preliminary draft technical report that addresses the findings in Tasks 1 and 2.

3.2 Submit a copy of the draft report to the City and project team for review and comment.

3.3 If necessary, revise the report once based upon comments from the City and project team.

3.4 Prepare a final version of the technical report and submit to the City.

TASK 4.0 CONFERENCE CALLS

4.1 Attend up to three conference calls with City staff and / or the project team to discuss the traffic study.

SERVICES NOT COVERED – INTERSECTION ALTERNATIVES EVALUATION

The services stipulated below are specifically excluded from the scope of this contract. In the event additional services are required, an addendum to this contract will be required before work can proceed. Additional services include but are not limited to the following:

1. Conduct any traffic counts for the project, other than those specifically identified in Task 1.
2. Conduct any operational / level-of-service analyses of site driveways, street intersections or other roadways in the study area, other than those specifically identified in Task 2.
3. Provide any services related to permits or detailed engineering plans for recommendations.
4. Conduct any revisions to the report caused by changes to the study assumptions, such as changing the land uses / densities / build out year for the study.
5. Attend any more than the three conference calls for the project identified in Task 4.
6. Attend any City of Denton meetings, including Planning and Zoning Commission and City Council meetings.
7. Address any review comments that may be generated by the City more than the one round noted in Task 3.3.

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PHASE 2 – TRAFFIC SIGNAL WARRANT STUDY / TRAFFIC SIGNAL DESIGN

TASK 1.0 TRAFFIC SIGNAL WARRANT STUDY

1.1 Develop weekday hourly approach volumes at the Westgate Drive / Bronco Way intersection for the Build Out scenario. Build out year will be the same as the year analyzed in the Intersection Alternatives Evaluation, as determined in consultation with the City.

1.2 Conduct a Traffic Signal Warrant Study for the Westgate Drive / Bronco Way intersection based on the projected volumes developed in Task 1.1.

1.3 Prepare a technical report outlining the findings and results of the Traffic Signal Warrant Study.

1.4 Attend one conference call with City staff and / or the project team to discuss the warrant study.

TASK 2.0 TRAFFIC SIGNAL DESIGN

2.1 Attend a conference call with City Traffic Engineering staff to discuss the signal design requirements.

2.2 Acquire signal design standards and requirements from the City.

2.3 From the project team, acquire the electronic CAD files (MicroStation) for the preferred Westgate Drive / Bronco Way intersection configuration. Design files shall include at minimum all existing and proposed curb lines, pavement markings, pedestrian ramps, existing signal equipment, aboveground and underground utilities, and right-of-way around the study intersection, as applicable.

2.4 PDF signal design plans will be produced for the intersection and will be submitted to the City for review and comment at the following design levels:

- 2.4.1 60 percent plans
- 2.4.2 90 percent plans
- 2.4.3 Final plans

2.5 Provide PDF and CAD files of final plans and one set of original signed and sealed plans.

2.6 Prepare a quantities summary, bid item spreadsheet and estimate of construction cost for the traffic signal modifications and submit this information to the City.

2.7 Coordinate the signal design process with the City.

2.8 Conduct a maximum of six meetings or conference calls with the City and / or project team as needed to discuss the signal design plans at the design levels outlined in Task 2.4.

SERVICES NOT COVERED – TRAFFIC SIGNAL WARRANT STUDY / TRAFFIC SIGNAL DESIGN

The services stipulated below are specifically excluded from the scope of this contract. In the event additional services are required, an addendum to this contract

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will be required before work can proceed. Additional services include but are not limited to the following:

1. Collect any survey data for the projects (all necessary survey data shall be provided by the City and / or project team, as described in Task 2.3).
2. Conduct any traffic counts for the project other than those specifically identified in Phase 1.
3. Conduct any operational / level-of-service analyses of site driveways, street intersections or other roadways in the study area.
4. Attend any City meetings above staff level, such as Planning and Zoning Commission or City Council meetings.

13. ENVIRONMENTAL SERVICES

Federal Permitting (Section 404 of Clean Water Act)

A. Jurisdictional Determination: Halff will perform a field delineation to identify the limits of waters of the United States, including wetlands. A brief summary report will be prepared describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for permit requirements pursuant to Section 404 of the Clean Water Act (Section 404).

B. Nationwide Permit Pre-Construction Notification: It is anticipated the proposed activity may be authorized by Nationwide Permit 14 – *Linear Transportation Projects,* which requires a PCN. Halff will prepare and submit a pre-construction notification (PCN) to the USACE. The contents of a PCN include:

(1) Name, address and telephone numbers of the prospective permittee;
(2) Location of the proposed project;
(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure;
(4) Delineation of waters of the United States (**see Jurisdictional Determination);**
(5) Compensatory mitigation plan, if needed;
(6) Threatened and endangered species assessment; and
(7) Cultural resources assessment.

14. ILLUMINATION STUDY

A. Halff Associates, Inc. is pleased to submit this proposal for Electrical Engineering to design the illumination for approximately 8,600 feet of proposed public roadway. The lighting design shall meet the City of Denton / DME's Design criteria for street light design. Halff shall design the layout of the poles, design the conduit layout and conductor requirements to the DME transformer/service connection location for DME to make final connections at

the service point and provide the equipment for the DME transformer/service connection.

B. Halff will coordinate with City staff and DME related to service location(s) and the selection of an appropriate luminaire and pole.

C. A point-by-point photometric analysis will be performed to illustrate the design meets the required foot-candle levels.

D. Voltage drop calculations will be performed to ensure circuit design meets the maximum voltage drop allowed.

Construction Document Phase:

- Lighting Site plan
- Lighting Schedules
- Electrical Details (as needed).
- Coordination with the City, Utility, and Halff Design Team.
- Provision of two (2) deliverables.

Construction Phase Services:

- Responses to RFI's.
- Review of submittals and shop drawings.
- We are excluding site visits.

15. EXCLUSIONS

Other additional services, not included in this contract, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include:

- Attendance or preparation for Public Meeting(s)
- Attendance or preparation for City Council Meetings
- Full Tree preservation/mitigation plan
- Landscape architecture and irrigation design
- Revisions to plans requested by the City after plans are approved
- Permit fees, filing fees, pro-rated fees, impact fees and taxes
- Property acquisition or negotiations other than stipulated in the "5. Right-of-Way Services" section.
- Design of sanitary sewer, gas, telephone, or other utility improvements except as noted herein
- Graphic products except as noted herein
- Design of utilities or other improvements outside of the project boundary or roadway rights of way (not in scope)
- SWPPP preparation
- Environmental assessments
- Construction staking
- FEMA CLOMR and/or LOMR submittal

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- Hydrologic and Hydraulic analysis other than stipulated in the 8. Drainage Study section.
- Advanced, 2D hydraulic analysis
- Sediment transport analysis
- Scour Analysis
- Drainage Study design drawings, plans, or specifications
- Preparation of an Individual Permit
- Preparation of a Pedestrian Survey for Cultural Resources
- Design for additional power connection or circuiting to other devices not mentioned above.
- Design for receptacles located at the base of the electrical lighting pole.

16. SCHEDULE

The Scope of Services for this PROJECT is based on the following schedule:

A. Completion of design surveys, SUE level "B", and geotechnical investigation: 60 calendar days from date of written authorization to begin work.

B. Completion/furnishing 30% conceptual schematic, preliminary drainage study, bid quantities, and construction cost estimate: 90 calendar days from date of written authorization to begin.

C. Completion/furnishing 60% preliminary plans, final drainage study, bid quantities, and construction cost estimate: 165 calendar days from date of written authorization to begin, excluding City review time.

D. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 225 calendar days from date of written authorization to begin, excluding City review time.

E. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 255 calendar days from date of written authorization to begin, excluding City review time.

F. Bidding services: 60 calendar days from city's approval of final plans.

G. Construction services: In accordance with construction schedule (estimated to be 540 calendar days total)

H. Closure: 60 calendar days from the date of construction completion.

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EXHIBIT B

COMPENSATION
FOR
WESTGATE DRIVE RECONSTRUCTION

Exhibit "B" defines the basis of compensation to the Professional for the services rendered.

Basic Fee Services (Project Management and Construction Plans) – The basic fee for the services as described in Exhibit "A" as Project Management and Construction Plans will be **$558,900** which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

1. $97,000 for Conceptual Design Phase (30% submittal)
2. $200,000 for Preliminary Design Phase (60% submittal)
3. $200,000 for Pre-Final Design Phase (90% submittal)
4. $61,900 for Final Design Phase (100% submittal)

Items (1) through (4) will be billed lump sum monthly based on actual completion of the tasks and may include partial payments of the total amounts designated for each item.

Special Services – The maximum not-to-exceed fee for special services as described in Attachment "A" will be **$585,380,** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for special services shall be lump sum unless noted otherwise. The table below summarizes special services fees.

TASK DESCRIPTION		FEE
I.	Topographic and Boundary Design Surveys	$52,620
II.	Right-of-Way Parcels ($2,800 per each)	$56,000
III.	Drainage Easements ($2,500 per each)	$5,000
IV.	Temporary Construction Easements ($2,500 per each)	$25,000
V.	Right-Of-Way Appraisal, Acquisition, and Title/Closing Services ($10,500 per each)	$210,000
VI.	Geotechnical Engineering	$23,550

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VII.	Subsurface Utility Engineering Level B, C, & D	$29,670
VIII.	Subsurface Utility Engineering Level A – Vacuum Excavation ($2,000 per each)	$20,000
IX.	Drainage Study	$47,010
X.	TDLR Plan Review, State Filing and Inspection Fees	$2,140
XI.	TxDOT Permit Coordination	$9,000
XII.	Bidding and Construction Engineering	$35,290
XIII.	Traffic Study	$23,730
XIV.	Traffic Signal Design	$30,620
XV.	Environmental Services	$6,500
XVI.	Illumination Study	$9,250
TOTAL SPECIAL SERVICES		**$585,380**

Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **$1,144,280.00.**

Item II. The City will only be billed for the number of right-of-way parcels produced.

Item III. and IV. The City will only be billed for the number of easement parcels produced.

Item V. The City will only be billed for the number of parcels that require acquisition, appraisal and title/closing services.

Item VIII. Subsurface Utility Engineering Level A fee includes a maximum of ten (10) excavations completed times $2,000 per each. The City will be final billed based on the number of excavations completed with a minimum of two excavations.

Reimbursable costs include printing, deliveries, mileage and other direct costs associated with the project. Subcontract expenses and outside services shall be reimbursed at cost to Consultant plus a markup of ten percent (10%).

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CITY OF DENTON
Westgate Drive Reconstruction

City of Denton	Labor Category		Project Mgr.	QA/QC Manager	Sr. Water Resources Eng.	Traffic Eng.	Electrical Eng.	Lead Civil Eng.	Civil Eng.	EIT	CADD	GIS	Survey RPLS/ Geospatial Manager	Sr. Survey Technician	Survey Crew 2- Man	Designating 2-man Crew	SUE Manager	SUE Field Manager	Utility Coordinator	hrs /sheet			Mileage	Deliv./Print			Remarks
Westgate Drive Reconstruction	**Team Member**		All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All		All	All			All		All	
Fee Proposal - August 2022	**Hourly Billing Rate**		$240	$270	$225	$205	$150	$160	$145	$125	$100	$115	$235	$130	$180	$190	$145	$130	$155		Total Manhour	Total Labor $	$0.60	Misc.	Total Expense $		Total $	
	Scope	**Plan**																										
Task Description	**Ref.**	**Sheets**																										
1.0 PROJECT MANAGEMENT	2																											
1.1 Kickoff Meeting (1)		-	4		4			4													12	$2,500	60		$36		$2,540	
1.2 Design coordination meetings/plan review (3)		-	12		12			12													36	$7,500	180		$108		$7,610	
1.3 Monthly reports and billing (36)		-	18																		18	$4,320					$4,320	
1.4 Project scheduling		-	1					4													5	$880					$880	
1.5 Franchise utility coordination		-	16					16	16												48	$8,720					$8,720	
1.6 Quality assurance/quality control		-		24																	24	$6,480					$6,480	
1.7 Team Coordination			2		6			12	12												32	$5,490					$5,490	
2.0 DESIGN SURVEY	3																											
2.1 Topographic		-									40		16	24	60						140	$21,680					$21,680	
2.2 Boundary		-									20		20	48	100						188	$30,940					$30,940	
3.0 RIGHT-OF-WAY	4																											
3.1 Right-of-way Parcels (20 @ $2,800)																						$56,000					$56,000	
3.2 Drainage Easement Parcels (2 @ $2,500)																						$5,000					$5,000	
3.2 Temporary Construction Easement Parcels (10 @ $2,500)																						$25,000					$25,000	
4.0 RIGHT-OF-WAY SERVICES	5																											
4.1 Appraisal, Acquisition and Title/Closing (20 @ $10,500)																						$210,000					$210,000	
5.0 GEOTECHNICAL ENGINEERING	6																											
5.1 Geotech Report and Recommendations		-																				$23,550					$23,550	
6.0 SUBSURFACE UTILITY ENGINEERING	7																											
6.1 Level B		-	5	3							30			2	20	80	10	20	10		180	$29,670					$29,670	
6.2 Level A Test Holes (10 each @ $2,000)		-																				$20,000					$20,000	
7.0 DRAINAGE STUDY	8																											
7.1 Project Management		-			12					20											32	$5,200					$5,200	
7.2 Data Collection and Terrain Development		-			4					12	8	8									32	$4,120					$4,120	
7.3 Hydrologic Analysis		-			1				1	6											8	$1,120					$1,120	
7.4 Hydraulic Analysis				8	24				40	90	8	8									178	$26,330					$26,330	
7.5 Flood Study Report				2	8				20	40											70	$10,240					$10,240	
8.0 CONSTRUCTION PLANS	9																											
8.1 Construction Plans		-																						$1,000	$1,000		$1,000	
Cover Sheet		1						1	1	2	2									6.0	6	$755					$755	
Sheet Index and Legend		1						1	1	2	2									6.0	6	$755					$755	
General Notes		2	1					2	4	2	4									6.5	13	$1,790					$1,790	
Typical Paving Sections		2	1					2	8	16	4									15.5	31	$4,120					$4,120	
Project Layout		2	1					2	8	16	4									15.5	31	$4,120					$4,120	
Right-of-Way Map Sheets		9	4					12	48	96	24									20.4	184	$24,240					$24,240	
Demolition Plans		9	2					8	44	90	20									18.2	164	$21,390					$21,390	
Paving Plan and Profile Sheets		18	8					28	148	300	54									29.9	538	$70,760					$70,760	
Driveway and Sidestreet Plan and Profile Sheets		6	2					6	36	72	12									21.3	128	$16,860					$16,860	
Grading Plans		18	8					24	148	300	48									29.3	528	$69,520					$69,520	
Drainage Area Map and Computations		9	2					6	36	72	18									14.9	134	$17,460					$17,460	
Storm Drain Plan and Profile Sheets		16	8					20	128	256	48									28.8	460	$60,480					$60,480	
Storm Drain Laterals Sheets		4	1					4	24	40	8									19.3	77	$10,160					$10,160	
Water Line Plan and Profile Sheets		6	4					12	40	80	16									25.3	152	$20,280					$20,280	
Erosion Control Plans		5	1					4	32	48	12									19.4	97	$12,720					$12,720	
Pavement Markings and Signage Plans		5	1					4	32	48	12									19.4	97	$12,720					$12,720	
Traffic Control and Sequencing Plans		22	4					24	66	132	44									12.3	270	$35,270					$35,270	

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CITY OF DENTON
Westgate Drive Reconstruction

City of Denton Westgate Drive Reconstruction Fee Proposal - August 2022	Labor Category Team Member Hourly Billing Rate		Project Mgr. All $240	QA/QC Manager All $270	Sr. Water Resources Eng. All $225	Traffic Eng. All $205	Electrical Eng. All $150	Lead Civil Eng. All $160	Civil Eng. All $145	EIT All $125	CADD All $100	GIS All $115	Survey RPLS/ Geospatial Manager All $235	Sr. Survey Technician All $130	Survey Crew 2- Man All $180	Designating 2-man Crew All $190	SUE Manager All $145	SUE Field Manager All $130	Utility Coordinator All $155	hrs /sheet	All Total Manhour	All Total Labor $	Mileage $0.60	Deliv./Print Misc.	All Total Expense $	All Total $	Remarks
Task Description	**Scope Ref.**	**Plan Sheets**																									
Roadway Illumination Plans		12	2	4			52	8	52	172	24									26.2	314	$42,080				$42,080	
Roadway Cross Sections		22	4					16	112	220	44									18.0	396	$51,660				$51,660	
Details		26	1					2	12	32	24									2.7	71	$8,700				$8,700	
Conceptual Design Report		-	2					20		12											34	$5,180				$5,180	
Update Plans Per City Comments 30%		-	1					4	16	16											37	$5,200				$5,200	
Update Plans Per City Comments 60%		-	1					4	16	16											37	$5,200				$5,200	
Update Plans Per City Comments 90%		-	1					4	16	16											37	$5,200				$5,200	
Specifications and Project Manual		-	2					24	16												42	$6,640				$6,640	
Engineers Estimate of Probable Construction Costs		-	2					4	24	32											62	$8,600				$8,600	
9.0 PERMITTING	10																										
9.1 TDLR Registration and Inspection		-																				$2,140				$2,140	
9.2 TxDOT Permit Coordination		-																				$9,000				$9,000	
10.0 BIDDING AND CONSTRUCTION ENG.	11																										
10.1 Pre-Bid Meeting			4					4													8	$1,600	60		$36	$1,640	
10.2 Bidding/Addenda								4	4												8	$1,220				$1,220	
10.3 Contracts/Agreements/Recommendation/Bid Tab								2	12												14	$2,060		$500	$500	$2,560	
10.4 Pre-Construction Meeting			8					8													16	$3,200	60		$36	$3,240	
10.5 Submittals/Pay Requests/Schedules/Change Orders			2					6	16												24	$3,760				$3,760	
10.6 Monthly Meetings								96													96	$15,360	1080		$648	$16,010	
10.7 Final Inspection and Punch List			8					8													16	$3,200				$3,200	
10.8 Record Drawings			1					1	8		16										26	$3,160		$500	$500	$3,660	
11.0 TRAFFIC STUDY & DESIGN	12																										
11.1 Intersection Alternatives Evaluation						48				86											134	$20,590				$20,590	
11.2 Traffic Signal Warrant Study						8				12											20	$3,140				$3,140	
11.3 Traffic Signal Design						64				140											204	$30,620				$30,620	
12.0 ENVIRONMENTAL SERVICES	13																										
12.1 Jurisdictional Determination																						$5,000				$5,000	
12.2 Nationwide Permit Pre-Construction Notification																						$1,500				$1,500	
13.0 ILLUMINATION STUDY	14																										
13.1 Photometric Illumination Study		-					20			50											70	$9,250				$9,250	
Subtotal Summary																											
1.0 PROJECT MANAGEMENT			53	24	22			48	28												175	$35,890	240		$150	$36,040	
2.0 DESIGN SURVEY											60		36	72	160						328	$52,620				$52,620	
3.0 RIGHT-OF-WAY																						$86,000				$86,000	
4.0 RIGHT-OF-WAY SERVICES																						$210,000				$210,000	
5.0 GEOTECHNICAL ENGINEERING																						$23,550				$23,550	
6.0 SUBSURFACE UTILITY ENGINEERING			5	3							30			2	20	80	10	20	10		180	$49,670				$49,670	
7.0 DRAINAGE STUDY				10	49					61	168	16	16								320	$47,010				$47,010	
8.0 CONSTRUCTION PLANS		195	64	4			52	246	1068	2088	424										3946	$521,860		$1,000.00	$1,000	$522,860	
9.0 PERMITTING																						$11,140				$11,140	
10.0 BIDDING AND CONSTRUCTION ENG.			23					129	40		16										208	$33,560	1200	$1,000.00	$1,720	$36,280	
11.0 TRAFFIC STUDY & DESIGN						120				238												$54,350				$54,350	
12.0 ENVIRONMENTAL SERVICES																						$6,500				$6,500	
13.0 ILLUMINATION STUDY							20			50											70	$9,250				$9,250	
TOTAL		195	145	41	71	120	72	423	1197	2544	546	16	36	74	180	80	10	20	10		5227	$1,141,400	1440	$2,000	$2,870	$1,144,280	

Exhibit CIQ

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.**

Halff Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

None.

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

5 DocuSigned by:

Benjamin L. McGaley

2B2A715A9AE5417...

Signature of vendor doing business with the governmental entity

10/28/2022

Date

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

DocuSign

Certificate Of Completion

Envelope Id: 62A3EA5742B14BF899309C88902B15F2
Subject: Please DocuSign: City Council Contract 7599-011 Westgate Drive Reconstruction Design PSA
Source Envelope:
Document Pages: 49
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 6
Initials: 1

Status: Completed

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
10/24/2022 9:51:57 AM

Holder: Cori Power
cori.power@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/26/2022 12:53:39 PM Viewed: 10/26/2022 12:53:48 PM Signed: 10/26/2022 12:54:41 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/26/2022 12:54:45 PM Viewed: 10/26/2022 1:57:04 PM Signed: 10/26/2022 1:58:45 PM
Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/26/2022 1:58:48 PM Viewed: 10/27/2022 10:14:09 PM Signed: 10/27/2022 10:18:29 PM
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/28/2022 10:13:00 AM Viewed: 10/28/2022 10:14:35 AM Signed: 10/28/2022 10:14:38 AM

Signer Events	Signature	Timestamp
Benjamin L. McGahey bmcgahey@halff.com Security Level: Email, Account Authentication (None)	DocuSigned by: Benjamin L. McGahey 2B2A715A9AE5417...	Sent: 10/27/2022 10:18:36 PM Resent: 10/28/2022 10:25:40 AM Viewed: 10/28/2022 10:36:07 AM Signed: 10/28/2022 10:46:52 AM
	Signature Adoption: Pre-selected Style Using IP Address: 208.66.149.92	
Electronic Record and Signature Disclosure: Accepted: 10/28/2022 8:29:16 AM ID: 7633a27b-d6dd-4ffa-bd6f-2299a157680e		
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	**Completed**	Sent: 10/28/2022 10:46:56 AM Viewed: 10/28/2022 10:55:02 AM Signed: 10/28/2022 10:55:23 AM
	Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rebecca Diviney Rebecca.Diviney@cityofdenton.com Director of Capital Projects/City Engineer Capital Projects/Engineering Security Level: Email, Account Authentication (None)	DocuSigned by: Rebecca Diviney CE9F2B4E4B6745F...	Sent: 10/28/2022 10:46:56 AM Viewed: 10/28/2022 11:32:20 AM Signed: 10/28/2022 11:32:43 AM
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Electronic Record and Signature Disclosure: Accepted: 10/28/2022 11:32:20 AM ID: ec3e40cd-c0a1-47e4-b6d3-b5079bf23794		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	**Completed**	Sent: 10/28/2022 11:32:51 AM Viewed: 11/16/2022 9:23:16 AM Signed: 11/16/2022 9:23:36 AM
	Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423...	Sent: 11/16/2022 9:23:41 AM Viewed: 11/16/2022 9:30:04 AM Signed: 11/16/2022 9:30:16 AM
	Signature Adoption: Pre-selected Style Using IP Address: 107.77.198.132 Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493...	Sent: 11/16/2022 9:30:21 AM Viewed: 11/16/2022 4:35:26 PM Signed: 11/16/2022 4:35:46 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	
Electronic Record and Signature Disclosure: Accepted: 11/16/2022 4:35:26 PM ID: 55b3fe2e-8304-4727-9b12-ddf609c902d0		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/26/2022 12:54:45 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: 10/28/2022 11:32:48 AM Viewed: 10/28/2022 11:38:42 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:35:52 PM Viewed: 11/17/2022 9:58:53 AM
Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/16/2022 8:31:39 AM ID: 3402c001-979e-481a-ac9e-9fa361dce7cf	COPIED	Sent: 11/16/2022 4:35:56 PM Viewed: 11/17/2022 9:41:07 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/16/2022 4:35:59 PM

Witness Events	Signature	Timestamp
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2022 12:53:39 PM
Certified Delivered	Security Checked	11/16/2022 4:35:26 PM
Signing Complete	Security Checked	11/16/2022 4:35:46 PM
Completed	Security Checked	11/16/2022 4:35:59 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. 24-539

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL ENGINEERING AND DESIGN SERVICES FOR A CONDITIONAL LETTER OF MAP REVISION AND A LETTER OF MAP REVISION IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $62,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,206,280.00).

WHEREAS, on November 15, 2022, City Council awarded a contract to Halff Associates, Inc. in the amount of $1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements 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 Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Sixty-Two Thousand and 0/100 ($62,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $1,206,280.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Brian Beck and seconded by Vicki Byrd. This ordinance was passed and approved by the following vote [6 - 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 19th day of March, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton, dc=codad, ou=Department Users and Groups, ou=General Government, ou=Legal, cn=Marcella Lunn, email=Marcella.Lunn@cityofdenton.com
Date: 2024.02.23 14:29:52 -06'00'

DocuSign Envelope ID: 86AA07FB-74A8-49F2-B364-798C36164A73

Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Dr. Reconstruction Design Amendment 1
Purchasing Contact	Erica Garcia
City Council Target Date	MARCH 19, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-539

DS

DocuSign Envelope ID: 86AA07FB-74A8-49F2-B364-798C36164A73

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FIRST AMENDMENT TO CONTRACT 7599-011 ("Amendment") by and between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer"); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $1,144,280 (the "Agreement"); for services related to Westgate Drive Reconstruction Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount of $62,000 with this Amendment for an aggregate not-to-exceed amount of $1,206,280; 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 Westgate Drive Reconstruction Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed $62,000.

2. This Amendment modifies the Agreement amount to provide an additional $62,000 for the additional services with a revised aggregate not to exceed total of $1,206,280.

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.

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IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 03/19/2024.

BY:
CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
5236DD296270423...

Sara Hensley, City Manager

BY:
ENGINEER
HALFF ASSOCIATES, INC.

DocuSigned by:
Benjamin McGahey
2B2A715A9AE5417...

Benjamin McGahey

Date: 02/22/2024

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

DocuSigned by:
Trevor Crain, PMP
7B46EEAB11BC4F2...

Signature

Director of Capital Projects

Title

Capital projects

Department

Date Signed: 02/22/2024

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
By: Marcella Lunn
4B070831B44A438...

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
By: Jesus Salazar
2437C77B897541D...

DocuSign Envelope ID: 86AA07FB-74A8-49F2-B364-798C36164A73

EXHIBIT A
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL SERVICES

FEMA CLOMR and LOMR Amendment to Westgate Drive Reconstruction Project FILE 7599-011

As per the meeting had on October 24, 2023, with City of Denton staff, this amendment is to add FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) services to the original contract File 7599-011, which was executed on November 15, 2022. The scope for the CLOMR and LOMR is stated below:

I. FEMA Conditional Letter of Map Revision (CLOMR)

The Engineer shall develop a FEMA CLOMR based on the results of the Westgate Drive Floodplain Analysis. The approved 90% design plans will be the basis of the CLOMR. Any deviations in design or construction from that study will require additional services and fees. The following task will be performed to support a CLOMR application submittal to FEMA:

1. Hydraulic Modeling for Proposed Conditions

The floodplain analysis for proposed conditions FEMA model shall be used for the CLOMR submittal; therefore, no additional proposed conditions hydraulic modeling will be required.

- Utilize hydraulic modeling, utilizing FEMA effective discharges, for the floodplain analysis to compute revised existing and proposed water surface elevations. Compare results to effective conditions.
- Delineate 100-year, 500-year and regulatory floodway boundaries.
- Conduct a Quality Assessment/Quality Control review of the hydraulic models.

2. Forms and Exhibits

- Complete the following forms, and include attachments and exhibits as required by FEMA:
    - Form 1- Overview and Concurrence Form
    - Form 2 - Riverine Hydraulics and Hydrology Form
    - Form 3 - Riverine Structures Form.
    - Payment Information Form

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- Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
- Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled revised DFIRM exhibit and annotate.

3. Compliance with the Endangered Species Act (ESA)

- Perform a desktop review of listed species and limited field work to confirm that no endangered species will be harmed.
- Apply for an Incidental Take Permit (ITP) from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) if necessary.
- Obtain a letter from the NMFS and the USFWS indicating their determination that the project is "not likely to adversely affect" any endangered species.

4. CLOMR Application Report

- Update the floodplains analysis report to a CLOMR Report to be submitted to the City of Denton and FEMA.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the CLOMR report.
- Prepare newspaper publication floodway notice if needed.
- Prepare documentation and notification letters to affected property owners.
- Digital CLOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for CLOMR review is $6,500 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during review.
- Coordination with FEMA during the review stage, modifications to analysis and report as required by FEMA.

II. FEMA Letter of Map Revision (LOMR)

The Engineer shall develop a FEMA LOMR based on the above developed CLOMR.

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Any deviations in design or construction from that study will require additional services and fees.

1. Hydraulic Modeling for As-Built Conditions

    - Refine the FEMA accepted CLOMR model based on as-built conditions. As-built/Record Drawings from the Design team will be used.
    - Modify proposed conditions Pecan Creek above SCS Reservoir #16 model established during CLOMR phase to reflect as-built conditions.
    - Perform a Quality Assurance/Quality Control review of the as-built model. Execute and debug.
    - Compare water surface elevations from as-built conditions to FEMA effective conditions.
    - If any discrepancies result from the model review, adjust modeling as necessary based upon existing topography and record drawings to adhere to City of Denton and FEMA standards as necessary.
    - Perform floodway analysis.
    - Delineate 100- and 500-year floodplain and generate regulatory floodway boundaries.

2. Forms and Exhibits

    - Prepare exhibits and prepare forms for a report to FEMA pertaining to existing land use conditions.
    - Complete the following forms, and include attachments and exhibits as required by FEMA:
        - Form 1- Overview and Concurrence Form
        - Form 2 - Riverine Hydraulics and Hydrology Form
        - Form 3 - Riverine Structures Form.
        - Payment Information Form
    - Compile comparison tables, including but not limited to, a 1-percent-annual-chance flood elevation (100-year) comparison table and floodway comparison table.
    - Prepare FEMA required workmap showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
    - Prepare a scaled revised DFIRM exhibit and annotate.

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- Prepare documentation and notification letters to affected property owners (if needed).
- Prepare newspaper publication floodway notice if needed.

3. LOMR Application Report

- Prepare LOMR Report to be submitted to the City of Denton.
- Submit and present the report to the City of Denton for review, approval, and signatures. This scope of work includes one (1) meeting with the City of Denton for the purpose of review and signature of the LOMR report.
- Digital LOMR submittal to FEMA LOMC Depot via online submittal.
- Online FEMA fee for LOMR review is $8,000 (subject to change) as of November 2023 and is to be paid by CLIENT. The fee in this proposal does not include the submittal fee for the CLOMR application.
- Coordination with City of Denton during FEMA review.
- Coordination with FEMA during the review stage, including modifications to analysis and report as required by FEMA.

III. Schedule

1. Completion of FEMA Conditional Letter of Map Revision (CLOMR): 120 calendar days from date of written authorization to begin work.

2. Completion of FEMA Letter of Map Revision (LOMR): 120 calendar days from date of receipt of Contractor Redlines/As-Built Drawings upon completion of construction.

IV. AMENDMENT NO. 1 FEE SUMMARY

FEMA Conditional Letter of Map Revision	$42,000
FEMA Letter of Map Revision	$20,000
Total Contract Amendment No. 1	**$62,000**

SUMMARY OF THE AMMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amended Contract Amount	$1,206,280

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Docusign Transmittal Coversheet

File Name	7599-011 - Westgate Drive Reconstruction Amendment 2
Purchasing Contact	Cori Power
Contract Expiration	N/A

DocuSign Envelope ID: 2FD6C16D-97D4-45A1-B4E2-8C34B3463083

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Phase Reallocation Amendment to Westgate Drive Reconstruction Project FILE 7599-011

This is Amendment number 02 dated May 22, 2024 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our additional services understanding, schedule and fee summary are presented below.

I. ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer between April 4, 2024 and May 3, 2024, the Engineer is proposing to reallocate unused funds from the XIV. Traffic Signal Design Task under Special Services to supplement the Final Design Phase, Task XV. Environmental Services, and Task XVI. Illumination Study as detailed in the Fee Summary below. The scope for the Traffic Signal Design task shall be removed from the original contract. This amendment is a net zero change to the current contract amount.

II. SCHEDULE

The original design deliverable schedule shall not be changed under this amendment.

III. AMENDMENT NO. 2 FEE SUMMARY

XIV. Traffic Signal Design	($30,620)
XV. Environmental Services	$3,500
XVI. Illumination Study	$6,120
Final Design Phase (100% Submittal)	$21,000
Total Contract Amendment No. 2	**$0.00**

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amended Contract Amount	$1,206,280

DocuSign Envelope ID: 2FD6C16D-97D4-45A1-B4E2-8C34B3463083

CITY:

CITY OF DENTON, TEXAS

By: DocuSigned by: Cori Power 5F1FE1663F7B4FE...

Title: Purchasing Supervisor

Date: 6/5/2024

ENGINEER:

HALFF ASSOCIATES, INC.

By: DocuSigned by: Benjamin L. McGahey 2B2A715A9AE5417...

Title: Vice President

Date: 6/5/2024

Docusign Envelope ID: 70E8889D-0FB2-45F6-9C4E-3EF61DEBD015

CITY OF DENTON

DocuSign Transmittal Coversheet

File Name	7599-011 Westgate Dr Design WA Amendment 3
Purchasing Contact	Cori Power

Docusign Envelope ID: 70E8889D-0FB2-45F6-9C4E-3EF61DEBD015

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage
Westgate Drive Reconstruction Project
FILE 7599-011

This is Amendment number 03 dated 1/6/2025 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer between November 13, 2024 and November 26, 2024, the Engineer is proposing to reallocate funds from the XII. Bidding and Construction Engineering Task under Special Services to supplement a new XVII. Westgate Drive East-West Plans Repackage Task as detailed in the Fee Summary below. At the request of City staff and the City Manager's Office, it is desired for the Westgate Drive East-West section of the improvements to be constructed first, as a separate construction project, and Windsor Drive and Westgate Drive North-South shall be constructed at a later date. This amendment is a net zero change to the current contract amount.

II. ASSUMPTIONS

A. Project limits of the Westgate Drive East-West repackage shall be from the existing Westgate Drive eastern pavement stubout (Westgate Dr (E&W) STA 12+74.44 in plans) to the western curb return of Kingsview Drive in Bronco Way (Westgate Dr (E&W) STA 25+57.17 in plans) approximately 1,285 LF. Project limits shall also include a portion of Westgate Drive North-South from the existing Westgate Drive East-West and North-South intersection south to approximately 200 linear feet south of the southern curb return of Barrow Drive in Westgate Drive North-South, approximately 670 LF.

B. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.

C. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.

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D. The following items are assumed to be additional services beyond the original contract and prepared as part of the Westgate Drive East-West Repackage Submittal:

   i. Westgate Drive East-West 100% Final Plans
   ii. Westgate Drive East-West Project Manual, including bidding and contract documents, bid quantities and proposal, and specifications.
   iii. Westgate Drive East-West Final OPCC (repackaged to include northern-most portion of Westgate Drive North-South)

E. Separate applications and permitting fees for Texas Department of Licensing and Regulation (TDLR) for code review of sidewalks and ramps (pedestrian facilities). TDLR will require a separate submittal since it will be a stand-alone construction project. TDLR review and inspection fees are included in this fee reallocation summary.

F. Conduct one (1) City review meeting with City staff after submittal of the 100% Westgate Drive East-West repackage and address all comments provided prior to or during said meeting.

G. For this amendment, the task for Bidding and Construction Engineering will be reduced from $35,290 to $0. It is assumed that additional funds will be needed for the Bidding and Construction Engineering task in the future, not only for the Westgate Drive East-West construction phase, but also for the Windsor Drive and Westgate Drive North-South construction phase. Halff will intend to prepare a separate amendment for City review and processing, as per discussion during the November 26, 2024 Team meeting between Halff and City staff.

III. SCHEDULE

Completion/furnishing of repackaged Westgate Drive East-West 100% final plans, specifications, bid quantities and construction cost estimate: 60 calendar days from date of written authorization to begin.

IV. AMENDMENT NO. 3 FEE SUMMARY

XII. Bidding and Construction Engineering	($35,290)
XVII. Westgate Drive East-West Plans Repackage	$35,290
Total Contract Amendment No. 3	**$0.00**

Docusign Envelope ID: 70E8889D-0FB2-45F6-9C4E-3EF61DEBD015

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amendment No. 3	$0
Amended Contract Amount	$1,206,280

CITY:	ENGINEER:
CITY OF DENTON, TEXAS	HALFF ASSOCIATES, INC.
By: DocuSigned by: Cori Power 5F1FE1663F7B4FE...	By: Signed by: Benjamin L. McGahey 2B2A715A9AE5417...
Title: Purchasing Supervisor	Title: Vice President
Date: 1/6/2025	Date: 1/6/2025

DS

ORDINANCE NO. 25-636

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FOURTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00; AMENDED BY AMENDMENTS 1-3 APPROVED BY THE CITY COUNCIL AND PURCHASING; SAID FOURTH AMENDMENT TO PROVIDE FOR THE DESIGN, BIDDING, CONSTRUCTION ENGINEERING SERVICES AND FEMA APPLICATION FEES FOR A CONDITIONAL LETTER OF MAP REVISION (CLOMR) AND A LETTER OF MAP REVISION (LOMR) IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROVIDING FOR AN ADDITIONAL FOURTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $81,690.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,287,970.00).

WHEREAS, on November 15, 2022, by Ordinance No. 22-2303, the City awarded a contract to Halff Associates, Inc., in the amount of $1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

WHEREAS, on March 19, 2024, City Council awarded a First Amendment to Halff Associates, Inc., in the amount of $62,000.00, to provide additional engineering and design services for a Conditional Letter of Map Revision and a Letter of Map Revision in relation to the Westgate Drive Reconstruction Project for the Capital Projects Department; and

WHEREAS, on May 22, 2024, Purchasing awarded a Second Amendment to Halff Associates, Inc., to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the contract; and

WHEREAS, on January 6, 2025, Purchasing awarded a Third Amendment to Halff Associates, Inc., to split the project into two (2) project phases; and

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

WHEREAS, the additional fees under the proposed Fourth 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 Fourth Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Eighty One Thousand Six Hundred Ninety and 0/100 ($81,690.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which

shall be attached hereto. The total contract amount increases to $1,287,970.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jill Jester and seconded by Joe Holland. 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:	✓			
Jill Jester, At Large Place 6:	✓			

PASSED AND APPROVED this the 15th day of April, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

CITY OF DENTON ★ DENTON, TEXAS ★

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design Amendment #4
Purchasing Contact	Cori Power
City Council Target Date	APRIL 15, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-636

DS
LH

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

FOURTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FOURTH AMENDMENT TO CONTRACT 7599-011 ("Amendment") by and between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer"); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $1,144,280 (the "Original Agreement"); amended on March 19, 2024 in the additional amount of $62,000 aggregating a not-to-exceed amount of $1,206,280 (the "First Amendment"); amended on June 5, 2024 to revise the project scope of services at net zero change to the total contract amount (the "Second Amendment"); amended on January 6, 2025 to revise the project scope of services at net zero change to the total contract amount (the "Third Amendment") (collectively, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are the "Agreement") for services related to the design of the Westgate Drive Reconstruction Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $81,690 with this Amendment for an aggregate not-to-exceed amount of $1,287,970; 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 Westgate Drive Reconstruction project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed $81,690.

2. This Amendment modifies the Agreement amount to provide an additional $81,690 for the additional services with a revised aggregate not to exceed total of $1,287,970.

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The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date 04/15/2025.

"Engineer"

HALFF ASSOCIATES, INC.

Signed by:
By: Benjamin L. McCabe President
2B2A715A94E5417...
AUTHORIZED SIGNATURE, TITLE

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:
By: Sara Hensley
5236DB296270423...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

ATTEST:
LAUREN THODEN, CITY SECRETARY

DocuSigned by:
By: Lauren Thoden
D09D09CAD33D487...

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

Signed by:
Seth Garcia
A13701FBBC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Interim Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Docusign Envelope ID: C4617A12-885A-421B-A4CB-B5E3AF524153

Exhibit A

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage
Westgate Drive Reconstruction Project
FILE 7599-011

This is Amendment number 04 dated March 3, 2025 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer from November 13, 2024 to February 25, 2025, the Engineer is proposing to allocate additional funds to a Phase 1 Bidding and Construction Engineering Task, a Phase 2 Bidding and Construction Engineering Task, and a CLOMR and LOMR FEMA Application Review Fee Task under Special Services detailed in the Fee Summary below.

Bidding and Construction Engineering scope of services shall be per Section 11 of the executed contract dated November 15, 2022.

CLOMR and LOMR FEMA Application Review Fee scope of services shall be per the CLOMR Application Report and LOMR Application Report sections of the executed Contract Amendment #1 dated February 22, 2024 with the additional online submittal details provided below.

II. ASSUMPTIONS

A. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.

B. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.

C. Online FEMA fee for CLOMR review is $6,500 as of February 2025 and shall be paid by the Engineer upon contract amendment approval and pending City approval of the CLOMR and application report. Total fee for this task does include preparation effort for the online application submittal.

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D. Online FEMA fee for LOMR review is $8,000 (subject to change) as of February 2025 and shall be paid by the Engineer upon contract amendment approval and pending City approval of the LOMR and application report. Total fee for this task does include preparation effort for the online application submittal.

III. SCHEDULE

For Bidding and Construction Engineering Tasks, the following schedule shall apply:

- Phase 1
  - Bidding services: 60 calendar days from City's approval of final plans
  - Construction services: In accordance with construction schedule (estimated to be 240 total calendar days)
  - Closure: 60 calendar days from the date of construction completion
- Phase 2
  - Bidding services: 60 calendar days from City's approval of final plans
  - Construction services: In accordance with construction schedule (estimated to be 480 total calendar days)
  - Closure: 60 calendar days from the date of construction completion

For CLOMR and LOMR FEMA Application Review Fee Task, the schedule of online submittal shall be contingent upon final approval of CLOMR/LOMR application report and online submittal shall occur immediately following City approval.

IV. AMENDMENT NO. 4 FEE SUMMARY

XVIII. Phase 1 - Bidding and Construction Engineering	$27,670
XIX. Phase 2 - Bidding and Construction Engineering	$37,960
XX. CLOMR and LOMR FEMA Application Review Fee	$16,060
Total Contract Amendment No. 4	**$81,690**

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amendment No. 3	$0
Amendment No. 4	$81,690
Amended Contract Amount	$1,287,970

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CITY:	ENGINEER:
CITY OF DENTON, TEXAS	HALFF ASSOCIATES, INC.
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

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Exhibit CIQ

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.**

Halff Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

5 Signed by: Benjamin L. McGahey 2B2A715A9AE5417...

Signature of vendor doing business with the governmental entity

3/21/2025

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

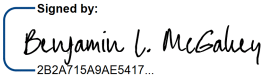
Certificate Of Completion

Envelope Id: C4617A12-885A-421B-A4CB-B5E3AF524153
Status: Completed
Subject: Please DocuSign: City Council Contract 7599-011 Westgate Reconstruction Amendment #4
Source Envelope:
Document Pages: 8
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
3/19/2025 4:24:58 PM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 3/19/2025 4:29:12 PM Viewed: 3/19/2025 4:29:31 PM Signed: 3/19/2025 4:29:43 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/19/2025 4:29:45 PM Viewed: 3/19/2025 4:47:22 PM Signed: 3/19/2025 4:47:36 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 3/19/2025 4:47:38 PM Viewed: 3/20/2025 9:05:41 AM Signed: 3/20/2025 9:09:24 AM
Benjamin L. McGahey bmcgahey@halff.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/20/2025 9:53:57 AM ID: 6a415f88-4b32-4f09-a51d-b3b74f8049ad	Signed by:  2B2A715A9AE5417... Signature Adoption: Pre-selected Style Using IP Address: 128.92.196.202	Sent: 3/20/2025 9:09:27 AM Resent: 3/21/2025 9:55:12 AM Viewed: 3/21/2025 9:59:36 AM Signed: 3/21/2025 10:19:51 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Interim Director of Capital Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/21/2025 11:11:54 AM ID: 44b11174-e07a-4eba-8514-970362d03b52	Signed by: A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 107.77.218.5 Signed using mobile	Sent: 3/21/2025 10:19:56 AM Viewed: 3/21/2025 11:11:54 AM Signed: 3/21/2025 11:12:29 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 3/21/2025 11:12:32 AM Viewed: 4/16/2025 10:38:01 AM Signed: 4/16/2025 10:38:22 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2025 10:38:24 AM Viewed: 4/16/2025 11:08:56 AM Signed: 4/16/2025 11:09:15 AM
Lauren Thoden lauren.thoden@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: D09D09CAD33D487... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 4/16/2025 11:09:18 AM Viewed: 4/16/2025 12:16:24 PM Signed: 4/16/2025 12:16:45 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/19/2025 4:29:45 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 11:12:32 AM Viewed: 3/24/2025 1:33:05 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/16/2025 12:16:48 PM
Jesus Perez Jesus.Perez@cityofdenton.com Construction Project Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/28/2025 2:41:47 PM ID: ef1ff0ea-c3a1-4091-b8fe-35d8585d4669	COPIED	Sent: 4/16/2025 12:16:49 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2025 4:29:12 PM
Certified Delivered	Security Checked	4/16/2025 12:16:24 PM
Signing Complete	Security Checked	4/16/2025 12:16:45 PM
Completed	Security Checked	4/16/2025 12:16:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY THE CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $1,144,280.00; AMENDED BY AMENDMENTS 1-4 APPROVED BY CITY COUNCIL AND PURCHASING; SAID FIFTH AMENDMENT TO PROVIDE FOR ADDITIONAL RIGHT-OF-WAY ACQUISITION SERVICES IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT PHASE 2 FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7599-011 – PROVIDING FOR AN ADDITIONAL FIFTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $98,600.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,386,570.00).

WHEREAS, on November 15, 2022, by Ordinance No. 22-2303, the City awarded a contract to Halff Associates, Inc., in the amount of $1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

WHEREAS, on March 19, 2024, City Council awarded a First Amendment to Halff Associates, Inc., in the amount of $62,000.00, to provide additional engineering and design services for a Conditional Letter of Map Revision and a Letter of Map Revision in relation to the Westgate Drive Reconstruction Project for the Capital Projects Department; and

WHEREAS, on May 22, 2024, Purchasing awarded a Second Amendment to Halff Associates, Inc., to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the contract; and

WHEREAS, on January 6, 2025, Purchasing awarded a Third Amendment to Halff Associates, Inc., to split the project into two (2) project phases; and

WHEREAS, on April 15, 2025, City Council awarded a Fourth Amendment to Halff Associates, Inc., to include the additional cost for splitting the design, bidding two (2) packages, construction engineering services through construction for two packages, and FEMA application fees; and

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

WHEREAS, the additional fees under the proposed Fifth 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 Fifth Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Ninety-Eight Thousand Six Hundred and 0/100 ($98,600.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be attached hereto. The total contract amount increases to $1,386,570.00.

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: 29D49444-F03F-84F2-830C-E1A9748EE9C8

Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design Amendment #5
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 29D49444-F03F-84F2-830C-E1A9748EE9C8

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIFTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011

THIS FIFTH AMENDMENT TO CONTRACT 7599-011 ("Amendment") by and between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer"); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of $1,144,280 (the "Original Agreement"); amended on March 19, 2024 in the additional amount of $62,000 aggregating a not-to-exceed amount of $1,206,280 (the "First Amendment"); amended on June 5, 2024 to revise the project scope of services at net zero change to the total contract amount (the "Second Amendment"); amended on January 6, 2025 to revise the project scope of services at net zero change to the total contract amount (the "Third Amendment"); amended on April 15, 2025 in the additional amount of $81,690 aggregating a not-to-exceed amount of $1,287,970 (the "Fourth Amendment") (collectively, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are the "Agreement") for services related to the design of the Westgate Drive Reconstruction Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $98,600 with this Amendment for an aggregate not-to-exceed amount of $1,386,570; 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 Westgate Drive Reconstruction Project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A", a total fee, including reimbursement for non-labor expenses an amount not to exceed $98,600.

2. This Amendment modifies the Agreement amount to provide an additional $98,600 for the additional services with a revised aggregate not to exceed total of $1,386,570.

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The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

"ENGINEER"

HALFF ASSOCIATES, INC.

Signed by:
By: Benjamin L. McGahey Vice President
2B2A715A9AE5417...
AUTHORIZED SIGNATURE, TITLE

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

ATTEST:

By: _____

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

Signed by:
Seth Garcia
A13701F6BC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Docusign Envelope ID: 29D49444-F03F-84F2-830C-E1A9748EE9C8

Exhibit A
AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage
Westgate Drive Reconstruction Project
FILE 7599-011

This is Amendment number 05 dated April 15, 2026 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer from March 6, 2026 to April 15, 2026, the Engineer is proposing to allocate additional funds to perform Right of Way Services as part of Phase 2 of the Project. A new XXI. Phase 2 ROW Services Task would be created under Special Services detailed in the Fee Summary below.

Phase 2 ROW Services scope of services shall be per Section 5 of the executed contract dated November 15, 2022.

II. ASSUMPTIONS

A. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.

B. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.

C. The direct cost of preliminary title commitments, title insurance (Owner Title Policies) and the court costs in eminent domain cases are not to be considered a pass-through expense and will be paid directly by the City of Denton.

III. SCHEDULE

The schedule for ROW Services for Phase 2 of the Project will be contingent on the individual property negotiation, title and closing coordination and will vary parcel to

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parcel. It is anticipated the schedule for these services will be approximately **twelve (12)** months upon notice to proceed.

IV. AMENDMENT NO. 5 FEE SUMMARY

XXI. Phase 2 ROW Services (17 Parcels @ $5,800/each)	$98,600
Total Contract Amendment No. 5	**$98,600**

SUMMARY OF THE AMENDED CONTRACT

Original Contract	$1,144,280
Amendment No. 1	$62,000
Amendment No. 2	$0
Amendment No. 3	$0
Amendment No. 4	$81,690
Amendment No. 5	$98,600
Amended Contract Amount	$1,386,570

CITY:	ENGINEER:
CITY OF DENTON, TEXAS	HALFF ASSOCIATES, INC.
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

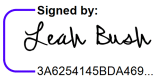
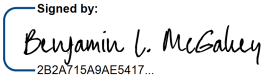
Certificate Of Completion

Envelope Id: 29D49444-F03F-84F2-830C-E1A9748EE9C8
Status: Sent
Subject: Please DocuSign: City Council Contract 7599-011 - Westgate Drive Reconstruction Design Amendment #5
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/22/2026 10:06:19 AM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/22/2026 10:10:08 AM Viewed: 6/22/2026 10:10:17 AM Signed: 6/22/2026 10:10:26 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/22/2026 10:10:28 AM Viewed: 6/22/2026 11:48:58 AM Signed: 6/22/2026 11:49:16 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/22/2026 11:49:17 AM Viewed: 6/22/2026 4:46:38 PM Signed: 6/22/2026 5:00:47 PM
Benjamin L. McGahey bmcgahey@halff.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/23/2026 7:52:09 AM ID: b5b7fea9-b3c1-4f07-8c43-542f28ac03e4	Signed by:  2B2A715A9AE5417... Signature Adoption: Pre-selected Style Using IP Address: 4.1.252.178	Sent: 6/22/2026 5:00:50 PM Viewed: 6/23/2026 7:52:09 AM Signed: 6/23/2026 8:17:20 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by: A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/23/2026 8:17:22 AM Viewed: 6/29/2026 10:31:05 AM Signed: 6/29/2026 10:31:23 AM
Electronic Record and Signature Disclosure: Accepted: 6/29/2026 10:31:05 AM ID: c3b889d6-b07c-4923-8ce0-6feda9774d35		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 6/29/2026 10:31:26 AM
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: 6/29/2026 11:21:30 AM ID: 889a6e59-ed2c-4fa6-af68-b7a7643e37fd		

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: 6/22/2026 10:10:28 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/29/2026 10:31:25 AM Viewed: 6/29/2026 12:50:07 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/24/2026 3:58:06 PM ID: d13e8574-5a82-49ea-af45-edb26c6dd492		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2026 10:10:09 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: August 4, 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 9015 for School Crossing Guard Program Services for the Transportation Services Department, and providing an effective date (RFP 9015).

INFORMATION/BACKGROUND

The City of Denton is dedicated to enhancing public safety and pedestrian mobility, particularly for children and students attending elementary schools in the City of Denton. To fulfill this commitment, Transportation Services requested proposals from qualified vendors for a comprehensive School Crossing Guard Program. This initiative aims to provide safe passage across busy intersections, ensuring children can travel confidently to and from school. The program would cover 13 elementary schools, utilizing a team of 35 trained crossing guards. Vendors interested in this proposal demonstrated experience in managing municipal crossing guard programs.

On February 23, 2026, the solicitation request went online to receive applications. Procurement received three (3) bids. The best and final offer was returned by the lowest bidder in the amount of $423,897.25, which exceeds the budget for this program.

The City of Denton currently allocates approximately $336,000 annually towards the crossing guard program, including the staffing and supervision related to the program, so it's more cost-efficient to keep this program in-house.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

RECOMMENDATION

Staff recommends rejection of all proposals for the School Crossing Guard Program Services.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Farhan Butt, 940-349-7774.

Legal point of contact: Leah Bush at 940-349-8672.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFP 9015 FOR SCHOOL CROSSING GUARD PROGRAM SERVICES FOR THE TRANSPORTATION SERVICES DEPARTMENT, AND PROVIDING AN EFFECTIVE DATE (RFP 9015).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate School Crossing Guard Program Services (RFP 9015) 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 9015 – School Crossing Guard Program Services) 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 9015.

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 9015 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: Procurement

ACM: Christine Taylor

DATE: August 4, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a contract between the City of Denton and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, primary vendor, and Cogent Infotech Corporation, secondary vendor, amending the contract approved by City Council on November 2, 2021, in the not-to-exceed amount of $700,000.00; said second amendment to continue to provide temporary professional labor services and additional spending authority for the Procurement Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 7717 – providing for an additional second amendment expenditure amount not-to-exceed $126,000.00, with the total contract amount not-to-exceed $875,000.00).

INFORMATION/BACKGROUND

This amendment will allow departments to continue the use of this contract (7717) while the Customer Services Department is completing a new solicitation. The contract is for professional temporary labor that can be utilized by various City departments on an as-needed basis. The contract includes administrative, clerical, financial, accounting, technical, and professional positions. Currently, the Customer Services Department utilizes these services.

The original not-to-exceed was calculated using historical usage data. The estimated annual need was $130,000, plus a $50,000 contingency, for a five (5) year not-to-exceed (NTE) amount of $700,000.

Adding the additional $126,000 to the current NTE will allow departments to continue using this contract until a new one is in place.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 2, 2021, City Council approved a contract with Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, and Cogent Infotech Corporation in the not-to-exceed amount of $700,000 (Ordinance 21-2322).

RECOMMENDATION

Award Amendment No. 2 with AppleOne, Inc. dba AppleOne Employment Services, primary vendor, and Cogent Infotech Corporation, secondary vendor, to continue to provide temporary professional labor

services for the Procurement Department, in a not-to-exceed amount of $126,000, for a total amended contract amount of $875,000.

PRINCIPAL PLACE OF BUSINESS

AppleOne, Inc. dba AppleOne Employment Services
Glendale, CA

Cogent Infotech Corporation
Pittsburgh, PA

ESTIMATED SCHEDULE OF PROJECT

These contracts will expire on November 2, 2026.

FISCAL INFORMATION

These products and services will be funded through the department's budget on an as-needed basis. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

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

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

For information concerning this acquisition, contact: Lori Hewell, 940-349-7100.

Legal point of contact: Leah Bush at 940-349-8672.

ORDINANCE NO. 21-2322

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BUZZCLAN, LLC, AS THE PRIMARY CONTRACTOR, HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLEONE EMPLOYMENT SERVICES AS THE SECONDARY CONTRACTOR, AND COGENT INFOTECH CORPORATION AS THE TERTIARY CONTRACTOR FOR TEMPORARY PROFESSIONAL LABOR SERVICES FOR VARIOUS CITY DEPARTMENTS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7717 – AWARDED TO BUZZCLAN, LLC - PRIMARY, HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLEONE EMPLOYMENT SERVICES - SECONDARY, AND COGENT INFOTECH CORPORATION - TERTIARY, 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 $700,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for Temporary Professional Labor Services for various City departments; and

WHEREAS, the City Manager, or a designated employee, has received and reviewed and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies or services, shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AWARD
7717	BuzzClan, LLC	Primary
7717	Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services	Secondary
7717	Cogent Infotech Corporation	Tertiary

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items and of the submitted proposals wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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

The motion to approve this ordinance was made by Alison Maguire and seconded by Jesse Davis. 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:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Deb Armintor, At Large Place 5:	✓			
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this the 2nd day of November, 2021.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2021.10.19 13:22:04 -05'00'

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Docusign City Council Transmittal Coversheet

RFP	7717
File Name	Temporary Employment Services
Purchasing Contact	Ginny Brummett
City Council Target Date	NOVEMBER 2, 2021
Piggy Back Option	Yes
Contract Expiration	NOVEMBER 2, 2026
Ordinance	21-2322

DS
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES
(TEMPROARY EMPLOYMENT SERVICES 7717)

THIS CONTRACT is made and entered into this date 11/02/2021, by and between **HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES** a California, limited liability company,, whose address is 327 W. Broadway, Glendale, California 91204, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 7717- Temporary Employment Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 7717 **(Exhibit "B" on File at the Office of the Purchasing Agent);**
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Certificate of Interested Parties Electronic Filing **(Exhibit "E");**
(f) Confidentiality Agreement for Contractor and Employee/Independent Contractor **(Exhibit "F");**
(g) Contractor's Proposal **(Exhibit "G")**;
(h) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "H");**

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

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or

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maintain the requirements under this provision will be considered a material breach.

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

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES

DocuSigned by:
BY: Michael A. Hoyal
5FD94F0AC250437...
AUTHORIZED SIGNATURE

Printed Name: Michael A. Hoyal

Title: Chief Financial Officer

818-240-8688
PHONE NUMBER

mhoyal@ain1.com
EMAIL ADDRESS

mhoyal@ain1.com
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
5236DB296270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:

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

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

DocuSigned by:
Christine Taylor
2B3E02EC83184D8...
SIGNATURE

Christine Taylor
PRINTED NAME

Director of Procurement and Compliance
TITLE

Procurement and Compliance
DEPARTMENT

Contract # 7717

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services is awarded as the secondary contractor and pricing shall be per Exhibit G attached. The cumulative contract for primary, secondary, and tertiary contractors for contract 7717 shall not exceed $700,000.

The City intends to award the solicitation by section, however, the City may award by complete proposal, whichever is most advantageous to the City. Primary, Secondary and Tertiary contractors will be selected. The Secondary contractor will be called if the Primary contractor fails to provide a suitable candidate for the position requested. If secondary contractor fails to provide a suitable candidate, the City has the right to call the Tertiary contractor.

2. Contract Terms

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

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

3. Price Escalation and De-escalation

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

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must

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also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

4. Intentionally Omitted

5. Screening

Contractor checks references only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first temporary assignment. To the extent permitted by applicable law, Contractor will have its third party vendor (1) perform a National Sex Offender Public Registry search; (2) perform a seven-year criminal background investigation for the assigned individual for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor; (3) perform a Social Security Verification and Trace; (4) perform a Global Sanctions Search and (5) perform a 5-panel urine drug screen. If City request a copy of the results of any checks conducted on Contractor's candidates, City agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

6. Confidentiality Agreement

Contractor and its Employees/Independent Contractor will be required if necessary to sign a Confidentiality Agreement, referenced in Exhibit F attached, in order to protect confidential City data to which the Contractor, its employees, independent subcontractors or agents may have access.

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Exhibit C
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be

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shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property.

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

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

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

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification

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and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

12. **INVOICES**:
A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.
The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after**

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the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

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

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in

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compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:

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

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

17. **RIGHT TO AUDIT**:
A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:
A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.
B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

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Contract, and shall contain provisions that:

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

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

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

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

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

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

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

19. **WARRANTY-PRICE**:

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

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

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

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

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty

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

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
B. In the event that the City requests the removal of an employee of Contractor under the terms of paragraph 10.C. above, Contractor will not bill the City for the services of such employee up to a maximum of eight (8) hours
C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources.

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

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to

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question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: Each party shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The

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Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement

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process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be

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disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii)

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the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

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

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

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

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon

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delivery of such deliverables to the City or at such other time as the City may request.
C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any

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officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

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

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

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and

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exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken

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provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**
A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.
B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.

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ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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

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

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

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give

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all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

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

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

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

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

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

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

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Supplier terms and conditions**

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Exhibit D
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

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- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

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[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

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[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

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ATTACHMENT 1

[] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   1. a certificate of coverage, prior to that person beginning work on the

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project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

a. a certificate of coverage, prior to the other person beginning work on the project; and

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b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Exhibit F

7717 TEMPROARY EMPLOYEEMENT SERVICES

CONFIDENTIALITY AGREEMENT FOR CONTRACTOR

This Confidentiality and Non-Disclosure Agreement ("Agreement"), dated as of _____, is by and between **HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES,** a California Corporation with its principal business address of 327 W. Broadway, Glendale, CA 91204 ("Contractor"), and the City of Denton, a Texas a home-rule municipal corporation with its principal office at 215 E. McKinney St., Denton, Texas 76201 ("Denton") , referred to collectively as "Parties" and individually as a "Party."

WHEREAS, Denton solicited proposals for Temporary Employment Services and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services is a respondent, the Parties have desire to for staff augmentation to work closely with Denton staff, and as a result, it is deemed desirable by Denton disclose certain information to the other Party;

WHEREAS, it is a condition to the disclosure of such information that Contractor enter into this Agreement to evidence the Parties' undertakings and agreement with respect to the treatment as confidential, and the control and use of, information that may be furnished by and between Denton; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Defined Terms. As used in this Agreement each of the following terms shall have the meaning assigned to such term as set forth below:

1.1. "Affiliate" means any Person that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the relevant Person specified herein.

1.2. "Confidential Information" means (a) all information, whether of a business, technical, engineering, economic or other nature and regardless of the form or format in which it is communicated or maintained, relating to Denton, its Affiliates and/or the Project that is provided to Contractor or any of its Representatives by Denton or any of its Representatives, (b) all data, sketches, drawings, reports, analysis, compilations, studies and notes containing or reflecting Confidential Information, regardless of who prepares such materials, and (c) the fact that the Confidential Information has been made available to or is being inspected or evaluated by Contractor, except that Confidential Information shall not include:

(i) information that was already in Contractor's or its Affiliates' possession on a non-confidential basis prior to disclosure hereunder;

(ii) information which prior to disclosure was already in the public domain, or which after disclosure entered the public domain other than by a breach of this Agreement by Contractor or any of its Representatives; and

(iii) information which was received from a third party which Contractor reasonably believes was not and is not violating an obligation of confidentiality to Denton or its Affiliates; provided that use or disclosure by the Contractor of information which

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Contractor obtains in the manner described by this Section 1.2(iii) does not violate any of the terms under which it was disclosed by said third party.

1.3. "Person" means any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other juridical person.

1.4. "Representatives" shall mean, with respect to either Party hereto, such Party's affiliates, officers, directors, partners, members, employees, agents, trustees, potential and existing lenders, potential and existing investors, potential and existing equity providers, security holders, others providing financing or refinancing and the consultants and advisors (including, without limitation, financial advisors, counsel and accountants, and each of their respective advisors) of such Party.

2. Restrictions on Disclosure and Use of Confidential Information.

2.1. Contractor agrees to, and to cause its Representatives to, treat all Confidential Information as confidential and secret and comply with the terms and conditions contained herein. Contractor shall not, and shall not permit its Representatives to, disclose Confidential Information to any Person (except as set forth in this Section 2), without the prior written consent of Denton

2.2. Without the prior written consent of Denton, Contractor shall not, and shall not permit its Representatives to, make any use whatsoever of the Confidential Information other than as may be necessary for the purpose referenced above in connection with the project.

2.3. Except as set forth in Section 2.4, Contractor shall only disclose Confidential Information to those of its Representatives, or other Persons that are concerned with the project and whose knowledge of such Confidential Information is necessary or advisable for such purpose. Each such Person receiving Confidential Information from Contractor shall have the same obligations with respect to such Confidential Information as Contractor hereunder, and Contractor shall so instruct each such Person receiving Confidential Information and shall use all reasonable efforts to prevent and prosecute unauthorized use or disclosure of Confidential Information by such Persons. Contractor shall be liable to Denton for any breach of such obligations by any such Persons.

2.4. It shall not be a breach of the Agreement for Contractor or any of its Representatives to disclose Confidential Information in the event that the disclosure is compelled by applicable law or regulation. Provided however that such disclosure is narrowly tailored to the request made under authority. Examples include but are not limited to depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar processes in connection with any proceeding where disclosure is legally compelled. Contractor shall provide Denton with prompt written notice once it is aware that it is required to make such a disclosure as required by law or regulation so as to enable Denton to seek a protective order or other appropriate remedy or waive compliance with this Agreement.

3. Safekeeping and Return of Confidential Information.

3.1. Contractor shall take all reasonable steps to prevent the unauthorized use, distribution or reproduction of all copies of written materials relating to or containing any part of Confidential Information, including all sketches, drawings, reports, analysis, compilations, studies and notes, and all copies, reproductions, reprints and translations thereof. Contractor shall not, and shall not permit its Representatives to, directly or indirectly, duplicate or otherwise reproduce, in whole or in part, such Confidential Information in any manner inconsistent with the terms hereof.

3.2. Contractor shall return to Denton, within ten (10) days after receipt of such a request by Denton, all materials containing or reflecting Confidential Information that are in the possession of Contractor and its Representatives, without retaining copies. Notwithstanding the foregoing, Contractor may retain such materials to the extent required by applicable law in the reasonable opinion of counsel to Contractor

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and may also retain reports, analysis, compilations, studies, notes or other documents or records prepared by Contractor which contain or otherwise reflect or are generated from Confidential Information, provided, however, Contractor shall keep all such copies confidential in accordance with this Agreement and such obligation shall survive the termination of this Agreement. Notwithstanding the return of such materials, Contractor and its Representatives shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

4. Notice. Contractor understands that Denton will execute separate confidentiality agreements with each of Contractor's [employees/independent contractors] but all required notices hereunder will only be sent to Contractor. Contractor hereby agrees to circulate any such notice to all relevant [employees/independent contractors]. All notices, requests, consents, waivers and other communications required, permitted or desired to be given hereunder or by law to be served upon or given to a Party by any other Party shall be deemed duly served and given when received after being delivered by hand, courier or facsimile or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services:
Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services
327 W. Broadway
Glendale, California 91204
Attn: Michael A. Hoyal
Telephone: (866) 493-8343

If to City of Denton generally:
Attention: City Attorney
Telephone: (940) 349-7565
Facsimile: (940) 349-7334

Purchasing Department
Purchasing Manager
901B Texas Street
Denton, Texas 76209
Telephone: (940) 349-7100

Each Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

5. Term. This Agreement and the obligations of confidentiality undertaken hereby shall remain in full force and effect for a period from the date of this Agreement until the end of two (2) years after the date of the agreement executed in connection with Request for Proposals File Number 7717.

6. No Waiver; Amendments. No failure or delay by Denton in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any modification of, and amendment to, this Agreement and any waiver of any provision of this Agreement must be in writing signed by the Parties.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to the conflict of laws or principles thereof.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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9. Remedies. It is agreed that each Party shall be entitled to relief both at law and in equity, including, but not limited to injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages. Contractor agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by Denton and its Affiliates in successfully enforcing any of the terms of this Agreement or proving that Contractor or any of its Representatives breached any of the terms of this Agreement.

10. Successors and Assigns. Neither Party may assign this Agreement nor any of its rights hereunder except with the prior written consent of the other Party and except that either Party may, without the consent of the other Party, assign this Agreement and the rights hereunder to any of its Affiliates that own an interest in the Project. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

11. No Obligation or Joint Venture. The Parties agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a business relationship between the Parties shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement does not obligate either Party to deal exclusively with the other Party.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

13. No Warranty. The Parties hereby acknowledge that neither Party, nor any of its representatives, agents, affiliates or assigns makes any representations or warranties whatsoever concerning the accuracy, completeness or correctness of the Confidential Information supplied hereunder, nor must such representation or warranty be implied.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES	**CITY OF DENTON**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Exhibit F

7717 TEMPROARY EMPLOYEEMENT SERVICES

CONFIDENTIALITY AGREEMENT FOR EMPLOYEE/INDEPENDENT CONTRACTOR

This Confidentiality and Non-Disclosure Agreement ("Agreement"), dated as of _____, is by and between _____, an employee of **HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES,** a California Corporation with its principal business address of 327 W. Broadway, Glendale, California 91204 (such employee "Contractor" and such entity "Company"), and the City of Denton, a Texas a home-rule municipal corporation with its principal office at 215 E. McKinney St., Denton, Texas 76201 ("Denton") , referred to collectively as "Parties" and individually as a "Party."

WHEREAS, Denton solicited proposals for Temporary Employment Services and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services is a respondent, the Parties have desire to for staff augmentation to work closely with Denton staff, and as a result, it is deemed desirable by Denton disclose certain information to the other Party;

WHEREAS, it is a condition to the disclosure of such information that Contractor enter into this Agreement to evidence the Parties' undertakings and agreement with respect to the treatment as confidential, and the control and use of, information that may be furnished by and between Denton; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Defined Terms. As used in this Agreement each of the following terms shall have the meaning assigned to such term as set forth below:

1.1. "Affiliate" means any Person that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the relevant Person specified herein.

1.2. "Confidential Information" means (a) all information, whether of a business, technical, engineering, economic or other nature and regardless of the form or format in which it is communicated or maintained, relating to Denton, its Affiliates and/or the Project that is provided to Contractor or any of its Representatives by Denton or any of its Representatives, (b) all data, sketches, drawings, reports, analysis, compilations, studies and notes containing or reflecting Confidential Information, regardless of who prepares such materials, and (c) the fact that the Confidential Information has been made available to or is being inspected or evaluated by Contractor, except that Confidential Information shall not include:

(i) information that was already in Contractor's possession on a non-confidential basis prior to disclosure hereunder;

(ii) information which prior to disclosure was already in the public domain, or which after disclosure entered the public domain other than by a breach of this Agreement by Contractor, Company, or any of its Representatives; and

(iii) information which was received from a third party which Contractor reasonably

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believes was not and is not violating an obligation of confidentiality to Denton or its Affiliates; provided that use or disclosure by the Contractor of information which Contractor obtains in the manner described by this Section 1.2(iii) does not violate any of the terms under which it was disclosed by said third party.

1.3. "Person" means any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other juridical person.

1.4. "Representatives" shall mean, with respect to either Party hereto, such Party's affiliates, officers, directors, partners, members, employees, agents, trustees, potential and existing lenders, potential and existing investors, potential and existing equity providers, security holders, others providing financing or refinancing and the consultants and advisors (including, without limitation, financial advisors, counsel and accountants, and each of their respective advisors) of such Party.

2. Restrictions on Disclosure and Use of Confidential Information.

2.1. Contractor agrees to treat all Confidential Information as confidential and secret and comply with the terms and conditions contained herein. Contractor shall not, disclose Confidential Information to any Person (except as set forth in this Section 2), without the prior written consent of Denton

2.2. Without the prior written consent of Denton, Contractor shall not, make any use whatsoever of the Confidential Information other than as may be necessary for the purpose referenced above in connection with the project.

2.4. It shall not be a breach of the Agreement for Contractor to disclose Confidential Information in the event that the disclosure is compelled by applicable law or regulation. Provided however that such disclosure is narrowly tailored to the request made under authority. Examples include but are not limited to depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar processes in connection with any proceeding where disclosure is legally compelled. Contractor shall provide Denton with prompt written notice once it is aware that it is required to make such a disclosure as required by law or regulation so as to enable Denton to seek a protective order or other appropriate remedy or waive compliance with this Agreement.

3. Safekeeping and Return of Confidential Information.

3.1. Contractor shall take all reasonable steps to prevent the unauthorized use, distribution or reproduction of all copies of written materials relating to or containing any part of Confidential Information, including all sketches, drawings, reports, analysis, compilations, studies and notes, and all copies, reproductions, reprints and translations thereof. Contractor shall not, directly or indirectly, duplicate or otherwise reproduce, in whole or in part, such Confidential Information in any manner inconsistent with the terms hereof.

3.2. Contractor shall return to Denton, within ten (10) days after receipt of such a request by Denton, all materials containing or reflecting Confidential Information that are in the possession of Contractor, without retaining copies. Notwithstanding the foregoing, Contractor may retain such materials to the extent required by applicable law in the reasonable opinion of counsel to Contractor and may also retain reports, analysis, compilations, studies, notes or other documents or records prepared by Contractor which contain or otherwise reflect or are generated from Confidential Information, provided, however, Contractor shall keep all such copies confidential in accordance with this Agreement and such obligation shall survive the termination of this Agreement. Notwithstanding the return of such materials, Contractor shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

4. Notice. All notices, requests, consents, waivers and other communications required, permitted or desired to be given hereunder or by law to be served upon or given to a Party by any other Party shall be

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deemed duly served and given when received after being delivered by hand, courier or facsimile or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows; provided, however, that Denton shall give notice to Company and Company is obligated to provide an required notice to Contractor:

If to Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services: Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services 327 W. Broadway Glendale, California 91204 Attn: Michael A. Hoyal Telephone: (866) 493-8343	If to City of Denton generally: Attention: City Attorney Telephone: (940) 349-7565 Facsimile: (940) 349-7334 Purchasing Department Purchasing Manager 901B Texas Street Denton, Texas 76209 Telephone: (940) 349-7100

Each Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

5. Term. This Agreement and the obligations of confidentiality undertaken hereby shall remain in full force and effect for a period from the date of this Agreement until the end of two (2) years after the date of the agreement executed in connection with Request for Proposals File Number 7717.

6. No Waiver; Amendments. No failure or delay by Denton in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any modification of, and amendment to, this Agreement and any waiver of any provision of this Agreement must be in writing signed by the Parties.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to the conflict of laws or principles thereof.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. Remedies. It is agreed that each Party shall be entitled to relief both at law and in equity, including, but not limited to injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages. Contractor agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by Denton and its Affiliates in successfully enforcing any of the terms of this Agreement or proving that Contractor or any of its Representatives breached any of the terms of this Agreement.

10. Successors and Assigns. Neither Party may assign this Agreement nor any of its rights hereunder except with the prior written consent of the other Party and except that either Party may, without the consent of the other Party, assign this Agreement and the rights hereunder to any of its Affiliates that own an interest in the Project. This Agreement shall be binding upon and inure to the benefit of the successors and

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permitted assigns of the Parties.

11. No Obligation or Joint Venture. The Parties agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a business relationship between the Parties shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement does not obligate either Party to deal exclusively with the other Party.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

13. No Warranty. The Parties hereby acknowledge that neither Party, nor any of its representatives, agents, affiliates or assigns makes any representations or warranties whatsoever concerning the accuracy, completeness or correctness of the Confidential Information supplied hereunder, nor must such representation or warranty be implied.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES	**CITY OF DENTON**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Exhibit G

***This is not an exhaustive list of positions. This list is intended to highlight the variety of positions City of Denton may utilize.**

Item #	Est. Annual Qty	UOM	Product Description	Pricing Range		Mark-Up%	Total	Total
				Low	High	Mark-Up%	Low	High
			Administrative / Clerical					
1a		HR	Customer Service Representative	$ 12.00	$ 15.00	39%	$ 16.68	$ 20.85
1b		HR	Human Resources Coordinator	$ 18.00	$ 20.00	39%	$ 25.02	$ 27.80
1c		HR	Human Resources Generalist	$ 23.00	$ 28.00	39%	$ 31.97	$ 38.92
1d		HR	Receptionist	$ 14.00	$ 17.00	39%	$ 19.46	$ 23.63
1e		HR	Filing Clerk	$ 13.00	$ 15.00	39%	$ 18.07	$ 20.85
1f		HR	Facilities Coordinator	$ 15.00	$ 18.00	39%	$ 20.85	$ 25.02
1g		HR	Training Support Specialist	$ 20.00	$ 23.00	39%	$ 27.80	$ 31.97
1h		HR	Training Coordinator	$ 23.00	$ 28.00	39%	$ 31.97	$ 38.92
1i		HR	Administrative Assistant	$ 16.00	$ 18.00	39%	$ 22.24	$ 25.02
1j		HR	Senior Administrative Assistant	$ 18.00	$ 20.00	39%	$ 25.02	$ 27.80
1k		HR	Executive Assistant	$ 25.00	$ 30.00	39%	$ 34.75	$ 41.70
			Finance/Accounting					
2a		HR	Accountant	$ 23.00	$ 28.00	42%	$ 32.66	$ 39.76
2b		HR	Accounts Payable Rep	$ 17.00	$ 20.00	39%	$ 23.63	$ 27.80
2c		HR	Auditor	$ 26.00	$ 30.00	42%	$ 36.92	$ 42.60
2d		HR	Contract Adminstration	$ 18.00	$ 22.00	39%	$ 25.02	$ 30.58
2e		HR	Procurement - Buyer	$ 17.00	$ 20.00	42%	$ 24.14	$ 28.40
2f		HR	Payroll Administrator	$ 18.00	$ 23.00	42%	$ 25.56	$ 32.66
2g		HR	Fiscal Data Analyst	$ 40.00	$ 45.00	42%	$ 56.80	$ 63.90
		HR	**Professional**					
3a		HR	Planning	$ 25.00	$ 30.00	42%	$ 35.50	$ 42.60
3b		HR	Professional/Management Services	$ 30.00	$ 40.00	42%	$ 42.60	$ 56.80
3c		HR	Marketing/Communications/Public Relations	$ 21.00	$ 25.00	39%	$ 29.19	$ 34.75
3d			Program/Project Management	$ 25.00	$ 30.00	39%	$ 34.75	$ 41.70
		HR	**Technical**					
4a		HR	Information Technology Staffing	$ 22.00	$ 25.00	42%	$ 31.24	$ 35.50
4b		HR	Computer Support Technician	$ 25.00	$ 27.00	42%	$ 35.50	$ 38.34
4c		HR	System Administrator	$ 30.00	$ 33.00	42%	$ 42.60	$ 46.86
4d		HR	Applications Support	$ 37.00	$ 45.00	42%	$ 52.54	$ 63.90
4e		HR	Network Specialist	$ 25.00	$ 35.00	42%	$ 35.50	$ 49.70

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Exhibit H

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.** Howroyd-Wright Employment Agency, 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.**

Michael A. Hoyal

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

None

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

5 DocuSigned by:

Michael A. Hoyal

5FD9110AC150487...

Signature of vendor doing business with the governmental entity

10/14/2021

Date

DocuSign

Certificate Of Completion

Envelope Id: 2BDB28C909644F6490AD44C5EF52BAC3
Status: Completed
Subject: Please DocuSign: City Council Contract 7717 Temporary Employment Services- AppleOne
Source Envelope:
Document Pages: 42
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ginny Brummett
901B Texas Street
Denton, TX 76209
Ginny.Brummett@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
10/11/2021 4:04:58 PM
Holder: Ginny Brummett
Ginny.Brummett@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 10/13/2021 12:11:33 PM Viewed: 10/13/2021 12:12:04 PM Signed: 10/13/2021 12:17:01 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/13/2021 12:17:04 PM Viewed: 10/13/2021 12:44:34 PM Signed: 10/13/2021 12:45:40 PM
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/13/2021 12:45:42 PM Viewed: 10/13/2021 3:20:50 PM Signed: 10/13/2021 3:24:07 PM
Michael A. Hoyal mhoyal@ain1.com Chief Financial Officer Howroyd Wright Employment Agency, Inc. dba All's Well Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/14/2021 9:56:39 AM ID: 3bf30d9b-4e4c-49aa-aed2-eb22747abff5	DocuSigned by: Michael A. Hoyal 5FD9110AC150487... Signature Adoption: Pre-selected Style Using IP Address: 47.34.236.129 Signed using mobile	Sent: 10/14/2021 9:38:27 AM Viewed: 10/14/2021 9:56:39 AM Signed: 10/14/2021 9:58:27 AM

Signer Events	Signature	Timestamp
Christine Taylor christine.taylor@cityofdenton.com Director of Procurement and Compliance City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Christine Taylor 2B3E02ECE3184D8... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/14/2021 9:58:29 AM Viewed: 10/14/2021 9:59:07 AM Signed: 10/14/2021 9:59:07 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator 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: 10/14/2021 9:59:11 AM Viewed: 11/3/2021 7:55:14 AM Signed: 11/3/2021 7:55:25 AM
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/3/2021 7:55:27 AM Viewed: 11/3/2021 7:59:31 AM Signed: 11/3/2021 7:59:34 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/3/2021 11:16:17 AM ID: 94655bbc-480c-4f2f-afb4-101225a56c36	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 11/3/2021 7:59:37 AM Viewed: 11/3/2021 11:16:17 AM Signed: 11/3/2021 11:16:57 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 12:17:03 PM

Carbon Copy Events	Status	Timestamp
Jacqueline Benson Govservices@appleone.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/13/2021 3:26:52 PM ID: 4f54a9e6-274f-46ba-9455-58e9aea30411	COPIED	Sent: 10/13/2021 3:24:09 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: 10/14/2021 9:59:10 AM Viewed: 10/18/2021 9:23:40 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 11:17:01 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 11:17:03 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2021 12:11:33 PM
Certified Delivered	Security Checked	11/3/2021 11:16:17 AM
Signing Complete	Security Checked	11/3/2021 11:16:57 AM
Completed	Security Checked	11/3/2021 11:17:03 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.

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Docusign City Council Transmittal Coversheet

RFP	7717
File Name	Temporary Employment Services
Purchasing Contact	Ginny Brummett
City Council Target Date	NOVEMBER 2, 2021
Piggy Back Option	Yes
Contract Expiration	NOVEMBER 2, 2026
Ordinance	21-2322

DS
LH

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CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND COGENT INFOTECH CORPORATION (TEMPROARY EMPLOYMENT SERVICES 7717)

THIS CONTRACT is made and entered into this date 11/02/2021, by and between **COGENT INFOTECH CORPORATION** a Pennsylvania corporation, whose address is 1035 Boyce Road, Suite 108, Pittsburgh, Pennsylvania 15241, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 7717- Temporary Employment Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 7717 **(Exhibit "B" on File at the Office of the Purchasing Agent);**
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Certificate of Interested Parties Electronic Filing **(Exhibit "E");**
(f) Confidentiality Agreement for Contractor and Employee/Independent Contractor **(Exhibit "F");**
(g) Contractor's Proposal **(Exhibit "G")**;
(h) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "H");**

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

Prohibition on Contracts with Companies Boycotting Israel

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

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

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

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

COGENT INFOTECH CORPORATION

BY: DocuSigned by: Justin Acord 42985EFAD6BF46F...
AUTHORIZED SIGNATURE

Printed Name: Justin Acord

Title: Executive Vice President

412-880-7700
PHONE NUMBER

justin.acord@cogentinfo.com
EMAIL ADDRESS

justin.acord@cogentinfo.com
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: DocuSigned by: Sara Hensley 5236DB296270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: DocuSigned by: Rosa Rios 1C3C48C5E1C5433...

APPROVED AS TO LEGAL FORM:

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

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

DocuSigned by: Christine Taylor 2E3EF2EC53184D3...
SIGNATURE

Christine Taylor
PRINTED NAME

Director of Procurement and Compliance
TITLE

Procurement and Compliance
DEPARTMENT

Contract # 7717

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

Cogent Infotech Corporation is awarded as the tertiary contractor and pricing shall be per Exhibit G attached. The cumulative contract for primary, secondary, and tertiary contractors for contract 7717 shall not exceed $700,000.

The City intends to award the solicitation by section, however, the City may award by complete proposal, whichever is most advantageous to the City. Primary, Secondary and Tertiary contractors will be selected. The Secondary contractor will be called if the Primary contractor fails to provide a suitable candidate for the position requested. If secondary contractor fails to provide a suitable candidate, the City has the right to call the Tertiary contractor.

2. Contract Terms

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

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

3. Price Escalation and De-escalation

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

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

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Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

4. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

5. Screening

Contractor checks references only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first temporary assignment. To the extent permitted by applicable law, Contractor will have its third party vendor (1) perform a National Sex Offender Public Registry search; (2) perform a seven-year criminal background investigation for the assigned individual for (i) all state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor; (3) perform a Social Security Verification and Trace; (4) perform a Global Sanctions Search and (5) perform a 5-panel urine drug screen. If City request a copy of the results of any checks conducted on Contractor's candidates, City agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

6. Confidentiality Agreement

Contractor and its Employees/Independent Contractor will be required if necessary to sign a Confidentiality

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Agreement, referenced in Exhibit F attached, in order to protect confidential City data to which the Contractor, its employees, independent subcontractors or agents may have access.

Exhibit C
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to

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ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property.

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

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

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

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

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E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.
The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.
F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the

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Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:
i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

17. **RIGHT TO AUDIT**:
A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:

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

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

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

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

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

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

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

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

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

19. **WARRANTY-PRICE**:

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

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

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all

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deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery

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of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

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

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

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

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by

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law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,**

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EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

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viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.
xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

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35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

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

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

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees

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

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any

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amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

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

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

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change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the

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Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the

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Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all

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information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

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

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

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

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

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

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act

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

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

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

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

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Supplier terms and conditions**

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Exhibit D
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

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- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

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[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

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[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

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ATTACHMENT 1

[ ] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the

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project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

a. a certificate of coverage, prior to the other person beginning work on the project; and

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b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Exhibit F

7717 TEMPROARY EMPLOYEEMENT SERVICES

CONFIDENTIALITY AGREEMENT FOR CONTRACTOR

This Confidentiality and Non-Disclosure Agreement ("Agreement"), dated as of _____, is by and between **COGENT INFOTECH CORPORATION**, a Pennsylvania Corporation with its principal business address of 1035 Boyce Road, Suite 108, Pittsburgh, Pennsylvania 15241 ("Contractor"), and the City of Denton, a Texas a home-rule municipal corporation with its principal office at 215 E. McKinney St., Denton, Texas 76201 ("Denton") , referred to collectively as "Parties" and individually as a "Party."

WHEREAS, Denton solicited proposals for Temporary Employment Services and Cogent Infotech Corporation is a respondent, the Parties have desire to for staff augmentation to work closely with Denton staff, and as a result, it is deemed desirable by Denton disclose certain information to the other Party;

WHEREAS, it is a condition to the disclosure of such information that Contractor enter into this Agreement to evidence the Parties' undertakings and agreement with respect to the treatment as confidential, and the control and use of, information that may be furnished by and between Denton; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Defined Terms. As used in this Agreement each of the following terms shall have the meaning assigned to such term as set forth below:

1.1. "Affiliate" means any Person that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the relevant Person specified herein.

1.2. "Confidential Information" means (a) all information, whether of a business, technical, engineering, economic or other nature and regardless of the form or format in which it is communicated or maintained, relating to Denton, its Affiliates and/or the Project that is provided to Contractor or any of its Representatives by Denton or any of its Representatives, (b) all data, sketches, drawings, reports, analysis, compilations, studies and notes containing or reflecting Confidential Information, regardless of who prepares such materials, and (c) the fact that the Confidential Information has been made available to or is being inspected or evaluated by Contractor, except that Confidential Information shall not include:

(i) information that was already in Contractor's or its Affiliates' possession on a non-confidential basis prior to disclosure hereunder;

(ii) information which prior to disclosure was already in the public domain, or which after disclosure entered the public domain other than by a breach of this Agreement by Contractor or any of its Representatives; and

(iii) information which was received from a third party which Contractor reasonably believes was not and is not violating an obligation of confidentiality to Denton or its Affiliates; provided that use or disclosure by the Contractor of information which

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Contractor obtains in the manner described by this Section 1.2(iii) does not violate any of the terms under which it was disclosed by said third party.

1.3. "Person" means any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other juridical person.

1.4. "Representatives" shall mean, with respect to either Party hereto, such Party's affiliates, officers, directors, partners, members, employees, agents, trustees, potential and existing lenders, potential and existing investors, potential and existing equity providers, security holders, others providing financing or refinancing and the consultants and advisors (including, without limitation, financial advisors, counsel and accountants, and each of their respective advisors) of such Party.

2. Restrictions on Disclosure and Use of Confidential Information.

2.1. Contractor agrees to, and to cause its Representatives to, treat all Confidential Information as confidential and secret and comply with the terms and conditions contained herein. Contractor shall not, and shall not permit its Representatives to, disclose Confidential Information to any Person (except as set forth in this Section 2), without the prior written consent of Denton

2.2. Without the prior written consent of Denton, Contractor shall not, and shall not permit its Representatives to, make any use whatsoever of the Confidential Information other than as may be necessary for the purpose referenced above in connection with the project.

2.3. Except as set forth in Section 2.4, Contractor shall only disclose Confidential Information to those of its Representatives, or other Persons that are concerned with the project and whose knowledge of such Confidential Information is necessary or advisable for such purpose. Each such Person receiving Confidential Information from Contractor shall have the same obligations with respect to such Confidential Information as Contractor hereunder, and Contractor shall so instruct each such Person receiving Confidential Information and shall use all reasonable efforts to prevent and prosecute unauthorized use or disclosure of Confidential Information by such Persons. Contractor shall be liable to Denton for any breach of such obligations by any such Persons.

2.4. It shall not be a breach of the Agreement for Contractor or any of its Representatives to disclose Confidential Information in the event that the disclosure is compelled by applicable law or regulation. Provided however that such disclosure is narrowly tailored to the request made under authority. Examples include but are not limited to depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar processes in connection with any proceeding where disclosure is legally compelled. Contractor shall provide Denton with prompt written notice once it is aware that it is required to make such a disclosure as required by law or regulation so as to enable Denton to seek a protective order or other appropriate remedy or waive compliance with this Agreement.

3. Safekeeping and Return of Confidential Information.

3.1. Contractor shall take all reasonable steps to prevent the unauthorized use, distribution or reproduction of all copies of written materials relating to or containing any part of Confidential Information, including all sketches, drawings, reports, analysis, compilations, studies and notes, and all copies, reproductions, reprints and translations thereof. Contractor shall not, and shall not permit its Representatives to, directly or indirectly, duplicate or otherwise reproduce, in whole or in part, such Confidential Information in any manner inconsistent with the terms hereof.

3.2. Contractor shall return to Denton, within ten (10) days after receipt of such a request by Denton, all materials containing or reflecting Confidential Information that are in the possession of Contractor and its Representatives, without retaining copies. Notwithstanding the foregoing, Contractor may retain such materials to the extent required by applicable law in the reasonable opinion of counsel to Contractor

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and may also retain reports, analysis, compilations, studies, notes or other documents or records prepared by Contractor which contain or otherwise reflect or are generated from Confidential Information, provided, however, Contractor shall keep all such copies confidential in accordance with this Agreement and such obligation shall survive the termination of this Agreement. Notwithstanding the return of such materials, Contractor and its Representatives shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

4. Notice. Contractor understands that Denton will execute separate confidentiality agreements with each of Contractor's [employees/independent contractors] but all required notices hereunder will only be sent to Contractor. Contractor hereby agrees to circulate any such notice to all relevant [employees/independent contractors]. All notices, requests, consents, waivers and other communications required, permitted or desired to be given hereunder or by law to be served upon or given to a Party by any other Party shall be deemed duly served and given when received after being delivered by hand, courier or facsimile or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Cogent Infotech Corporation:
Cogent Infotech Corporation
1035 Boyce Road, Suite 108
Pittsburgh, Pennsylvania 15241
Attn: Justin Acord
Telephone: (412) 889-7700

If to City of Denton generally:
Attention: City Attorney
Telephone: (940) 349-7565
Facsimile: (940) 349-7334

Purchasing Department
Purchasing Manager
901B Texas Street
Denton, Texas 76209
Telephone: (940) 349-7100

Each Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

5. Term. This Agreement and the obligations of confidentiality undertaken hereby shall remain in full force and effect for a period from the date of this Agreement until the end of two (2) years after the date of the agreement executed in connection with Request for Proposals File Number 7717.

6. No Waiver; Amendments. No failure or delay by Denton in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any modification of, and amendment to, this Agreement and any waiver of any provision of this Agreement must be in writing signed by the Parties.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to the conflict of laws or principles thereof.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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9. Remedies. It is agreed that each Party shall be entitled to relief both at law and in equity, including, but not limited to injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages. Contractor agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by Denton and its Affiliates in successfully enforcing any of the terms of this Agreement or proving that Contractor or any of its Representatives breached any of the terms of this Agreement.

10. Successors and Assigns. Neither Party may assign this Agreement nor any of its rights hereunder except with the prior written consent of the other Party and except that either Party may, without the consent of the other Party, assign this Agreement and the rights hereunder to any of its Affiliates that own an interest in the Project. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

11. No Obligation or Joint Venture. The Parties agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a business relationship between the Parties shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement does not obligate either Party to deal exclusively with the other Party.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

13. No Warranty. The Parties hereby acknowledge that neither Party, nor any of its representatives, agents, affiliates or assigns makes any representations or warranties whatsoever concerning the accuracy, completeness or correctness of the Confidential Information supplied hereunder, nor must such representation or warranty be implied.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONTRACTOR
COGENT INFOTECH CORPORATION
By: _____
Name: _____
Title: _____

CITY OF DENTON

By: _____
Name: _____
Title: _____

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Exhibit F

7717 TEMPROARY EMPLOYEEMENT SERVICES

CONFIDENTIALITY AGREEMENT FOR EMPLOYEE/INDEPENDENT CONTRACTOR

This Confidentiality and Non-Disclosure Agreement ("Agreement"), dated as of _____, is by and between _____, an [employee/independent contractor (*to confirm correct term with vendor*)] of COGENT INFOTECH CORPORATION., a Texas Corporation with its principal business address of 1035 Boyce Road, Suite 108, Pittsburgh, Pennsylvania 15241 (such [employee/independent contractor] "Contractor" and such entity "Company"), and the City of Denton, a Texas a home-rule municipal corporation with its principal office at 215 E. McKinney St., Denton, Texas 76201 ("Denton") , referred to collectively as "Parties" and individually as a "Party."

WHEREAS, Denton solicited proposals for Temporary Employment Services and Cogent Infotech Corporation is a respondent, the Parties have desire to for staff augmentation to work closely with Denton staff, and as a result, it is deemed desirable by Denton disclose certain information to the other Party;

WHEREAS, it is a condition to the disclosure of such information that Contractor enter into this Agreement to evidence the Parties' undertakings and agreement with respect to the treatment as confidential, and the control and use of, information that may be furnished by and between Denton; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Defined Terms. As used in this Agreement each of the following terms shall have the meaning assigned to such term as set forth below:

1.1. "Affiliate" means any Person that directly or indirectly (through one or more intermediaries) controls or is controlled by or is under common control with the relevant Person specified herein.

1.2. "Confidential Information" means (a) all information, whether of a business, technical, engineering, economic or other nature and regardless of the form or format in which it is communicated or maintained, relating to Denton, its Affiliates and/or the Project that is provided to Contractor or any of its Representatives by Denton or any of its Representatives, (b) all data, sketches, drawings, reports, analysis, compilations, studies and notes containing or reflecting Confidential Information, regardless of who prepares such materials, and (c) the fact that the Confidential Information has been made available to or is being inspected or evaluated by Contractor, except that Confidential Information shall not include:

(i) information that was already in Contractor's possession on a non-confidential basis prior to disclosure hereunder;

(ii) information which prior to disclosure was already in the public domain, or which after disclosure entered the public domain other than by a breach of this Agreement by Contractor, Company, or any of its Representatives; and

(iii) information which was received from a third party which Contractor reasonably believes was not and is not violating an obligation of confidentiality to Denton or its

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Affiliates; provided that use or disclosure by the Contractor of information which Contractor obtains in the manner described by this Section 1.2(iii) does not violate any of the terms under which it was disclosed by said third party.

1.3. "Person" means any natural person, corporation, company, partnership, limited liability company, joint venture, trust, organization, association, sole proprietorship, or other juridical person.

1.4. "Representatives" shall mean, with respect to either Party hereto, such Party's affiliates, officers, directors, partners, members, employees, agents, trustees, potential and existing lenders, potential and existing investors, potential and existing equity providers, security holders, others providing financing or refinancing and the consultants and advisors (including, without limitation, financial advisors, counsel and accountants, and each of their respective advisors) of such Party.

2. Restrictions on Disclosure and Use of Confidential Information.

2.1. Contractor agrees to treat all Confidential Information as confidential and secret and comply with the terms and conditions contained herein. Contractor shall not, disclose Confidential Information to any Person (except as set forth in this Section 2), without the prior written consent of Denton

2.2. Without the prior written consent of Denton, Contractor shall not, make any use whatsoever of the Confidential Information other than as may be necessary for the purpose referenced above in connection with the project.

2.4. It shall not be a breach of the Agreement for Contractor to disclose Confidential Information in the event that the disclosure is compelled by applicable law or regulation. Provided however that such disclosure is narrowly tailored to the request made under authority. Examples include but are not limited to depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar processes in connection with any proceeding where disclosure is legally compelled. Contractor shall provide Denton with prompt written notice once it is aware that it is required to make such a disclosure as required by law or regulation so as to enable Denton to seek a protective order or other appropriate remedy or waive compliance with this Agreement.

3. Safekeeping and Return of Confidential Information.

3.1. Contractor shall take all reasonable steps to prevent the unauthorized use, distribution or reproduction of all copies of written materials relating to or containing any part of Confidential Information, including all sketches, drawings, reports, analysis, compilations, studies and notes, and all copies, reproductions, reprints and translations thereof. Contractor shall not, directly or indirectly, duplicate or otherwise reproduce, in whole or in part, such Confidential Information in any manner inconsistent with the terms hereof.

3.2. Contractor shall return to Denton, within ten (10) days after receipt of such a request by Denton, all materials containing or reflecting Confidential Information that are in the possession of Contractor, without retaining copies. Notwithstanding the foregoing, Contractor may retain such materials to the extent required by applicable law in the reasonable opinion of counsel to Contractor and may also retain reports, analysis, compilations, studies, notes or other documents or records prepared by Contractor which contain or otherwise reflect or are generated from Confidential Information, provided, however, Contractor shall keep all such copies confidential in accordance with this Agreement and such obligation shall survive the termination of this Agreement. Notwithstanding the return of such materials, Contractor shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

4. Notice. All notices, requests, consents, waivers and other communications required, permitted or desired to be given hereunder or by law to be served upon or given to a Party by any other Party shall be deemed duly served and given when received after being delivered by hand, courier or facsimile or sent by

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registered or certified mail, return receipt requested, postage prepaid, addressed as follows; provided, however, that Denton shall give notice to Company and Company is obligated to provide an required notice to Contractor:

If to Cogent Infotech Corporation:
Cogent Infotech Corporation
1035 Boyce Road, Suite 108
Pittsburgh, Pennsylvania 15241
Attn: Justin Acord
Telephone: (412) 889-7700

If to City of Denton generally:
Attention: City Attorney
Telephone: (940) 349-7565
Facsimile: (940) 349-7334

Purchasing Department
Purchasing Manager
901B Texas Street
Denton, Texas 76209
Telephone: (940) 349-7100

Each Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

5. Term. This Agreement and the obligations of confidentiality undertaken hereby shall remain in full force and effect for a period from the date of this Agreement until the end of two (2) years after the date of the agreement executed in connection with Request for Proposals File Number 7717.

6. No Waiver; Amendments. No failure or delay by Denton in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any modification of, and amendment to, this Agreement and any waiver of any provision of this Agreement must be in writing signed by the Parties.

7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to the conflict of laws or principles thereof.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. Remedies. It is agreed that each Party shall be entitled to relief both at law and in equity, including, but not limited to injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages. Contractor agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by Denton and its Affiliates in successfully enforcing any of the terms of this Agreement or proving that Contractor or any of its Representatives breached any of the terms of this Agreement.

10. Successors and Assigns. Neither Party may assign this Agreement nor any of its rights hereunder except with the prior written consent of the other Party and except that either Party may, without the consent of the other Party, assign this Agreement and the rights hereunder to any of its Affiliates that own an interest in the Project. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

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11. No Obligation or Joint Venture. The Parties agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a business relationship between the Parties shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement does not obligate either Party to deal exclusively with the other Party.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

13. No Warranty. The Parties hereby acknowledge that neither Party, nor any of its representatives, agents, affiliates or assigns makes any representations or warranties whatsoever concerning the accuracy, completeness or correctness of the Confidential Information supplied hereunder, nor must such representation or warranty be implied.

14. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONTRACTOR
COGENT INFOTECH CORPORATION
By: _____
Name: _____
Title: _____

CITY OF DENTON
By: _____
Name: _____
Title: _____

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Exhibit G - Position Hourly Rate Range

***This is not an exhaustive list of positions. This list is intended to highlight the variety of positions City of Denton may utilize**

Item #	Est. Annual Qty	UOM	Product Description	Pricing Range		Mark-Up%	Total	Total
				Low	High	Mark-Up%	Low	High
			Administrative / Clerical					
1a		HR	Customer Service Representative	$ 15.00	$ 18.00	34%	$ 20.10	$ 24.12
1b		HR	Human Resources Coordinator	$ 24.00	$ 30.00	34%	$ 32.16	$ 40.20
1c		HR	Human Resources Generalist	$ 24.00	$ 30.00	34%	$ 32.16	$ 40.20
1d		HR	Receptionist	$ 15.00	$ 18.00	34%	$ 20.10	$ 24.12
1e		HR	Filing Clerk	$ 15.00	$ 18.00	34%	$ 20.10	$ 24.12
1f		HR	Facilities Coordinator	$ 18.00	$ 24.00	34%	$ 24.12	$ 32.16
1g		HR	Training Support Specialist	$ 30.00	$ 38.00	34%	$ 40.20	$ 50.92
1h		HR	Training Coordinator	$ 30.00	$ 40.00	34%	$ 40.20	$ 53.60
1i		HR	Administrative Assistant	$ 18.00	$ 24.00	34%	$ 24.12	$ 32.16
1j		HR	Senior Administrative Assistant	$ 20.00	$ 26.00	34%	$ 26.80	$ 34.84
1k		HR	Executive Assistant	$ 22.00	$ 28.00	34%	$ 29.48	$ 37.52
			Finance/Accounting					
2a		HR	Accountant	$ 30.00	$ 40.00	34%	$ 40.20	$ 53.60
2b		HR	Accounts Payable Rep	$ 25.00	$ 32.00	34%	$ 33.50	$ 42.88
2c		HR	Auditor	$ 25.00	$ 33.00	34%	$ 33.50	$ 44.22
2d		HR	Contract Adminstration	$ 32.00	$ 40.00	34%	$ 42.88	$ 53.60
2e		HR	Procurement - Buyer	$ 34.00	$ 45.00	34%	$ 45.56	$ 60.30
2f		HR	Payroll Administrator	$ 25.00	$ 32.00	34%	$ 33.50	$ 42.88
2g		HR	Fiscal Data Analyst	$ 34.00	$ 45.00	34%	$ 45.56	$ 60.30
		HR	**Professional**					
3a		HR	Planning	$ 35.00	$ 45.00	34%	$ 46.90	$ 60.30
3b		HR	Professional/Management Services	$ 40.00	$ 50.00	34%	$ 53.60	$ 67.00
3c		HR	Marketing/Communications/Public Relations	$ 40.00	$ 50.00	34%	$ 53.60	$ 67.00
3d			Program/Project Management	$ 50.00	$ 60.00	34%	$ 67.00	$ 80.40
		HR	**Technical**					
4a		HR	Information Technology Staffing	$ 25.00	$ 32.00	34%	$ 33.50	$ 42.88
4b		HR	Computer Support Technician	$ 24.00	$ 30.00	34%	$ 32.16	$ 40.20
4c		HR	System Administrator	$ 40.00	$ 50.00	34%	$ 53.60	$ 67.00
4d		HR	Applications Support	$ 35.00	$ 45.00	34%	$ 46.90	$ 60.30
4e		HR	Network Specialist	$ 35.00	$ 45.00	34%	$ 46.90	$ 60.30

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Exhibit H

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.** Cogent Infotech Corporation

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/a

Name of Officer

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.

N/A

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

5 DocuSigned by:

Justin Acord

A2985EEAD5BF4B5...

Signature of vendor doing business with the governmental entity

10/14/2021

Date

DocuSign

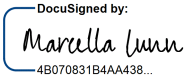
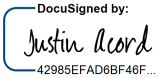
Certificate Of Completion

Envelope Id: 1998250352FD435CB9BA102E12056CBF
Status: Completed
Subject: Please DocuSign: City Council Contract 7717 Temporary Employment Service-Cogent Infotech Corporation
Source Envelope:
Document Pages: 43
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ginny Brummett
901B Texas Street
Denton, TX 76209
Ginny.Brummett@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
10/13/2021 5:24:25 PM
Holder: Ginny Brummett
Ginny.Brummett@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ginny Brummett ginny.brummett@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 10/13/2021 5:26:10 PM Viewed: 10/13/2021 5:26:22 PM Signed: 10/13/2021 5:26:35 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/13/2021 5:26:37 PM Viewed: 10/14/2021 7:47:57 AM Signed: 10/14/2021 7:48:10 AM
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 10/14/2021 7:48:12 AM Viewed: 10/14/2021 11:12:27 AM Signed: 10/14/2021 11:12:42 AM
Justin Acord justin.acord@cogentinfo.com Executive Vice President COGENT Infotech Corp. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/14/2021 11:48:12 AM ID: 0597f21a-5713-45b7-893e-33edf9a284d0	DocuSigned by:  42985EFAD6BF46F... Signature Adoption: Pre-selected Style Using IP Address: 97.77.34.133	Sent: 10/14/2021 11:12:44 AM Viewed: 10/14/2021 11:48:12 AM Signed: 10/14/2021 11:52:57 AM

Signer Events	Signature	Timestamp
Christine Taylor christine.taylor@cityofdenton.com Director of Procurement and Compliance City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Christine Taylor 2B3E02ECE3184D8... Signature Adoption: Pre-selected Style Using IP Address: 107.77.197.113 Signed using mobile	Sent: 10/14/2021 11:52:59 AM Viewed: 10/14/2021 3:36:59 PM Signed: 10/14/2021 3:37:37 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator 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: 10/14/2021 3:37:40 PM Viewed: 11/3/2021 7:54:47 AM Signed: 11/3/2021 7:55:00 AM
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/3/2021 7:55:02 AM Viewed: 11/3/2021 7:59:04 AM Signed: 11/3/2021 7:59:09 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/3/2021 11:14:50 AM ID: b2c81b5e-bc5f-47d3-865c-d2bac9057daa	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 11/3/2021 7:59:11 AM Viewed: 11/3/2021 11:14:50 AM Signed: 11/3/2021 11:15:52 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/13/2021 5:26:37 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/14/2021 3:37:40 PM Viewed: 10/18/2021 9:23:58 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 11:15:54 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/3/2021 11:15:56 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2021 5:26:10 PM
Certified Delivered	Security Checked	11/3/2021 11:14:50 AM
Signing Complete	Security Checked	11/3/2021 11:15:52 AM
Completed	Security Checked	11/3/2021 11:15:56 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.

Docusign Envelope ID: 43AAF0CC-8B06-85EC-81B3-1711F0E4429B

DocuSign Transmittal Coversheet

File Name	7717 - Temp Labor Services - Amendment 1
Purchasing Contact	Christina Dormady

Docusign Envelope ID: 43AAF0CC-8B06-85EC-81B3-1711F0E4429B

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **APPLE ONE, INC. 7717**

THIS FIRST AMENDMENT TO CONTRACT 7717 (this "Amendment") by and between the City of Denton, Texas ("City") and **APPLE ONE, INC.** ("Contractor") to that certain contract executed on December 4, 2018, in the original not-to-exceed amount of $700,000 (the "Agreement"); for services related to the **Temporary Labor Services.**

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 $49,000 with this First Amendment for an aggregate not-to-exceed amount of $749,000; 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 $49,000 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 $749,000.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 6/24/2026.

Docusign Envelope ID: 43AAF0CC-8B06-85EC-81B3-1711F0E4429B

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

Signed by:
Antonio Puente, Jr.
E3C0024C2AE4B5...

Antonio Puente, Jr.
SIGNATURE PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
Leah Bush
3A6254145BDA469...

"CONTRACTOR"
APPLE ONE, INC.

DocuSigned by:
By: Brett Howroyd
1DA9A1A5B2A3E7424...
AUTHORIZED SIGNATURE, TITLE

"BUYER"
CITY OF DENTON

DocuSigned by:
By: Christina Dormady
CEBEC67B31B7412...
AUTHORIZED SIGNATURE, TITLE

Certificate Of Completion

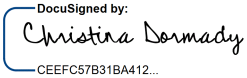
Envelope Id: 43AAF0CC-8B06-85EC-81B3-1711F0E4429B
Status: Completed
Subject: ***Purchasing Approval***7717 - Temp Labor Services - Amendment 1
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/24/2026 7:54:58 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/24/2026 8:01:57 AM Viewed: 6/24/2026 8:02:05 AM Signed: 6/24/2026 8:02:16 AM
Christa Christian Christa.christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/24/2026 8:02:17 AM Viewed: 6/24/2026 8:24:06 AM Signed: 6/24/2026 8:24:14 AM
Leah Bush Leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/24/2026 8:24:15 AM Viewed: 6/24/2026 3:33:16 PM Signed: 6/24/2026 3:35:45 PM
Brett Howroyd BWHowroyd@ain1.com CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2026 7:32:58 PM ID: e2a41138-97dc-4151-b7bb-94b03f3ce27b	DocuSigned by: Brett Howroyd DA9414E8A8E2474... Signature Adoption: Pre-selected Style Using IP Address: 167.98.60.98 Signed using mobile	Sent: 6/24/2026 3:35:46 PM Viewed: 6/24/2026 4:31:05 PM Signed: 6/24/2026 7:08:03 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/24/2026 8:24:59 PM ID: e98051b8-926d-44fa-9b73-1948d9b910dc	Signed by: E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 2600:100c:b2f5:32f0:6c6a:3bac:e4d0:1adc Signed using mobile	Sent: 6/24/2026 7:08:04 PM Viewed: 6/24/2026 8:24:59 PM Signed: 6/24/2026 8:25:24 PM
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  CEEFC57B31BA412... Signature Adoption: Pre-selected Style Using IP Address: 2600:6c56:7e08:2fad:f47a:27de:4dba:1468 Signed using mobile	Sent: 6/24/2026 8:25:26 PM Viewed: 6/24/2026 8:28:06 PM Signed: 6/24/2026 8:28:11 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/24/2026 8:28:12 PM
Gov Solutions govsolutions@ain1.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/24/2026 8:28:13 PM
Autumn Perkins Autumn.perkins@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/1/2025 10:23:26 AM ID: c93c42f5-4a18-4a4a-8eab-bb10ad83ee1a	COPIED	Sent: 6/24/2026 8:28:13 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2026 8:01:57 AM
Certified Delivered	Security Checked	6/24/2026 8:28:06 PM
Signing Complete	Security Checked	6/24/2026 8:28:11 PM
Completed	Security Checked	6/24/2026 8:28:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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.

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All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

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DocuSign Transmittal Coversheet

File Name	7717 - Temp Labor Services - Amendment 1
Purchasing Contact	Christina Dormady

Docusign Envelope ID: B1A154C0-3AD1-85A1-8203-E9F1B860FADE

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **COGENT INFOTECH CORPORATION 7717**

THIS FIRST AMENDMENT TO CONTRACT 7717 (this "Amendment") by and between the City of Denton, Texas ("City") and **COGENT INFOTECH CORPORATION.** ("Contractor") to that certain contract executed on November 2, 2021, in the original not-to-exceed amount of $700,000 (the "Agreement"); for services related to the **Temporary Labor Services.**

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 $49,000 with this First Amendment for an aggregate not-to-exceed amount of $749,000; 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 $49,000 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 $749,000.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 6/25/2026.

Docusign Envelope ID: B1A154C0-3AD1-85A1-8203-E9F1B860FADE

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

Signed by:
Antonio Puente, Jr.
E676094AC28F4B5...

SIGNATURE

Antonio Puente, Jr.

PRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
Leah Bush
3A6254145BDA469...

"CONTRACTOR"
COGENT INFOTECH CORPORATION

Signed by:
By: Justin Acord
1429B5EA4D6B74F...
AUTHORIZED SIGNATURE, TITLE

"BUYER"
CITY OF DENTON

DocuSigned by:
By: Christina Dormady
1CEE5C57B8154A2...
AUTHORIZED SIGNATURE, TITLE

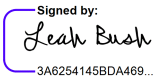
Certificate Of Completion

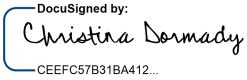
Envelope Id: B1A154C0-3AD1-85A1-8203-E9F1B860FADE
Status: Completed
Subject: ***Purchasing Approval***7717 - Temp Labor Services - Amendment 1
Source Envelope:
Document Pages: 3
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/24/2026 8:02:29 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/24/2026 8:04:08 AM Viewed: 6/24/2026 8:04:16 AM Signed: 6/24/2026 8:04:25 AM
Christa Christian Christa.christian@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/24/2026 8:04:26 AM Viewed: 6/24/2026 8:22:50 AM Signed: 6/24/2026 8:23:59 AM
Leah Bush Leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/24/2026 8:24:01 AM Viewed: 6/24/2026 3:29:47 PM Signed: 6/24/2026 3:32:57 PM
Justin Acord Justin.acord@cogentinfo.com Executive VP COGENT Infotech Corp. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/25/2026 5:44:24 AM ID: 6dc7f671-36d2-42b9-a980-ecafcfdcf586	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:7f81:fe0:4863:3e91:41d6:f18e Signed using mobile	Sent: 6/24/2026 3:32:59 PM Viewed: 6/25/2026 5:44:24 AM Signed: 6/25/2026 10:43:23 AM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/25/2026 11:35:46 AM ID: fdb2ab01-15db-4975-9dd2-6491e89639ba	Signed by: E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/25/2026 10:43:24 AM Viewed: 6/25/2026 11:35:46 AM Signed: 6/25/2026 11:36:01 AM
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  CEEFC57B31BA412... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/25/2026 11:36:02 AM Viewed: 6/25/2026 12:31:29 PM Signed: 6/25/2026 12:31:34 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/25/2026 12:31:35 PM
Autumn Perkins Autumn.perkins@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/1/2025 10:23:26 AM ID: c93c42f5-4a18-4a4a-8eab-bb10ad83ee1a	COPIED	Sent: 6/25/2026 12:31:36 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2026 8:04:08 AM
Certified Delivered	Security Checked	6/25/2026 12:31:29 PM
Signing Complete	Security Checked	6/25/2026 12:31:34 PM
Completed	Security Checked	6/25/2026 12:31:36 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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

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

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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:
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To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. DBA APPLEONE EMPLOYMENT SERVICES, PRIMARY VENDOR, AND COGENT INFOTECH CORPORATION, SECONDARY VENDOR, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 2, 2021, IN THE NOT-TO-EXCEED AMOUNT OF $700,000.00; SAID SECOND AMENDMENT TO CONTINUE TO PROVIDE TEMPORARY PROFESSIONAL LABOR SERVICES AND ADDITIONAL SPENDING AUTHORITY FOR THE PROCUREMENT DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7717 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $126,000.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $875,000.00).

WHEREAS, on November 2, 2021, City Council awarded a contract to Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, primary vendor, and Cogent Infotech Corporation, secondary vendor in the amount of $700,000.00, for temporary professional labor services for various city departments; and

WHEREAS, on June 25, 2026, Purchasing amended the contracts in the additional amount of $49,000 aggregating a not-to-exceed amount of $749,000; and

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

WHEREAS, the additional fees under the proposed Second Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, primary vendor, and Cogent Infotech Corporation, secondary vendor, which is on file in the office of the Purchasing Agent ("Agreement"), in the amount of One Hundred Twenty-Six Thousand and 0/100 ($126,000.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $875,000.00.

SECTION 2. This Second Amendment modifies the Agreement to replace any reference to HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES to AppleOne, Inc. dba AppleOne Employment Services.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor 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: Marcella Lunn

Docusign Envelope ID: 5D499182-8406-82D9-81F2-200BC37F6671

Docusign City Council Transmittal Coversheet

RFP	7717
File Name	Temp Labor - Amendment 2
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 5D499182-8406-82D9-81F2-200BC37F6671

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES
7717

THIS SECOND AMENDMENT TO CONTRACT 7717 (this "Amendment") by and between the City of Denton, Texas ("City") and HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES ("Contractor") to that certain contract executed on November 2, 2021, in the original not-to-exceed amount of $700,000 (the "Original Agreement"); amended on June 25, 2026 in the additional amount of $49,000 aggregating a not-to-exceed amount of $749,000 (the "First Amendment"); (collectively, the Original Agreement, the First Amendment and the Second Amendment, are the "Agreement") for services related to Temporary Labor Services.

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 $126,000 with this Amendment for an aggregate not-to-exceed amount of $875,000; 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 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 $126,000 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 $875,000.
2. This Amendment modifies the Agreement to replace any reference to HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE EMPLOYMENT SERVICES ("Contractor") to AppleOne, Inc. dba AppleOne Employment Services ("Contractor").

Docusign Envelope ID: 5D499182-8406-82D9-81F2-200BC37F6671

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

"CONTRACTOR"
HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC. dba APPLEONE

DocuSigned by:
By: Brett Howroyd
DA9414E...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:
Antonio Puente, Jr.
E2760844C2BF4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Certificate Of Completion

Envelope Id: 5D499182-8406-82D9-81F2-200BC37F6671
Status: Sent
Subject: Please DocuSign: City Council Contract 7717 Temp Labor - Amendment 2 - Apple One
Source Envelope:
Document Pages: 3
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
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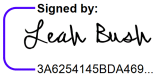
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 6/29/2026 9:48:13 AM Viewed: 6/29/2026 9:48:22 AM Signed: 6/29/2026 9:48:49 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/29/2026 9:48:51 AM Viewed: 6/29/2026 10:35:09 AM Signed: 6/29/2026 10:35:18 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/29/2026 10:35:20 AM Viewed: 7/6/2026 9:44:49 AM Signed: 7/7/2026 3:54:43 PM
Brett Howroyd BWHowroyd@ain1.com CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2026 7:32:58 PM ID: e2a41138-97dc-4151-b7bb-94b03f3ce27b	DocuSigned by: DA9414E8A8E2474... Signature Adoption: Pre-selected Style Using IP Address: 2600:8802:6a08:5c00:c14c:528a:e4fb:dc68	Sent: 7/7/2026 3:54:44 PM Resent: 7/7/2026 3:57:22 PM Viewed: 7/8/2026 10:31:28 AM Signed: 7/8/2026 12:20:17 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 12:31:59 PM ID: 0cfd38e8-85de-49fc-aec5-ec7c44a5d37c	Signed by: E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/8/2026 12:20:19 PM Viewed: 7/8/2026 12:31:59 PM Signed: 7/8/2026 12:32:21 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/8/2026 12:32:23 PM
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: 7/1/2026 4:30:58 PM ID: eac1c89a-2412-4c7a-b2a2-55eb3f92b794		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/29/2026 9:48:51 AM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/8/2026 12:32:22 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Autumn Perkins Autumn.perkins@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/1/2025 10:23:26 AM ID: c93c42f5-4a18-4a4a-8eab-bb10ad83ee1a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2026 9:48:13 AM
Envelope Updated	Security Checked	7/7/2026 3:57:21 PM

Payment Events	Status	Timestamps

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To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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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.

Docusign Envelope ID: B7F97ECD-CC46-8AC4-814A-728CCD8332D3

Docusign City Council Transmittal Coversheet

RFP	7717
File Name	Temp Labor - Amendment 2
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: B7F97ECD-CC46-8AC4-814A-728CCD8332D3

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND COGENT INFOTECH CORPORATION
7717

THIS SECOND AMENDMENT TO CONTRACT 7717 (this "Amendment") by and between the City of Denton, Texas ("City") and COGENT INFOTECH CORPORATION("Contractor") to that certain contract executed on November 2, 2021, in the original not-to-exceed amount of $700,000 (the "Original Agreement"); amended on June 25, 2026 in the additional amount of $49,000 aggregating a not-to-exceed amount of $749,000 (the "First Amendment"); (collectively, the Original Agreement, the First Amendment and the Second Amendment, are the "Agreement") for services related to Temporary Labor Services.

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 of $126,000 with this Amendment for an aggregate not-to-exceed amount of $875,000; 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 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 $126,000 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 $875,000.

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: B7F97ECD-CC46-8AC4-814A-728CCD8332D3

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"
COGENT INFOTECH CORPORATION
Signed by:
By: Manu Mehta
0472821AD5E3361...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:
Antonio Puente, Jr.
E76094C2AF4B5...
SIGNATURE

Antonio Puente, Jr.
PRINTED NAME

DME General Manager
TITLE

Electric
DEPARTMENT

Certificate Of Completion

Envelope Id: B7F97ECD-CC46-8AC4-814A-728CCD8332D3
Status: Sent
Subject: Please DocuSign: City Council Contract 7717 Temp Labor - Amendment 2 - Cogent
Source Envelope:
Document Pages: 3
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
6/29/2026 9:49:01 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 6/29/2026 9:51:37 AM Viewed: 6/29/2026 9:51:45 AM Signed: 6/29/2026 9:52:00 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/29/2026 9:52:02 AM Viewed: 6/29/2026 10:34:45 AM Signed: 6/29/2026 10:35:00 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/29/2026 10:35:03 AM Viewed: 7/6/2026 11:56:17 AM Signed: 7/7/2026 4:17:43 PM
Manu Mehta manu.mehta@cogentinfo.com President Cogent Infotech Corp. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 12:54:38 PM ID: 57b5fad4-e2df-4449-9806-4777ac4b5fb0	Signed by: Manu Mehta 0472821ADBE3438... Signature Adoption: Pre-selected Style Using IP Address: 69.153.244.34 Signed using mobile	Sent: 7/8/2026 9:44:26 AM Viewed: 7/8/2026 12:54:38 PM Signed: 7/8/2026 12:55:07 PM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Denton Municipal Electric Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 3:59:19 PM ID: b3e504ef-ee6e-4882-88b6-2a7f43dd3f8f	Signed by: E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/8/2026 12:55:08 PM Viewed: 7/8/2026 3:59:19 PM Signed: 7/8/2026 4:58:45 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/8/2026 4:58:47 PM
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: 7/1/2026 4:30:58 PM ID: eac1c89a-2412-4c7a-b2a2-55eb3f92b794		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/29/2026 9:52:02 AM

Carbon Copy Events	Status	Timestamp
Justin Acord Justin.acord@cogentinfo.com Executive VP COGENT Infotech Corp. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 8:44:41 AM ID: 5fa37295-4add-4663-b465-23ae99daaddf	COPIED	Sent: 7/8/2026 9:44:27 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/8/2026 4:58:46 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Autumn Perkins Autumn.perkins@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/1/2025 10:23:26 AM ID: c93c42f5-4a18-4a4a-8eab-bb10ad83ee1a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2026 9:51:38 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.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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: August 4, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a contract between the City of Denton and Mustang Apparel, Inc. dba Incentive Brands, amending the contract approved by City Council on July 28, 2020, in the not-to-exceed amount of $1,450,000.00; said second amendment to continue to provide additional spending authority for workwear for the Procurement Department; amended by Amendment 1 approved by City Council; providing for the expenditure of funds therefor; and providing an effective date (RFP 7315 – providing for an additional second amendment expenditure amount not-to-exceed $362,500.00, with the total contract amount not-to-exceed $1,812,500.00).

INFORMATION/BACKGROUND

This amendment will allow departments to continue using this contract while the Procurement Department completes a new solicitation. The contract covers workwear used by various City departments on an as-needed basis, including shirts, pants, hats, high-visibility gear, and more. It is a citywide contract utilized by nearly every department.

The original not-to-exceed was calculated using historical usage data. The estimated annual need was $290,000 for a five (5) year not-to-exceed (NTE) amount of $1,450,000.

On December 16, 2025, City Council rejected the award of workwear for various City of Denton departments to Mustang Apparel, Inc. dba Incentive Brands, and approved rejecting all proposals on RFP 8926 workwear instead. On February 3, 2026, City Council approved Amendment No. 1 to extend this contract to January 28, 2026 and allow City staff to continue purchasing workwear items while we prepare to resolicit and evaluate. The new solicitation was advertised to prospective vendors on Friday, July 31, 2026.

Adding the additional $362,500 to the current NTE will allow departments to continue using this contract until a new one is in place.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On July 28, 2020, City Council approved a contract with Mustang Apparel, Inc. dba Incentive Brands, in the not-to-exceed amount of $1,450,000 (Ordinance 20-1306).

On February 3, 2026, City Council approved Amendment No. 1 with Mustang Apparel, Inc. dba Incentive Brands, extending the contract for one (1) year (Ordinance 26-0006).

RECOMMENDATION

Award Amendment No. 2 with Mustang Apparel, Inc. dba Incentive Brands, to continue to provide workwear for various city departments for the Procurement Department, in a not-to-exceed amount of $362,500, for a total amended contract amount of $1,812,500.

PRINCIPAL PLACE OF BUSINESS

Mustang Apparel, Inc. dba Incentive Brands
Plano, TX

ESTIMATED SCHEDULE OF PROJECT

This contract expires on January 28, 2027.

FISCAL INFORMATION

These products and services will be funded through the department's budget on an as-needed basis. The City will only pay for services rendered and is not obligated to pay the full contract amount unless needed.

EXHIBITS

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

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

For information concerning this acquisition, contact: Lori Hewell, 940-349-7100.

Legal point of contact: Leah Bush at 940-349-8672.

ORDINANCE NO 20-1306

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS, FOR WORKWEAR FOR VARIOUS DEPARTMENTS FOR THE WAREHOUSE; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7315 – AWARDED TO MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS, IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $1,450,000).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for workwear for various departments for the Warehouse; and

WHEREAS, the City Manager, or a designated employee, has received and reviewed and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies or services, shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
7315	Mustang Apparel, Inc. dba Incentive Brands	$1,450,000

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies or services in accordance with the terms, specifications, standards, quantities and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items and of the submitted proposals wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or his designated representative, is hereby authorized to execute the written contract; provided that the written contract is in accordance

with the terms, conditions, specifications, standards, quantities and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or his designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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

The motion to approve this ordinance was made by John Ryan and seconded by Deb Armintor, the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	✓			
Gerard Hudspeth, District 1:	✓			
Keely G. Briggs, District 2:	✓			
Jesse Davis, District 3:	✓			
John Ryan, District 4:	✓			
Deb Armintor, At Large Place 5:	✓			
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this the 28th day of July, 2020.

CHRIS WATTS, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: Rosa Rios

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: Mack Reinwand

DocuSign Envelope ID: 57B6841F-BCC7-41E0-A678-AB274DFB48D0

Docusign City Council Transmittal Coversheet

RFP	7315
File Name	Supply of Workwear
Purchasing Contact	Laura Hermosillo
City Council Target Date	July 28, 2020
Piggy Back Option	Yes
Contract Expiration	July 28, 2025
Ordinance	20-1306

DS
LH

DocuSign Envelope ID: 57B6841F-BCC7-41E0-A678-AB274DFB48D0

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND MUSTANG APPAREL, INC. dba INCENTIVE BRANDS
(Contract #7315)

THIS CONTRACT is made and entered into this date 07/28/2020, by and between Mustang Apparel, Inc. dba Incentive Brands a Texas Corporation whose address is 610 Coit Rd., Plano, TX 75075, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the City's RFP # 7315 – Supply of Workwear, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 7315 – Supply of Workwear **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Supplier's Proposal. **(Exhibit "E")**;
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

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

Prohibition on Contracts with Companies Boycotting Israel
Supplier 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, Supplier certifies that Supplier's signature provides written verification to the City that Supplier: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization
Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do

DocuSign Envelope ID: 57B6841F-BCC7-41E0-A678-AB274DFB48D0

business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER

BY: DocuSigned by: Mike Monohan EAC58C7D512E4F3...

AUTHORIZED SIGNATURE

Printed Name: Mike Monohan

Title: VP of Sales

972 740-0193

PHONE NUMBER

mike@incentivebrands.com

EMAIL ADDRESS

2020-635874

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: DocuSigned by: Todd Hileman B776C711BA0D454...

TODD HILEMAN
CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: DocuSigned by: Mack Reinwand 7F9D328BF0204E5...

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

DocuSigned by: Cassandra Ogden E7FF20C194EA4F9...

SIGNATURE

Cassandra Ogden

PRINTED NAME

Director of Procurement and Compliance

TITLE

Procurement & Compliance

DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. The Quantities

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

2. Product Changes During Contract Term

The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the supplier's expense.

3. Authorized Distributor

The supplier shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be five (5) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

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

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must

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also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The contract total shall not exceed $1,450,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

8. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

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Exhibit B
City of Denton's RFP 7315 – Supply of Workwear

(On file at the office of the Purchasing Agent)

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

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

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

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

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

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

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.
F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by

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the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:
i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

17. **RIGHT TO AUDIT**:
A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:
A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in

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writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

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

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

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

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

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

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

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

19. **WARRANTY-PRICE**:

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

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

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

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

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21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above

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

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

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

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

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

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28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:
A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,**

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EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional

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insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked

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to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

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

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and

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interests throughout the world in and to the deliverables.

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

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition

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to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

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

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal

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documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:

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

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

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for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties

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that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified

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delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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

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

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

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

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

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any

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such damage within one (1) calendar day.

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

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

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

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

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Supplier terms and conditions**

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Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Exhibit E

				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
1	**Unit price must include shipping cost, and embroidery/screen printing cost.**							
2	**SECTION A: PANTS Only same brand alternates will be considered**							
3	Carpenter Jeans (W:30-44) Any lengthDICKIES LU200 ONLY	200	EA	$18.70	$3,740.00	Dickies LU200	10	
4	Carpenter Jeans (W:46-60) Any lengthDICKIES LU200 ONLY	20	EA	$20.60	$412.00	Dickies LU200	10	
5	Cargo Pant (W:28-42) Any lengthDICKIES #2112372 ONLY, ANY COLOR	75	EA	$25.40	$1,905.00	Dickies 2112372	10	
6	Cargo Pant (W:44-60) Any lengthDICKIES #2112372 ONLY, ANY COLOR	50	EA	$27.95	$1,397.50	Dickies 2112372	10	
7	Discount off List Price for Special Order / like items in this category not mentioned above (male and female pants and jeans-no brand or style restrictions).			20.0%				
8	**SECTION B- JACKETS AND COATS, EMBROIDERED LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered**							
9	JACKET, SIERRA SANDSTONE W/HOOD, REGULARCARHARTT ONLY, SHERPA LINED, ALL COLORS AND STYLES, J141 OR EQUIVALENT	10	EA	$99.50	$995.00	Carhartt J141	14	
10	JACKET, SIERRA SANDSTONE W/HOOD, BIG &TALLCARHARTT ONLY, SHERPA LINED, ANY COLOR, J141 OR EQUIVALENT	10	EA	$107.00	$1,070.00	Carhartt J141	14	
11	JACKET, SANDSTONE WITH HOOD , REGULAR CARHARTT ONLY, DUCK ACTIVE, QUILT LINED, ANY COLOR, J130 OR EQUIVALENT	80	EA	$88.50	$7,080.00	Carhartt J130	14	
12	JACKET, SANDSTONE WITH HOOD , BIG & TALLCARHARTT ONLY, DUCK ACTIVE, QUILT LINED, ANY COLOR, J130 OR EQUIVALENT	20	EA	$96.50	$1,930.00	Carhartt J130	14	
13	JACKET, SANDSTONE BROWN, REGULARCARHARTT ONLY, DUCK, QUILT LINED, ANY COLOR, J002 OR EQUIVALENT	10	EA	$19.75	$197.50	Carhartt J002	14	
14	JACKET, SANDSTONE BROWN, BIG & TALLCARHARTT ONLY, DUCK, QUILT LINED, ANY COLOR, J002 OR EQUIVALENT	10	EA	$19.75	$197.50	Carhartt J002	14	Goes to 2XL
15	JACKET, DUCK HOODED BROWN, REGULARCORNERSTONE J763H	30	EA	$43.00	$1,290.00	Cornerstone J763H	6	
16	JACKET, DUCK HOODED BROWN, BIG & TALLCORNERSTONE J763H	30	EA	$47.75	$1,432.50	Cornerstone J763H	6	
17	JACKET, WINDSHIRT V-NECK, REGULARPORT AUTHORITY #JST72 OR EQUIVALENT, ANY COLOR	25	EA	$14.75	$368.75	Port Authority JST72	6	
18	JACKET, WINDSHIRT V-NECK, BIG & TALLPORT AUTHORITY #JST72 OR EQUIVALENT, ANY COLOR	5	EA	$19.50	$97.50	Port Authority JST72	6	
19	JACKET, WINDBREAKER, REGULARPORT AUTHORITY ZEPHYR 1/2 ZIP PULLOVER, ANY COLOR	15	EA	$12.40	$186.00	Port Authority J343	6	
20	JACKET, WINDBREAKER, BIG & TALLPORT AUTHORITY ZEPHYR 1/2 ZIP PULLOVER, ANY COLOR	3	EA	$15.30	$45.90	Port Authority J343	6	
21	COAT, Full Swing Chore Coat, REGULARCARHARTT ONLY	10	EA	$73.85	$738.50	Carhartt 102707	14	
22	COAT, Full Swing Chore Coat, BIG & TALLCARHARTT ONLY	3	EA	$81.00	$243.00	Carhartt 102707	14	
23	COAT, Sandstone Traditional Coat / Arctic Quilt Lined, REGULARCARHARTT ONLY	10	EA	$123.00	$1,230.00	Carhartt C26	14	
24	COAT, Sandstone Traditional Coat / Arctic Quilt Lined, BIG AND TALLCARHARTT ONLY	3	EA	$134.50	$403.50	Carhartt C26	14	
25	COAT, Duck Quilt-Lined Active , REGULARCARHARTT ONLY	250	EA	$88.50	$22,125.00	Carhartt 104050	14	
26	COAT, Duck Quilt-Lined Active , BIG AND TALL	30	EA	$96.50	$2,895.00	Carhartt 104050	14	

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				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
27	Discount off List Price for Special Order / like Items in this category not mentioned above (male and felame coats and jackets -no brand or style restrictions).	1		15.0%				
28	**SECTION C- FLECE JACKETS, EMBROIDERED LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered**							
29	JACKET, FLEECE HOODIE S-2XLDICKIES TW382 OR EQUIVALENT, ANY COLOR	250	EA	$38.70	$9,675.00	Dickies TW382	12	
30	JACKET, FLEECE HOODIE 3XL-5XL, LT--4XLTDICKIES TW388 OR EQUIVALENT, ANY COLOR	75	EA	$42.30	$3,172.50	Dickies TW388	12	This item is the Big size version of the TW382.
31	JACKET, FLEECE HOODIE S-2XLCORNERSTONE CS620 OR EQUIVALENT, ANY COLOR	30	EA	$34.30	$1,029.00	Cornerstone CS620	6	
32	JACKET, FLEECE HOODIE 3XL-5XL, LT--4XLTCORNERSTONE CS620 OR EQUIVALENT, ANY COLOR	5	EA	$38.80	$194.00	Cornerstone CS620	6	
33	JACKET, FLEECE HOODIE S-2XLHI-VISIBILITY THERMAL LINED HOODIE BEHVF02	25	EA	$48.00	$1,200.00	Berne BEHVF021	14	
34	JACKET, FLEECE HOODIE 3XL-5XL, LT--4XLTHI-VISIBILITY THERMAL LINED HOODIE BEHVF02	5	EA	$52.50	$262.50	Berne BEHVF021	14	
35	Discount off List Price for Special Order / like Items in this category not mentioned above (male and female fleece jackets and coats-no brand or style restrictions).	1		15.0%				
36	**SECTION D- TOPS, EMBROIDERED LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered**							
37	SHIRT, POLO GOLF DRI-FIT, REGULARNIKE MEN #363807 ONLY, ANY COLOR	20	EA	$25.30	$506.00	Nike 363807	6	
38	SHIRT, POLO GOLF DRI-FIT, BIG & TALLNIKE MEN #363807 ONLY, ANY COLOR	20	EA	$28.25	$565.00	Nike 363807	6	
39	SHIRT, POLO GOLF TECH SPRT, REGULARNIKE MEN #266998 ONLY, ANY COLOR	20	EA	$25.30	$506.00	Nike 266998	6	
40	SHIRT, POLO GOLF TECH SPRT, BIG & TALLNIKE MEN #266998 ONLY, ANY COLOR	20	EA	$28.25	$565.00	Nike 266998	6	
41	SHIRT, POLO JERSEY KNIT, REGULARPORT &CO #KP55 ONLY, ANY COLOR	20	EA	$7.20	$144.00	Port & Co Kp55	6	
42	SHIRT, POLO JERSEY KNIT, BIG & TALLPORT &CO #KP55 ONLY, ANY COLOR	20	EA	$11.45	$229.00	Port & Co KP55	6	
43	SHIRT, POLO JERSEY W/ POCKET, REGULARPORT&CO #KP55P ONLY, ANY COLOR	20	EA	$8.80	$176.00	Port & Co KP55P	6	
44	SHIRT, POLO JERSEY W/ POCKET, BIG & TALLPORT&CO #KP55P ONLY, ANY COLOR	20	EA	$12.40	$248.00	Port & Co KP55P	6	
45	SHIRT, POLO SILK W/POCKET, REGULARPORT AUTORITY # K500P ONLY, ANY COLOR	20	EA	$12.35	$247.00	Port Authority K500P	6	
46	SHIRT, POLO SILK W/POCKET, BIG & TALLPORT AUTORITY # K500P ONLY, ANY COLOR	20	EA	$17.15	$343.00	Port Authority K500p	6	
47	SHIRT, SPORT POLO W/ POCKET, REGULARGILDAN #8900 ONLY, ANY COLOR	20	EA	$9.90	$198.00	Gildan 8900	6	
48	SHIRT, SPORT POLO W/POCKET, BIG & TALLGILDAN #8900 ONLY, ANY COLOR	20	EA	$13.40	$268.00	Gildan 8900	6	
49	SHIRT, WORK, SHORT SLEEVE, REGULARRED KAP SP24 ONLY, ANY COLOR,	50	EA	$12.95	$647.50	Red Kap SP24	6	
50	SHIRT, WORK, SHORT SLEEVE, BIG & TALLRED KAP SP24 ONLY, ANY COLOR	50	EA	$15.30	$765.00	Red Kap SP24	6	
51	SHIRT, WORK, LONG SLEEVE, REGULARRED KAP SP14 ONLY, ANY COLOR	50	EA	$14.75	$737.50	Red Kap SP14	6	
52	SHIRT, WORK, LONG SLEEVE, BIG & TALLRED KAP SP14 ONLY, ANY COLOR	50	EA	$17.10	$855.00	Red Kap SP14	6	
53	SHIRT, POLO SHORT SLEEVE, REGULARCALIBER OG101 ONLY, ANY COLOR	60	EA	$20.60	$1,236.00	Ogio Caliber OG101	6	
54	SHIRT, POLO SHORT SLEEVE, BIG AND TALLCALIBER OG101 ONLY, ANY COLOR	20	EA	$23.65	$473.00	Ogio Caliber OG101	6	

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				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
55	SHIRT, POLO, REGULARDEVON & JONES DRYTEC C20 ONLY, ANY COLOR	15	EA	$18.25	$273.75	Devon & Jones C20	8	
56	SHIRT, POLO, BIG AND TALLDEVON & JONES DRYTEC C20 ONLY, ANY COLOR	15	EA	$23.00	$345.00	Devon & Jones C20	8	
57	Discount off List Price for Special Order / like Items in this category not mentioned above (male and female polo shirts-no brand or style restrictions).	1		30.0%				
58	**SECTION E- TOPS, SCREEN PRINT LEFT CHEST WITH DME OR COD LOGO Only same brand alternates will be considered**							
59	T-SHIRT, SHORT SLEEVE, W/ POCKET, REGULARHANES BEEFY-T H-5190, ANY COLOR, SIZES S-2XL	200	EA	$7.50	$1,500.00	Hanes H-5190	5	
60	T-SHIRT, SHORT SLEEVE, W/POCKET, BIG & TALLHANES BEEFY-T H-5190, ANY COLOR, SIZES 3X+	150	EA	$10.60	$1,590.00	Hanes H-5190	5	
61	T-SHIRT, LONG SLEEVE, W/ POCKET, REGULARHANES TAGLESS H5596, ANY COLOR, SIZES S-2XL	200	EA	$8.65	$1,730.00	Hanes H-5596	5	
62	T-SHIRT, LONG SLEEVE, W/POCKET, BIG & TALLHANES TAGLESS H5596, ANY COLOR, SIZES 3X+	150	EA	$11.95	$1,792.50	Hanes H-5596	5	
63	T-SHIRT, SHORT SLEEVE, REGULARJERZEES 29MP/29MPXLT, ANY COLOR, SIZES S-2XL	150	EA	$6.25	$937.50	Jerzees 29MP	5	
64	T-SHIRT, SHORT SLEEVE, BIG & TALLJERZEES 29MP/29MPXLT, ANY COLOR, SIZES 3XL+ and Tall	30	EA	$9.65	$289.50	Jerzees 29MP	5	
65	T-SHIRT, SHORT SLEEVE, REGULARJERZEES 29MTXR, ANY COLOR, SIZES S-2XL	15	EA	$6.95	$104.25	Jerzees 29mtxr	5	
66	T-SHIRT, SHORT SLEEVE, BIG & TALLJERZEES 29MTXR, ANY COLOR, SIZES 3XL+ and Tall	15	EA	$7.85	$117.75	Jerzees 29mtxr	5	
67	T-SHIRT, SHORT SLEEVE, REGULARST380, ANY COLOR, SIZES S-2XL	150	EA	$8.15	$1,222.50	Sport Tek ST380	5	
68	T-SHIRT, SHORT SLEEVE, BIG & TALLST380, ANY COLOR, SIZES 3XL+ and Tall	75	EA	$11.30	$847.50	Sport Tek ST380	5	
69	T-SHIRT, LONG SLEEVE, REGULARJERZEES 29LS, ANY COLOR, SIZES S-2XL	50	EA	$5.25	$262.50	jerzees 29LS	5	
70	T-SHIRT, LONG SLEEVE, BIG & TALLJERZEES 29LS, ANY COLOR, SIZES 3XL+ and Tall	25	EA	$7.65	$191.25	Jerzees 29LS	5	
71	T-SHIRT, LONG SLEEVE, W/ POCKET, REGULARPORT & CO PC61LSP/PC61LSPT, ANY COLOR, SIZES S-2X & LT-2XLT	200	EA	$8.95	$1,790.00	Port & Co PC61LSP/PC61LSPT	5	
72	T-SHIRT, LONG SLEEVE, W/POCKET, BIG & TALLPORT & CO PC61LSP/PC61LSPT, ANY COLOR, SIZES 3X-4X & 3XLT-4XLT	150	EA	$12.30	$1,845.00	Port & Co PC61LSP/PC61LSPT	5	
73	T-SHIRT, LONG SLEEVE, REGULARPOSICHARGE COMPETITOR STST350LS, ANY COLOR, SIZES S-2XL	40	EA	$6.90	$276.00	Sport Tek ST350LS	5	
74	T-SHIRT, LONG SLEEVE, BIG & TALLPOSICHARGE COMPETITOR STST350LS, ANY COLOR, SIZES 3XL+ and Tall	20	EA	$9.95	$199.00	Sport Tek St350LS	5	
75	Discount off List Price for Special Order / like Items in this category not mentioned above (male and female t-shirts-no brand or style restriction).	1		30.0%				
76	**SECTION F- TOPS: SCREEN PRINT ON BACK WITH LARGE DME LOGO Only same brand alternates will be considered**							
77	T-SHIRT, SHORT SLEEVE DME, REGULAR SAFETY GREEN & LIME, W/POCKET, HANES BEEFY T ONLY, SIZES S-3X	700	EA	$7.50	$5,250.00	Hanes Beefy T	5	
78	T-SHIRT SHORT SLEEVE DME, BIG & TALLSAFETY GREEN & LIME, W/POCKET, PC61PT & PC55PT ONLY, SIZES LT-4XLT	300	EA	$7.95	$2,385.00	Port & Co PC55PT/Pc61pt	5	

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Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
79	T-SHIRT, LONG SLEEVE, DME, REGULARSAFETY GREEN & LIME, W/POCKET, PC61LSP/PC61LSPT & PC55LS/PC55LST, SIZES S-2X & LT-2XLT	500	EA	$8.50	$4,250.00	Port & Co PC61LSP/PC61LSPT & PC55LS/PC55LST	5	
80	T-SHIRT, LONG SLEEVE DME, BIG & TALLSAFETY GREEN & LIME, W/POCKET, PC61LSP/PC61LSPT & PC55LS/PC55LST, SIZES 3X-4X & 3XLT-4XLT	250	EA	$11.40	$2,850.00	Port & Co PC61LSP/PC61LSPT & PC55LS/PC55LST	5	
81	Discount off List Price for Special Order / like Items in this category not mentioned above (t-shirts-DME back logo-no brand or style restriction).	1		15.0%				
82	**SECTION G - OVEARALLS -ONLY ORDERED FOR NEW EMPLOYEES OR REPLACEMENTS Only same brand alternates will be considered**							
83	BIB OVERALL, DUCK CARHARTT (W:32-50)CARHARTT ONLY, DUCK, QUILT LINED, OPEN TO WAIST, ANY COLOR	120	EA	$90.00	$10,800.00	Carhartt R38	14	Embroidered logo available.
84	BIB OVERALL, DUCK CARHARTT (W:32-50)CARHARTT ONLY, DUCK, QUILT LINED, OPEN TO KNEE, ANY COLOR	70	EA	$75.50	$5,285.00	Carhartt R41	0.00	Embroidered logo available.
85	BIB OVERALL, DUCK LIBERTY (W:32-50)LIBERTY ONLY, DUCK, ANY COLOR	10	EA	$34.00	$340.00	Liberty YB790	0.00	Embroidered logo available.
86	Discount off List Price for Special Order / like Items in this category not mentioned above (overalls and coveralls-no brand or style restrictions).	1		15.0%				
87	**SECTION H - FIRE RETARDANT TOPS - EMBROIDERED LEFT CHEST FR THREAD WITH DME TWO COLOR LOGO Only same brand alternates will be considered**							
88	SWEATSHIRT, PULLOVER FR, REGULARNATIONAL SAFETY APPAREL # C21IW03 ONLY, NAVY, SIZES S-2XL & MT-2XLT	50	EA	$150.00	$7,500.00	National Safety Apparel C21IW03	15	
89	SWEATSHIRT, PULLOVER FR, BIG AND TALLNATIONAL SAFETY APPAREL # C21IW03 ONLY, NAVY, SIZES 3X-5X & 3XLT-5XLT	15	EA	$158.00	$2,370.00	National Safety Apparel C21IW03	14	
90	SWEATSHIRT, HOOD ZIP FR, REGULARNATIONAL SAFETY APPAREL # C21IW05 ONLY, NAVY, SIZES S-2XL & MT-2XLT	50	EA	$160.00	$8,000.00	National Safety Apparel C21IW05	14	
91	SWEATSHIRT, HOOD ZIP FR, BIG AND TALLNATIONAL SAFETY APPAREL # C21IW05 ONLY, NAVY, SIZES 3X-5X & 3XLT-5XLT	15	EA	$169.00	$2,535.00	National Safety Apparel C21IW05	14	
92	VEST, MOCK NECK, FR, REGULARCARHARTT 101029DY ONLY, DARK NAVY, SIZES S-2XL & MT-2XLT	40	EA	$116.00	$4,640.00	Carhartt 101029DY	14	
93	VEST, MOCK NECK, FR, BIG AND TALLCARHARTT 101029DY ONLY, DARK NAVY, SIZES 3X-5X & 3XLT-5XLT	15	EA	$124.50	$1,867.50	Carhartt 101029DY	14	
94	SHIRT, FR PREMIUM LONG SLEEVE, REGULARTYNDALE M110T ONLY, KHAKI, SIZES S-2XL & MT-2XLT	250	EA	$110.00	$27,500.00	Tyndale M110T	14	
95	SHIRT, FR PREMIUM LONG SLEEVE, BIG AND TALLTYNDALE M110T ONLY, KHAKI, SIZES 3X-5X & 3XLT-5XLT	150	EA	$115.00	$17,250.00	Tyndale M110T	14	
96	Discount off List Price for Special Order / like Items in this category not mentioned above (FR items-no brand or style restrictions).	1		10.0%				
97	**SECTION I - FR PROTECTIVE GEAR - NO LOGOS Only same brand alternates will be considered**							
98	FR FACE MUFFLER GAINTER, BENCHMARK FR Flame Resistant Face Mask Neck Gaiter	50	EA	$20.99	$1,049.50	Benchmark 3049FRB	14	
99	NSA FR Midweight Knit Hood, 12 Clorie Arc RatedOne size fits all-midnight blue or black in color	80	EA	$23.25	$1,860.00	NSA H11BA	14	
100	Discount off List Price for Special Order / like Items in this category not mentioned above (FR protective gear-no brand or style restrictions).	1		10.0%				

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				Mustang Apparel dba Incentive Brands				
Line #	Description	QTY	UOM	Unit	Extended	Proposed Mnf. Part #:	Delivery ARO (BD)	Notes
101	**SECTION J - FR PANTS Only same brand alternates will be considered**							
102	PANT, FR CANVAS CARGO, REGULARCARHARTT FRB240 ONLY, DARK NAVY, SIDE POCKETS	150	EA	$80.00	$12,000.00	Carhartt FRB240	14	
103	PANT, FR CANVAS CARGO, BIG AND TALLCARHARTT FRB240 ONLY, DARK NAVY, SIDE POCKETS	50	EA	$87.25	$4,362.50	Carhartt FRB240	14	
104	PANT, FR LOOSE FIT CARGO, REGULARCARHARTT FRB159 ONLY, DARK NAVY, SIDE POCKETS	150	EA	$71.50	$10,725.00	Carhartt FRB159	14	
105	PANT, FR LOOSE FIT CARGO, BIG AND TALLCARHARTT FRB240 ONLY, DARK NAVY, SIDE POCKETS	50	EA	$78.65	$3,932.50	Carhartt FRB159	14	
106	Discount off List Price for Special Order / like Items in this category not mentioned above (FR pants-no brand or style restrictions).	1		15.0%				
107	**SECTION K - HATS (EMBROIDERED DME LOGO LEFT PANEL OR COD LOGO MIDDLE PANEL) Only same brand alternates will be considered**							
108	CAP, RICHARDSON 112FPAll colors	288	EA	$7.00	$2,016.00	Richardson 112FP	8	
109	CAP, RICHARDSON 110All colors	288	EA	$9.15	$2,635.20	Richardson 110	8	
110	CAP, Adams Ad Extreme conditions Neck CapeDME LOGO FULL FRONT or COD LOGO, sandstone/white	120	EA	$15.45	$1,854.00	Adams ACXM101	8	
111	CAP, TRUCKERCHARCOAL/NAVY, RICHARDSON 112	450	EA	$6.75	$3,037.50	Richardson 112	8	
112	CAP, OUTDOOR CAP #GL271 ,KHAKI/NAVY, COLOR 291	90	EA	$8.15	$733.50	Outdoor Cap GL-271	6	
113	CAP, MESHCOBRA, STYLE PSM, KHAKI/NAVY	125	EA	$3.95	$493.75	Cobra PSM	6	
114	CAP, STOCKING WITH COD LOGO	120	EA	$5.25	$630.00	Port & Co CP90l	6	
115	CAP, STOCKING WITH COD LOGO	120	EA	$5.65	$678.00	Port & Co CP95	6	
116	HAT, ADJ BOONIE KHAKI Wholesale Hats STYLE#7805A or equivalent	200	EA	$14.45	$2,890.00	Port & Co C920	6	
117	Discount off List Price for Special Order / like Items in this category not mentioned above (hats-no brand or style restrictions).	1		20.0%				
118	**SECTION L - JEANS Only same brand alternates will be considered**							
119	JEANS, WRANGER COMPETITION 01MWX WRANGLER 20X 01	250	EA	$40.65	$10,162.50	Wrangler 20X01	14	
120	JEANS, WRANGER COMPETITION (38+ INSEAM)01MWX WRANGLER 20X 01	50	EA	$40.65	$2,032.50	Wrangler 20X01	14	
121	JEANS, WRANGER COMPETITION (44+ WAIST)01MWX WRANGLER 20X 01	25	EA	$42.10	$1,052.50	Wrangler 20X01	14	
122	JEANS, WRANGER ORIGINAL FIT FR	50	EA	$52.95	$2,647.50	Wrangler FR13	14	
123	JEANS, WRANGER ORIGINAL FIT FR (38+ INSEAM)	25	EA	$52.95	$1,323.75	Wrangler FR13	14	
124	JEANS, WRANGER ORIGINAL FIT FR (44+ WAIST)	25	EA	$54.60	$1,365.00	Wrangler FR13	14	
125	JEANS, GEROGE STRAIT COWBOY CUTORIGINAL AND RELAXED FIT	10	EA	$40.50	$405.00	Wrangler 13MGS	14	
126	JEANS, ARIAT, BOOT CUT JEANM4 LOW RISE SCOUNDREL	50	EA	$46.50	$2,325.00	Ariat 10008403	14	
127	JEANS, ARIAT, BOOT CUT JEAN (38+ INSEAM)M4 LOW RISE SCOUNDREL	25	EA	$46.50	$1,162.50	Ariat 10008403	14	
128	JEANS, ARIAT, BOOT CUT JEAN (44+ WAIST)M4 LOW RISE SCOUNDREL	25	EA	$49.00	$1,225.00	Ariat 10008403	14	
129	JEANS, RELAXED FIT (38+ INSEAM)CARHARTT B17 DST	10	EA	$23.50	$235.00	Carhartt B17	14	
130	JEANS, WRANGER ORIGINAL FIT (Cowboy Cut) 13 MWZ	120	EA	$28.00	$3,360.00	Wrangler 13MWZ	14	
131	JEANS, WRANGER ORIGINAL FIT (38+ INSEAM) (Cowboy Cut) 13 MWZ	15	EA	$28.00	$420.00	Wrangler 13MWZ	14	
132	JEANS, WRANGER ORIGINAL FIT (44+ WAIST) (Cowboy Cut) 13 MWZ	15	EA	$30.50	$457.50	Wrangler 13MWZ	14	
133	JEANS, WRANGER Relaxed Fit 31MWZPW, pre-washed or equivalent	100	EA	$34.50	$3,450.00	Wrangler 31MWZPW	14	
134	JEANS, WRANGER Relaxed Fit (38+ INSEAM)31MWZPW, pre-washed or equivalent	10	EA	$34.50	$345.00	Wrangler 31MWZPW	14	

				Mustang Apparel dba Incentive Brands				
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Proposed Mnf. Part #:**	**Delivery ARO (BD)**	**Notes**
135	JEANS, WRANGER Relaxed Fit (44+ WAIST)31MWZPW, pre-washed or equivalent	10	EA	$37.00	$370.00	Wrangler 31MWZPW	14	
136	Discount off List Price for Special Order / like Items in this category not mentioned above (hats-no brand or style restrictions).	1		10.0%				
137	**SECTION M- HIGH VISIBILITY GEAR Only same brand alternates will be considered**							
138	HAT, LIME MESH BOONIE HIGH VISIBILITY, ERB 61587S230	50	EA	$6.00	$300.00	ERB 61687	10	
139	VEST,SAFETY, LIME MESH, ALL SIZES, LOGO ON POCKETCLASS 2, ANSI ,ORANGE STRIPING, W/OUTER POCKETS	500	EA					
140	Discount off List Price for Special Order / like Items in this category not mentioned above (High Visibility Gear -no brand or style restrictions).	1		20.0%				
141	sub Discount off List Price for Special Order / Work Wear Items not coveren in any of the categories mentioned above (no brand or style restrictions).	1		15.0%				

DocuSign Envelope ID: 57B6841F-BCC7-41E0-A678-AB274DFB48D0

Exhibit F

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.** Mustang Apparel, Inc. dba Incentive Brand

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

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.

N/A

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

5 DocuSigned by: Mike Monahan EAC56C7D512E4F3...

usiness with the governmental entity

7/6/2020

Date

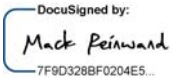
Certificate Of Completion

Envelope Id: 57B6841FBCC741E0A678AB274DFB48D0
Status: Completed
Subject: Please DocuSign: City Council Contract 7315 - Workwear
Source Envelope:
Document Pages: 33
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Laura Hermosillo
901B Texas Street
Denton, TX 76209
laura.hermosillo@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
6/17/2020 2:49:26 PM
Holder: Laura Hermosillo
laura.hermosillo@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Laura Hermosillo laura.hermosillo@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 6/17/2020 2:58:58 PM Viewed: 6/17/2020 2:59:11 PM Signed: 6/17/2020 2:59:14 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 6/17/2020 2:59:17 PM Viewed: 6/17/2020 3:01:34 PM Signed: 6/17/2020 3:09:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/17/2020 3:09:03 PM Viewed: 6/19/2020 5:06:40 PM Signed: 6/19/2020 5:09:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mike Monohan mike@incentivebrands.com VP of Sales Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 107.77.197.185 Signed using mobile	Sent: 6/19/2020 5:09:58 PM Resent: 6/23/2020 5:31:52 PM Resent: 6/23/2020 5:32:51 PM Resent: 6/26/2020 5:24:36 PM Resent: 6/26/2020 5:25:27 PM Resent: 7/2/2020 11:38:57 AM Viewed: 7/2/2020 2:03:11 PM Signed: 7/6/2020 11:02:43 AM
Electronic Record and Signature Disclosure: Accepted: 6/19/2020 5:14:36 PM ID: 2d90517d-8f52-48cd-ba02-9ec5abbbcf95		

Signer Events	Signature	Timestamp
Cassandra Ogden Cassandra.Ogden@cityofdenton.com Director of Procurement and Compliance City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Cassandra Ogden E7FF20C194EA4F9... Signature Adoption: Pre-selected Style Using IP Address: 47.184.121.142 Signed using mobile	Sent: 7/6/2020 11:02:47 AM Viewed: 7/6/2020 1:48:36 PM Signed: 7/6/2020 1:48:54 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator 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: 7/6/2020 1:48:59 PM Viewed: 7/29/2020 1:12:34 PM Signed: 7/29/2020 1:12:45 PM
Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21	DocuSigned by: Todd Hileman B776C711BA0D454... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/29/2020 1:12:50 PM Viewed: 7/29/2020 2:11:37 PM Signed: 7/29/2020 2:11:41 PM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/29/2020 2:14:52 PM ID: e4fb4233-8885-43b8-aecf-88ff60b7e0db	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 47.24.6.80	Sent: 7/29/2020 2:11:46 PM Viewed: 7/29/2020 2:14:52 PM Signed: 7/29/2020 2:15:31 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/17/2020 2:59:16 PM

Car□on Cop□ Events	Status	Timestamp
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/6/2020 1:48:59 PM
Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/29/2020 2:15:35 PM
Dustin Rolfe Dustin.Rolfe@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/29/2020 2:15:36 PM
Misty A Willis Misty.Willis@cityofdenton.com Electric Project Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/7/2019 2:47:10 PM ID: b6bf9835-4239-499b-8dc7-880eafd1aa5e	COPIED	Sent: 7/29/2020 2:15:36 PM Viewed: 7/29/2020 3:01:32 PM
Drew Huffman drew.huffman@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/13/2018 2:52:26 PM ID: 0fcc9a04-4fe5-41d0-935e-32877832cf92	COPIED	Sent: 7/29/2020 2:15:37 PM

□ itness Events	Signature	Timestamp

□otar□ Events	Signature	Timestamp

Envelope Summar□ Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/29/2020 2:15:37 PM
Certified Delivered	Security Checked	7/29/2020 2:15:37 PM
Signing Complete	Security Checked	7/29/2020 2:15:37 PM
Completed	Security Checked	7/29/2020 2:15:37 PM

□a□ment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. 26-0006

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION BETWEEN THE CITY OF DENTON AND MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS THROUGH JULY 28, 2026, FOR WORKWEAR FOR VARIOUS DEPARTMENTS; AND DECLARING AN EFFECTIVE DATE (RFP 7315 – EXTENDING A CONTRACT WITH MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS, TO JULY 28, 2026).

WHEREAS, Ordinance 20-1306 authorized a contract to Mustang Apparel, Inc. dba Incentive Brands for workwear for various departments, which is on file in the office of the Purchasing Agent; and

WHEREAS, on July 24, 2025, Purchasing awarded a contract extension to Mustang Apparel, Inc. dba Incentive Brands, to continue to purchase workwear for various departments; and

WHEREAS, the staff having recommended, and the City Manager having recommended to the City Council that an extension to the existing purchasing authority approved by Ordinance 20-1306 be authorized between the City and Mustang Apparel, Inc. dba Incentive Brands, to expire on July 28, 2026; and

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The authority to receive services from Mustang Apparel, Inc. dba Incentive Brands, authorized by Ordinance 20-1306, is hereby extended under RFP 7315 to July 28, 2026.

SECTION 3. The City Council delegates the authority to the City Manager to take any actions that may be required or permitted to be performed by the City of Denton under RFP 7315 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 Brian Beck and seconded by Brandon Chase McGee. 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			
Suzi Rumohr, District 3:	X			
Joe Holland, District 4:	X			
Brandon Chase McGee, At Large Place 5:	X			
Jill Jester, At Large Place 6:	X			

PASSED AND APPROVED this the 3rd day of February, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: Ingrid Rex

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 496F7AAE-7826-4AC6-8BE2-D008E1B2879E

Docusign City Council Transmittal Coversheet

RFP	7315
File Name	Workwear
Purchasing Contact	Christina Dormady
City Council Target Date	FEBRUARY 3, 2026
Piggy Back Option	Not Applicable
Contract Expiration	JULY 28, 2026
Ordinance	26-0006

Initial
LH

Docusign Envelope ID: 496F7AAE-7826-4AC6-8BE2-D008E1B2879E

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS 7315**

THIS FIRST AMENDMENT TO CONTRACT 7315 (this "Amendment") by and between the City of Denton, Texas ("City") and **MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS** ("Contractor") to that certain contract executed on July 28, 2020, in the original not-to-exceed amount of $1,450,000 (the "Agreement"); for services related to the **Workwear.**

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 term as set forth in Exhibit A Section 4 as extended to provide for an additional six (6) month term ending on July 28, 2026. At the sole option of the City, this term may be extended for one (1) additional six (6) month terms.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 02/03/2026.

Docusign Envelope ID: 496F7AAE-7826-4AC6-8BE2-D008E1B2879E

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

Signed by:
Matthew Hamilton
A5D2C74E16AE4F1...
SIGNATURE

Matthew Hamilton
PRINTED NAME

Interim Finance Director
TITLE

Finance
DEPARTMENT

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
By: Leah Bush
2A936B08B5D7485...

ATTEST:
INGRID REX, CITY SECRETARY

Signed by:
By: Ingrid Rex
F116805422D0464...

"CONTRACTOR"
MUSTANG APPAREL, INC. DBA INCETIVE BRANDS

Signed by:
By: Drew Giddens
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:
By: Sara Hensley
AUTHORIZED SIGNATURE, TITLE

Certificate Of Completion

Envelope Id: 496F7AAE-7826-4AC6-8BE2-D008E1B2879E
Status: Completed
Subject: Please DocuSign: City Council Contract 7315 Workwear Contract Extension
Source Envelope:
Document Pages: 3
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
12/30/2025 10:44:31 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 12/30/2025 10:45:51 AM Viewed: 12/30/2025 10:46:24 AM Signed: 12/30/2025 10:46:41 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 12/30/2025 10:46:43 AM Viewed: 12/30/2025 10:57:00 AM Signed: 12/30/2025 10:57:16 AM
Leah Bush leah.bush@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/31/2025 11:33:32 AM ID: 2d3dcc8c-32a7-4d95-a437-b51743295a67	Signed by: 2A936B08B5D7485... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 12/30/2025 2:02:30 PM Viewed: 12/31/2025 11:33:32 AM Signed: 12/31/2025 11:42:04 AM
Drew Giddens drew@incentivebrands.com President DBA Mustang Apparel Inc, a S corporation. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/31/2025 1:08:19 PM ID: 1d91160f-88e6-4476-99a8-5619cc26e983	Signed by: D34E823669184DD... Signature Adoption: Pre-selected Style Using IP Address: 76.185.17.112 Signed using mobile	Sent: 12/31/2025 11:42:06 AM Resent: 1/8/2026 11:17:01 AM Viewed: 1/8/2026 10:45:55 PM Signed: 1/8/2026 10:48:37 PM

Signer Events	Signature	Timestamp
Matthew Hamilton matthew.hamilton@cityofdenton.com Interim Finance Director City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: AFA2974F165F44F... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/8/2026 10:48:39 PM Viewed: 1/9/2026 2:48:24 PM Signed: 1/9/2026 3:23:23 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 1/9/2026 3:23:26 PM Viewed: 2/4/2026 9:52:55 AM Signed: 2/4/2026 9:53:19 AM
Sara Hensley sara.hensley@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:401a::3 Signed using mobile	Sent: 2/4/2026 9:53:20 AM Viewed: 2/4/2026 9:53:48 AM Signed: 2/4/2026 9:55:21 AM
Ingrid Rex ingrid.rex@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: F116805422D0464... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/4/2026 9:55:23 AM Viewed: 2/4/2026 6:07:02 PM Signed: 2/4/2026 6:07:30 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/30/2025 10:46:43 AM

Carbon Copy Events	Status	Timestamp
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/30/2025 2:02:33 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: 1/9/2026 3:23:25 PM Viewed: 1/9/2026 4:17:12 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/4/2026 6:07:32 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/30/2025 10:45:51 AM
Certified Delivered	Security Checked	2/4/2026 6:07:02 PM
Signing Complete	Security Checked	2/4/2026 6:07:30 PM
Completed	Security Checked	2/4/2026 6:07:32 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Consequences of changing your mind

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A SECOND AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS, AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON JULY 28, 2020, IN THE NOT-TO-EXCEED AMOUNT OF $1,450,000.00; SAID SECOND AMENDMENT TO PROVIDE ADDITIONAL SPENDING AUTHORITY FOR WORKWEAR FOR THE PROCUREMENT DEPARTMENT; AMENDED BY AMENDMENT 1 APPROVED BY CITY COUNCIL; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7315 – PROVIDING FOR AN ADDITIONAL SECOND AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $362,500.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,812,500.00).

WHEREAS, on July 28, 2020, City Council awarded a contract to Mustang Apparel, Inc. dba Incentive Brands, in the amount of $1,450,000.00, for workwear for various departments for the Warehouse; and

WHEREAS, on February 3, 2026, City Council awarded a First Amendment to Mustang Apparel, Inc. dba Incentive Brands, to extend the term of the contract for one (1) year; and

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

WHEREAS, the additional fees under the proposed Second Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Second Amendment, increasing the amount of the contract between the City and Mustang Apparel, Inc. dba Incentive Brands, which is on file in the office of the Purchasing Agent, in the amount of Three Hundred Sixty-Two Thousand Five Hundred and 0/100 ($362,500.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $1,812,500.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

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

	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: C51ECA1A-E783-8920-81C7-B7A876944DBF

Docusign City Council Transmittal Coversheet

RFP	7315
File Name	Workwear - Amendment 2
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: C51ECA1A-E783-8920-81C7-B7A876944DBF

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

SECOND AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS 7315

THIS SECOND AMENDMENT TO CONTRACT 7315 (this "Amendment") by and between the City of Denton, Texas ("City") and MUSTANG APPAREL, INC. DBA INCENTIVE BRANDS ("Contractor") to that certain contract executed on July 28, 2020, in the original not-to-exceed amount of $1,450,000 (the "Original Agreement"); amended on February 3, 2026 in the additional contract term of one-year (the "First Amendment"); (collectively, the Original Agreement, the First Amendment are the "Agreement") for services related to workwear.

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 $362,500 with this Amendment for an aggregate not-to-exceed amount of $1,812,500; 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 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 $362,500 for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of $1,812,500.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

Docusign Envelope ID: C51ECA1A-E783-8920-81C7-B7A876944DBF

"CONTRACTOR"
Mustang Apparel, Inc dba Incentive Brands

Signed by:
By: Drew Giddens
D34E82A6691T4DD...
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

ATTEST:

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

Signed by:
M. Hamilton
AFA2974EN5A4F...
SIGNATURE

Matt Hamilton
PRINTED NAME

Chief Financial Officer
TITLE

Finance
DEPARTMENT

Certificate Of Completion

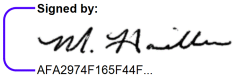
Envelope Id: C51ECA1A-E783-8920-81C7-B7A876944DBF
Status: Sent
Subject: Please DocuSign: City Council Contract 7315 Workwear - Amendment 2
Source Envelope:
Document Pages: 3
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
6/29/2026 10:10:24 AM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.104	Sent: 6/29/2026 10:16:43 AM Viewed: 6/29/2026 10:16:51 AM Signed: 6/29/2026 10:17:14 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/29/2026 10:17:15 AM Viewed: 6/29/2026 10:34:26 AM Signed: 6/29/2026 10:34:37 AM
Leah Bush leah.bush@cityofdenton.com Assistant City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/29/2026 10:34:39 AM Viewed: 7/6/2026 11:48:22 AM Signed: 7/8/2026 8:33:32 AM
Drew Giddens drew@incentivebrands.com President DBA Mustang Apparel Inc, a S corporation. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/8/2026 8:35:34 AM ID: 295d18c2-70d1-4b55-970e-119298b961dd	Signed by: Drew Giddens D34E823669184DD... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:eecc:6c10:8cf4:af6e:5aa9:79c8	Sent: 7/8/2026 8:33:34 AM Viewed: 7/8/2026 8:35:34 AM Signed: 7/8/2026 8:39:27 AM

Signer Events	Signature	Timestamp
Matt Hamilton matthew.hamilton@cityofdenton.com Chief Financial Officer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  AFA2974F165F44F... Signature Adoption: Uploaded Signature Image Using IP Address: 198.49.140.104	Sent: 7/8/2026 8:39:29 AM Viewed: 7/8/2026 9:29:48 AM Signed: 7/8/2026 9:30:02 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/8/2026 9:30:04 AM
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: 7/1/2026 4:30:58 PM ID: eac1c89a-2412-4c7a-b2a2-55eb3f92b794		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/29/2026 10:17:15 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/8/2026 9:30:03 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lori Hewell lori.hewell@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2026 10:16:43 AM

Payment Events	Status	Timestamps

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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.

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City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: August 4, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for SCADA Maintenance and Services for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 9011 – awarded to McKim & Creed, Inc. and Prime Controls, L.P., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $400,000.00). The Public Utilities Board recommends approval (4 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The Lake Lewisville (LLWTP) and Ray Roberts Water Treatment Plant (RRWTP), as well as the Pecan Creek Water Reclamation Facility (PCWRF), are all managed with a Supervisory Control and Data Acquisition (SCADA) system consisting of computers, software, programmable logic controllers (PLC's) and remote telemetry units (RTU's). The SCADA system controls, collects, and displays data (I.E., pressure, turbidity, pH, temperature, etc.) from numerous devices throughout the treatment plants, booster pump stations, elevated storage tanks, and lift stations for process control, trending, and reporting requirements for the Texas Commission of Environmental Quality (TCEQ) as well as internal needs. Having a properly functioning SCADA system is critical to the protection of the drinking water treatment process as well as the treatment of the reuse water. To ensure that the SCADA system is properly functioning at all times, we are requesting a contract for SCADA Maintenance and Service from a third-party contractor to supplement our internal City of Denton staff when situations call for additional support. Historically, the average annual spend for these services is $48,535. The below spend will allow for increases each year due to aging infrastructure, expansion projects, and standardization of SCADA technologies across treatment facilities and anticipated integration support as new facilities are commissioned.

Project Description	Estimated 5-Year Expenditure
SCADA Maintenance Support Year 1	$50,000
SCADA Maintenance Support Year 2	60,000
SCADA Maintenance Support Year 3	70,000

SCADA Maintenance Support Year 4	80,000
SCADA Maintenance Support Year 5	90,000
Contingency	50,000
Total	**$400,000**

Request for Proposals was sent to 1,011 prospective suppliers, including 22 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. Four (4) proposals were received, references were checked, and proposals were evaluated based upon published criteria, including staffing, compliance with specifications, probable performance, and price. Best and Final Offers (BAFO) were requested from both firms. Staff recommends awarding to a primary and secondary vendor as follows: McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for a combined not-to-exceed amount of $400,000.

NIGP Code Used for Solicitation:	220, 890, and 920
Notifications sent for Solicitation sent in IonWave:	1,011
Number of Suppliers that viewed Solicitation in IonWave:	38
HUB-Historically Underutilized Business Invitations sent out:	25
SBE-Small Business Enterprise Invitations sent out:	358
Responses from Solicitation:	4

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 27, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a contract with McKim & Creed, Inc. as the primary vendor, and Prime Controls, L.P., as the secondary vendor, for SCADA Maintenance and Services for the Water Utilities Department, in a three (3) year, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of $400,000.

PRINCIPAL PLACE OF BUSINESS

McKim & Creed, Inc.
Dallas, TX

Prime Controls, L.P.
Lewisville, TX

ESTIMATED SCHEDULE OF PROJECT

This is an initial three (3) year contract with options to extend the contract for two (2) additional one (1) year periods, with all terms and conditions remaining the same.

FISCAL INFORMATION

These services will be funded from Water Production and Water Reclamation outside contracted services account numbers 630100.7879 & 640100.7879. Requisitions will be entered on an as-needed basis. The estimated annual expenditure for a fiscal year is $80,000 and is included in the adopted budget. The City will only pay for items purchased and is not obligated to pay the full contract amount unless needed.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Pricing Evaluation
Exhibit 3: Ordinance and Contracts

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

For information concerning this acquisition, contact: John Dillard, 940-349-7628.

Legal point of contact: Leah Bush at 940-349-8333.

Exhibit 2
RFP 9011 - Pricing Evaluation for SCADA Maintenance and Services

				Primary		Secondary					
			Respondent's Business Name:	**McKim & Creed, Inc.**		**Prime Controls, L.P.**		SOAP Engineering LLC		Control Panels USA Inc.	
			Principal Place of Business (City and State):	**Dallas, TX**		**Lewisville, TX**		Houston, TX		Austin, TX	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Hourly Rate: Non-Emergency - 7:00am - 5:00 pm Mon - Fri	1,500	HR	**$175.00**	**$262,500.00**	**$185.00**	**$277,500.00**	$115.00	$172,500.00	$176.00	$264,000.00
2	Hourly Rate: Non-Emergency - Stay on job after 5:00pm	1,000	HR	**$175.00**	**$175,000.00**	**$220.00**	**$220,000.00**	$145.00	$145,000.00	$246.00	$246,000.00
3	Hourly Rate: Emergency Repairs	1,500	HR	**$220.00**	**$330,000.00**	**$250.00**	**$375,000.00**	$145.00	$217,500.00	$325.00	$487,500.00
4	Parts: Percent Mark-up		Percent	**15.0%**		**25.0%**		5.0%		12.0%	
			Total:	**$767,500.00**		**$872,500.00**		$535,000.00		$997,500.00	

Evaluation

Item #	**Scoring Criteria**	**McKim & Creed, Inc.**	**Prime Controls, L.P.**	SOAP Engineering LLC	Control Panels USA Inc.
1	Organization and Staffing - 25%	**21.00**	**23.00**	17.00	18.00
2	Compliance with Specifications - 20%	**19.20**	**18.40**	16.80	16.00
3	Probable Performance - 30%	**27.60**	**27.60**	21.60	18.00
4	Price, Total Cost of Ownership - 25%	**17.43**	**15.33**	25.00	13.41
	Total Score:	**85.23**	**84.33**	80.40	65.41

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCKIM & CREED, INC. AS THE PRIMARY VENDOR, AND PRIME CONTROLS, L.P., AS THE SECONDARY VENDOR, FOR SCADA MAINTENANCE AND SERVICES FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 9011 – AWARDED TO MCKIM & CREED, INC. AND PRIME CONTROLS, L.P., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $400,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for SCADA Maintenance and Services for the Water Utilities Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

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

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	VENDOR	AWARD
9011	McKim & Creed, Inc.	Primary
9011	Prime Controls, L.P.	Secondary

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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

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

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Docusign City Council Transmittal Coversheet

RFP	9011
File Name	SCADA Maintenance & Services
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND MCKIM & CREED, INC.
(Contract #9011)

THIS CONTRACT is made and entered into this date _____, by and between McKim & Creed, Inc. a North Carolina Corporation, whose address _17950 Preston Road Suite 300 Dallas, TX 75252, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City's 9011 SCADA Maintenance and Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 9011(the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Proposal ("Contractor's Offer") **(Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G")**

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

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written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

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

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

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

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

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BY:
CONTRACTOR
McKim & Creed, Inc.

Signed by:
Kevin Patel
EBEA0F8226084C...
Authorized Signature

Printed Name: Kevin Patel

Title: Vice President / Technical Director

Email Adress: KPatel@mckimcreed.com

2026-1474886
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
Leah Bush
3A6254145BDA469...

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

Signed by:
Stephen D. Gay
1E3A6A97264A9...
SIGNATURE

General Manager
TITLE

Water Utilities and Street Operations
DEPARTMENT

Contract 9011

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

McKim & Creed, Inc. is awarded as the primary contractor, and pricing shall be per Exhibit F attached. The cumulative contract for primary and secondary contractors for contract 9011 shall not exceed $400,000.

The contractor is required to meet performance specifications as follows:

Non-Emergency - services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an as needed basis, and performed at the Electrical Managers, or his/her designee's direction: Cost per hour, Monday through Friday, 7:00 a.m. – 5:00 p.m.

- The primary contractor is expected to respond to the initial contact* from the City within two (2) hours during normal business hours. Normal business hours are 7am-5pm, Monday – Friday. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call the secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency After Hours - general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an Non-emergency after hours basis and performed at the Electrical Manager or his/her designee's direction: Cost per hour, non-scheduled after hours, weekends, holidays.

- The primary contractor is expected to respond to the initial contact* for non-emergency requests from the City within two (2) hours after normal business hours. After normal business hours are from between 5pm – 6am , Monday – Friday and on weekends. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency – Given that Water Utilities are an on-going 24/7/365 basis, emergency response services are required at all times. When the situation arises to need additional support in lieu of City of Denton staff, the contracted services will need to supplement support by having a 24/7 on-call staff available. All emergency services will be performed and approved by the Electrical Manager, or his/her designee.

a. Emergency on-call support issues will first be addressed and diagnosed by City of Denton staff. If at this time it is needed to call upon contracted services for help, the Electrical Manager will touch base with the contracted on-call supervisor in order to get technicians properly dispatched.

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• The primary contractor is expected to verbally respond to emergency requests within thirty (30) minutes of initial contact* and have technicians in route within one (1) hour. If no response from the primary contractor is received within thirty (30) minutes or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within thirty (30) minutes and have technicians en route within one (1) hour.

• Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time; this cost is to be included in the cost of service in the price per man-hour.

*Initial Contact: The first phone call placed or email sent from the City to the contractor.

2. The Quantities

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

3. Contract Terms

The contract term will be three (3) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

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

4. Price Escalation and De-escalation

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

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

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

6. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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

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

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs, or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

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

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

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

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applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or

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

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

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

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

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

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

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

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

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

18. **SUBCONTRACTORS**:
A. If the Contractor-identified subcontractors ("Subcontractor") in a DBE/MBE/WBE agreed-to plan (the "Plan"), the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.
B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract Documents, and shall contain provisions that:

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i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. REQUIRE THAT THE SUBCONTRACTOR INDEMNIFY AND HOLD THE CITY HARMLESS TO THE SAME EXTENT AS THE CONTRACTOR IS REQUIRED TO INDEMNIFY THE CITY.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:
A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

20. **WARRANTY – TITLE**: **THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND INDEFEASIBLE TITLE TO ALL DELIVERABLES FURNISHED UNDER THE CONTRACT, AND THAT THE DELIVERABLES ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL ADVERSE TITLE CLAIMS TO THE DELIVERABLES.**

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules,

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and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor

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to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

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

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

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

26. **DEFAULT**:

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

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

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such

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ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract

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in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of

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Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE**

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DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

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

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for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances

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and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

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

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

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

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

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50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

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

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

53. **DISPUTE RESOLUTION**:

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

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract

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interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose

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continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency

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

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

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

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

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

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

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

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

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

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

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

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

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit

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and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **PROCUREMENT LAWS**: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY**: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at :https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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EXHIBIT E

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents,

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Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of

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$1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE</u>

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

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

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

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

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $500,000.00 per occurrence.

NOTE:

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

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name

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CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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Bid Lines

EXHIBIT F

1 Hourly Rate: Non-Emergency - 7:00am - 5:00 pm Mon - Fri

Quantity: 1500 UOM: HR Price: $175.00 Total: $262,500.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for non-emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

2 Hourly Rate: Non-Emergency - Stay on job after 5:00pm

Quantity: 1000 UOM: HR Price: $175.00 Total: $175,000.00

Item Notes: Please provide rate per hour. We estimate 1000 hours annually for non-emergency after hours calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

3 Hourly Rate: Emergency Repairs

Quantity: 1500 UOM: HR Price: $220.00 Total: $330,000.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

4 Parts: Percent Mark-up

(Line excluded from response total)

Quantity: 1 UOM: Percent Total: 15%

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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.**

McKim & Creed, 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.**

Kevin Patel

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: Kevin Patel BBEA0F8226984E3...

Signature of vendor doing business with the governmental entity

6/12/2026

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: B4C11E37-736F-84DA-820E-4559C10BCF82
Status: Sent
Subject: Please DocuSign: City Council Contract 9011 SCADA Maintenance and Services McKim & Creed
Source Envelope:
Document Pages: 36
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/10/2026 10:37:02 AM
Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:44:00 AM Viewed: 6/10/2026 10:44:08 AM Signed: 6/10/2026 10:45:22 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:45:24 AM Viewed: 6/10/2026 1:35:32 PM Signed: 6/10/2026 1:36:12 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: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/10/2026 1:36:14 PM Viewed: 6/11/2026 11:55:49 AM Signed: 6/12/2026 4:03:06 PM
Kevin Patel KPatel@mckimcreed.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2026 4:15:05 PM ID: 8f0fef8f-bcd3-4f35-94e5-f2c481d02170	Signed by: Kevin Patel BBEA0F8226984E3... Signature Adoption: Pre-selected Style Using IP Address: 47.162.5.248	Sent: 6/12/2026 4:03:08 PM Viewed: 6/12/2026 4:15:05 PM Signed: 6/12/2026 4:18:47 PM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2026 4:47:02 PM ID: e2d07af8-dc47-486f-9d15-385105957b9e	Signed by: Stephen D. Gay FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/12/2026 4:18:49 PM Viewed: 6/12/2026 4:47:02 PM Signed: 6/12/2026 4:49:06 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 6/12/2026 4:49:09 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristy Fogle kristy.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/10/2026 10:45:24 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/12/2026 4:49:09 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
John Dillard john.dillard@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/9/2026 3:39:31 PM ID: 85b8cda0-dd5f-4cd2-8c5a-dea9c0f8142a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2026 10:44:00 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.

Docusign Envelope ID: 46560872-DFBD-817B-8018-C668C51336E4

Docusign City Council Transmittal Coversheet

RFP	9011
File Name	SCADA Maintenance & Services
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 46560872-DFBD-817B-8018-C668C51336E4

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND PRIME CONTROLS, L.P.
(Contract #9011)

THIS CONTRACT is made and entered into this date _____, by and between Prime Controls L.P. a Texas Limited Partnership, whose address _1725 Lake Pointe Drive Lewisville, TX 75057, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City's 9011 SCADA Maintenance and Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's RFP 9011(the "Solicitation") **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Contractor's Proposal ("Contractor's Offer") **(Exhibit "F")**;
(g) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "G")**

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies
Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains

Docusign Envelope ID: 46560872-DFBD-817B-8018-C668C51336E4

written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

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

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

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

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

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BY:
CONTRACTOR
Prime Controls L.P.

Signed by:
Jace McNiel
18A0B9B2F2D34...
Authorized Signature

Printed Name: Jace McNiel

Title: President

Email Adress: contractreview@prime-controls.com

2026-1471121
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
BY: Leah Bush
3A6254145BDA469...

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

Signed by:
Stephen D. Gay
SIGNATURE

General Manager
TITLE

Water Utilities and Street Operations.
DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount

Prime Controls L.P. is awarded as the secondary contractor, and pricing shall be per Exhibit F attached. The cumulative contract for primary and secondary contractors for contract 9011 shall not exceed $400,000.

The contractor is required to meet performance specifications as follows:

Non-Emergency - services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an as needed basis, and performed at the Electrical Managers, or his/her designee's direction: Cost per hour, Monday through Friday, 7:00 a.m. – 5:00 p.m.

- The primary contractor is expected to respond to the initial contact* from the City within two (2) hours during normal business hours. Normal business hours are 7am-5pm, Monday – Friday. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call the secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency After Hours - general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an Non-emergency after hours basis and performed at the Electrical Manager or his/her designee's direction: Cost per hour, non-scheduled after hours, weekends, holidays.

- The primary contractor is expected to respond to the initial contact* for non-emergency requests from the City within two (2) hours after normal business hours. After normal business hours are from between 5pm – 6am , Monday – Friday and on weekends. If there is no response from the primary contractor within two (2) hours, or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within two (2) hours.

Emergency – Given that Water Utilities are an on-going 24/7/365 basis, emergency response services are required at all times. When the situation arises to need additional support in lieu of City of Denton staff, the contracted services will need to supplement support by having a 24/7 on-call staff available. All emergency services will be performed and approved by the Electrical Manager, or his/her designee.

a. Emergency on-call support issues will first be addressed and diagnosed by City of Denton staff. If at this time it is needed to call upon contracted services for help, the Electrical Manager will touch base with the contracted on-call supervisor in order to get technicians properly dispatched.

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• The primary contractor is expected to verbally respond to emergency requests within thirty (30) minutes of initial contact* and have technicians in route within one (1) hour. If no response from the primary contractor is received within thirty (30) minutes or they cannot provide the services requested, the City reserves the right to call a secondary contractor. The secondary contractor must also respond to initial contact within thirty (30) minutes and have technicians en route within one (1) hour.

• Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time; this cost is to be included in the cost of service in the price per man-hour.

*Initial Contact: The first phone call placed or email sent from the City to the contractor.

2. The Quantities

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

3. Contract Terms

The contract term will be three (3) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

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

4. Price Escalation and De-escalation

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

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

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

6. Cooperative Purchasing

It is the intent of the City that any contract resulting from this solicitation be made available for use by other governmental entities, to the maximum extent permitted under applicable federal, state, and local laws, including, but not limited to, the *Texas Government Code Chapter 791*. The Contractor agrees to make the same pricing, terms, and conditions available to any eligible public agency, political subdivision, or governmental entity that elects to purchase under this Contract, provided that such entity issues its own purchase order or agreement referencing the City's contract. Each such participating entity shall be responsible solely for its own obligations, including issuance of purchase orders, receipt of goods or services, and payment of invoices. The City shall not be responsible for the performance or payment of any obligations incurred by such participating entities.

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Contractor . No Terms and Conditions contained in the seller's proposal response, invoice, or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, and 21 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, and 22 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation or Exhibit A, this Contract shall be effective as of the date this Contract is signed by the City and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Solicitation or Contractor's Offer, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address, purchase order or purchase release number, and the price agreement number, if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Solicitation or Contractor's Offer. Unless otherwise stated in the Contractor's Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract to perform but not afterward. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

9. **PLACE AND CONDITION OF WORK**: This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The Contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE** This paragraph only applies to the purchase of services to be primarily performed at the City's premises or on City property/right-of-way.

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

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

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

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

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

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

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

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

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applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

F. Contractor must submit invoices no later than thirty (30) calendar days after termination or expiration of the Contract. Any invoices sent after that date will be considered noncompliant and will not be approved for payment.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable – accountspayable@cityofdenton.com. Approved invoices will be paid within thirty (30) calendar days of the invoice being received in Accounts Payable.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, including, but not limited to, those in Paragraph D , below, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches such shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;

iv. damage to the property of the City or the City's agents, employees, or contractors, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, all required attachments, and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given to any awarded firm who is in arrears to the City for delinquent taxes of any kind or otherwise indebted to the City that the City shall be entitled to counterclaim and/or offset against any such debt, claim, demand, or account owed to the City through payment withholding until the debt is paid in full, and no assignment of such debt, claim, demand, or

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

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

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

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

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

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

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17. **RIGHT TO AUDIT**:

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

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

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

18. **SUBCONTRACTORS**:

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

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

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i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:
A. The Contractor warrants the prices quoted in the Contractor's Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
B. The Contractor certifies that the prices in the Contractor's Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
C. In the event Contractor breaches this warranty, in addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase, or in the alternative, the City may cancel this Contract without liability to Contractor for breach.

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

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship, or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Contract Documents, to any samples furnished by the Contractor, to the terms, covenants, and conditions of the Contract, and to all applicable State, federal, or local laws, rules,

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and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. In addition, Contractor warrants that the goods sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract or required by the Solicitation, the warranty period shall be at least one (1) year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

F. Contractor shall not limit, exclude, or disclaim any implied warranties, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, State, and local laws, rules or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect, or alternatively, at the City's option, render this Contract voidable.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one (1) year from the date of acceptance of the work. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor

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to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

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

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

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

26. **DEFAULT**:

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

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

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such

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ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and/or any offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause and/or for convenience any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, provided such payment amount is not disputed by City. The City reserves all rights, causes of action, and remedies available under law or in equity with respect to any dispute under this Contract and a termination under this provision does not waive such rights, causes of action, and remedies.

29. **FRAUD**: Fraudulent statements by the Contractor in any offer, Contract Document, or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 53. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**: Contractor agrees and acknowledges that completing the services and/or delivering the goods described in this Contract

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in a timely manner is very important to the City. Contractor agrees to perform all obligations within the timeframes required. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Contractor to provide the goods or perform the service, should Contractor fail to timely perform its obligations, Contractor agrees to pay to City, or have withheld and offset from monies due it, the amount stated in the Contract Documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of the Contract shall constitute agreement by the City and Contractor that said amount is the minimum value of the costs and actual damage caused by the Contractor's failure to timely perform. Adjustments to the contract times can only be made as provided in the Contract Documents and any conditions or specifications referenced therein.

32. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments, and liability of every character, type, or description, including all reasonable costs and expenses of litigation, mediation, or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and Subcontractors; the officers, agents, and employees of such Subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's Subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

33. **LIMITATION OF LIABILITY**: This Contract does not, and shall not be interpreted to, contain an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

34. **INSURANCE**: The Contractor shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton outlined in the Insurance Exhibit attached hereto, if applicable. The insurance shall be written by a company licensed to do business in the State of

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Texas and satisfactory to the City of Denton. The City of Denton reserves the right to add insurance during the contract term.
B. Specific Coverage Requirements: Specific insurance requirements are contained in the Solicitation and the Insurance Exhibit.

35. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

36. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

37. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. **INDEMNIFICATION AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. Moreover, Contractor does not know of any valid basis for any such claims. **THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM: (I) ANY CLAIM THAT THE CITY'S EXERCISE ANYWHERE IN THE WORLD OF THE RIGHTS ASSOCIATED WITH THE CITY'S' OWNERSHIP, AND IF APPLICABLE, LICENSE RIGHTS, AND ITS USE OF THE**

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DELIVERABLES INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) THE CONTRACTOR'S BREACH OF ANY OF CONTRACTOR'S REPRESENTATIONS OR WARRANTIES STATED IN THIS CONTRACT. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF. FURTHER, CONTRACTOR AGREES THAT THE CITY'S SPECIFICATIONS REGARDING THE DELIVERABLES SHALL IN NO WAY DIMINISH CONTRACTOR'S WARRANTIES OR OBLIGATIONS UNDER THIS PARAGRAPH AND THE CITY MAKES NO WARRANTY THAT THE PRODUCTION, DEVELOPMENT, OR DELIVERY OF SUCH DELIVERABLES WILL NOT IMPACT SUCH WARRANTIES OF CONTRACTOR. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

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

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for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 41 A., B., and C. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 40 above.

41. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

42. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, State, or local government.

43. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

44. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

45. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: The Contractor agrees to comply with the conflict of interest provisions of the City of Denton Code of Ordinances

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and/or State law. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance codified at Chapter 2, Article XI and in the City Charter Section 14.04, as amended. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire. The Contractor agrees to maintain current, updated disclosure of information on file with the Procurement Department throughout the term of this Contract.

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

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

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

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

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50. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

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

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

53. **DISPUTE RESOLUTION**:

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

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract

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interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

C. The parties shall not be required to submit to binding arbitration.

54. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

55. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

56. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

57. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose

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continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for fifteen (15) years.

58. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

59. **EQUAL OPPORTUNITY** Contractor agrees that during the performance of its contract it will:
A. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
B. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

60. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency

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

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

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

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

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

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

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

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

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

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

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

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

72. **RECORDS RETENTION:** The Contractor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Contractor shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit

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and litigation matters are resolved, whichever period is longer. The Contractor shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract. In the event the value of this Contract is One Million ($1,000,000) Dollars or greater: (i) all contracting information related to this contract will be preserved for the duration of the Contact; (ii) the Contractor shall provide any contracting information in its possession promptly upon request by the City; and (iii) at the expiration of this Contract, the Contractor will either provide all contracting information in its possession to the City or preserve same as required by the record retention requirements of the State of Texas.

73. **PROCUREMENT LAWS**: The City will not agree to any terms or conditions that cause the City to violate any federal, State, or local procurement laws, including its own Charter or Procurement Policy and any such laws included in boilerplate terms, online terms or other terms provided by the Contractor are considered null and void.

74. **AUTHORITY**: Contractor represents and warrants to the other that (a) it has company authority to execute and perform this Contract; (b) executing this Contract does not constitute a material conflict with, breach, or default under any applicable law, its respective organizational documents, or any documents, agreements, contracts or instruments which are binding upon it; and (c) this Contract creates valid, legal, and binding obligation enforceable against it, subject to applicable insolvency and bankruptcy laws. Contractor recognizes and agrees that a violation of this provision constitutes a material breach under this Contract.

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Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at :https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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EXHIBIT E

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents,

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Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of

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$1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

B. <u>WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE</u>

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

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

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

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

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $500,000.00 per occurrence.

NOTE:

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

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name

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CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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1 Hourly Rate: Non-Emergency - 7:00am - 5:00 pm Mon - Fri

Quantity: 1500 UOM: HR Price: $185.00 Total: $277,500.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for non-emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

2 Hourly Rate: Non-Emergency - Stay on job after 5:00pm

Quantity: 1000 UOM: HR Price: $220.00 Total: $220,000.00

Item Notes: Please provide rate per hour. We estimate 1000 hours annually for non-emergency after hours calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

3 Hourly Rate: Emergency Repairs

Quantity: 1500 UOM: HR Price: $250.00 Total: $375,000.00

Item Notes: Please provide rate per hour. We estimate 1500 hours annually for emergency calls

Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour

4 Parts: Percent Mark-up

(Line excluded from response total)

Quantity: 1 UOM: Percent Total: 25%

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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.**

Prime Controls, L.P.

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

[ ] Yes [X] No

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

[ ] Yes [X] No

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

[ ] Yes [X] No

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

4 [X] **I have no Conflict of Interest to disclose.**

5 Signed by: Jace McMel 7B1CB951E12743E...

Signature of vendor doing business with the governmental entity

6/19/2026

Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 46560872-DFBD-817B-8018-C668C51336E4
Status: Sent
Subject: Please DocuSign: City Council Contract 9011 SCADA Maintenance & Services- Prime Controls
Source Envelope:
Document Pages: 37
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
6/10/2026 10:45:37 AM
Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**Completed** Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:50:27 AM Viewed: 6/10/2026 10:52:52 AM Signed: 6/10/2026 10:53:15 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Initial LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 6/10/2026 10:53:17 AM Viewed: 6/10/2026 1:34:49 PM Signed: 6/10/2026 1:35:20 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: Leah Bush 3A6254145BDA469... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/10/2026 1:35:23 PM Viewed: 6/12/2026 5:00:38 PM Signed: 6/16/2026 3:41:42 PM
Jace McNiel contractreview@prime-controls.com President Prime Controls, LP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/17/2026 1:16:34 PM ID: c3e22a07-af06-4c11-b59c-f16a3a09147b	Signed by: Jace McNiel 7B1CB951E12743E... Signature Adoption: Pre-selected Style Using IP Address: 47.189.149.193	Sent: 6/16/2026 5:57:36 PM Viewed: 6/17/2026 1:16:34 PM Signed: 6/19/2026 10:47:07 AM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/6/2026 1:50:22 PM ID: 4c6d7e57-3387-4ed7-9503-622f0ae7e88b	Signed by: FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 6/19/2026 10:47:09 AM Resent: 6/22/2026 4:36:45 PM Resent: 7/6/2026 11:04:53 AM Viewed: 7/6/2026 1:50:22 PM Signed: 7/6/2026 2:09:28 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/6/2026 2:09:32 PM
Cassey Ogden Cassey.Ogden@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kristy Fogle kristy.fogle@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/10/2026 10:53:17 AM
Lain Cloy l.cloy@prime-controls.com Account Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 6/16/2026 5:57:38 PM Viewed: 6/17/2026 8:18:54 AM

Carbon Copy Events	Status	Timestamp
Accepted: 6/9/2020 10:22:20 AM ID: 9d5b81af-70fa-4c0a-bc1e-73c51fabf477		
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: 7/6/2026 2:09:32 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
John Dillard john.dillard@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/6/2026 1:01:15 PM ID: 39a3a661-dd75-4995-bd21-67ce79bb00c7		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2026 10:50:27 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: August 4, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds by the City Manager for the emergency purchase of the turbo repair and overhaul for the Denton Energy Center; and providing an effective date (File 9094 – awarded to Accelleron US Inc., in the not-to-exceed amount of $354,615.84). The Public Utilities Board recommends approval (4 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

In July of 2024, Denton Energy Center's (DEC) Genset E4 experienced high crankcase pressure from the turbos derating the unit and preventing full megawatt output. In August 2024, a complete inspection was conducted on the engine by plant personnel and found that failure on the A-bank turbo on E4 was caused by foreign object debris (FOD) from cylinder head exhaust valve failures during operation and failure at the labyrinth seal on B-bank, causing high pressure on the engine. DEC maintenance staff began repairs in an attempt to restore the unit back to normal operation utilizing available on-hand turbo components but discovered the damage to be excessive and beyond onsite capabilities, resulting in immediate need for outside assistance and complete turbo replacement. At the time of failure, no turbos were in DEC possession, and two (2) turbos were out for inspections and estimates to be overhauled by an approved engine or turbo (OEM) Original Equipment Manufacturer, resulting in the immediate need for turbos belonging to the DEC to be overhauled and return the engine to normal operation as quickly as possible. Based on the damage found on one (1) of the two (2) turbos, only Accelleron was capable of overhauling both turbos and provided the lowest cost. Turbocharger repairs were completed by Accelleron and delivered to the DEC, where plant personnel completed the replacement of turbos, returning Genset E4 to full output.

Wartsila, the OEM of the engine, was notified at the time of failure and informed us that although they were able to perform the services, the cost for repair would be higher than the purchase of a new unit and did not provide an estimate for repair. The new unit cost was priced at $261,411.27 without a guaranteed delivery time frame.

Accelleron is the OEM for the turbocharger as well as the only authorized sales and service representative of DEC turbos. Accelleron was able to provide the needed services for turbocharger overhaul and delivery

to the DEC. The complete turbo overhaul cost for the B-bank turbo was $246,514.92, and the turbo for A-bank overhaul cost $108,100.92. Turbo charger overhaul service in total is $354,615.84.

Wartsila and Accelleron were the only vendors contacted, as Wartsila is the OEM for the engine and Accelleron is the OEM of the turbocharger and the only authorized sales vendor available for these components.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 27, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Approve the emergency purchase of the turbo repair and overhaul for the Denton Energy Center, in the not-to-exceed amount of $354,615.84.

PRINCIPAL PLACE OF BUSINESS

Accelleron US Inc.
Miramar, FL

ESTIMATED SCHEDULE OF PROJECT

This project was completed on October 30, 2024.

FISCAL INFORMATION

These services will be funded from the DEC Turbo Maintenance account 605811497. Requisition #176021 has been entered into the Purchasing software system in the amount of $354,615.84.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Arthur Pando, 940-349-8653.

Legal point of contact: Leah Bush at 940-349-8333.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, RATIFYING THE EXPENDITURE OF FUNDS BY THE CITY MANAGER FOR THE EMERGENCY PURCHASE OF THE TURBO REPAIR AND OVERHAUL FOR THE DENTON ENERGY CENTER; AND PROVIDING AN EFFECTIVE DATE (FILE 9094 – AWARDED TO ACCELLERON US INC., IN THE NOT-TO-EXCEED AMOUNT OF $354,615.84).

WHEREAS, state law and city policy requires that certain contracts requiring an expenditure or payment by the city in an amount exceeding $50,000 be by competitive bids, except in the case of public calamity where it becomes necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or in case of unforeseen damage to public property, machinery, or equipment, or where the procurement is necessary to preserve or protect the public health or safety of the city's residents under Section 252 of the Local Government Code; and

WHEREAS, the City Manager has recommended to the City Council that it is necessary to ratify the purchase of goods or services due to the following emergency conditions outlined in the memorandum referenced herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council hereby determines that there is a public calamity that makes it necessary to act at once to appropriate money to relieve the necessity of the citizens of the city, or to provide for unforeseen damage to public property, machinery, or equipment, or to preserve or protect the public health or safety of the city's residents, and by reason thereof, the following emergency purchases of materials, equipment, supplies, or services, as described in the "Declaration of Emergency Memorandum" referenced herein and on file in the office of the Purchasing Agent, are hereby approved:

FILE NUMBER	VENDOR	AMOUNT
9094	Accelleron US Inc	$354,615.84

SECTION 2. Because of such emergency, the City Manager, or a designated employee, is hereby authorized to purchase the materials, equipment, supplies, or services as described in the Memorandum on file in the office of the Purchasing Agent, and to make payment therefore in the amounts therein stated. Such emergency purchases, being in accordance with the provisions of state law, exempt such purchases by the city from the requirements of competitive bids.

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

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

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: August 4, 2026

SUBJECT

Consider the adoption of an ordinance of the City of Denton granting Denton Parks Foundation a noise exception for the Dog Days of Denton event on Saturday, September 12, 2026, from 9:00 a.m. to 2:00 p.m. at Quakertown Park and the Civic Center Pool; and providing an effective date.

BACKGROUND

This annual dog-friendly event invites attendees to purchase tickets for exclusive access to the Civic Center Pool with their pups, along with a lively festival featuring games and activities for both dogs and their humans. Proceeds from the event support the City of Denton's Lily Cantu Inclusive Playground project.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

N/A

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Allison Wing, Interim Parks and Recreation Director

Prepared by:
Rameir Martin, Assistant Director of Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING DENTON PARKS FOUNDATION A NOISE EXCEPTION FOR THE DOG DAYS OF DENTON EVENT ON SATURDAY, SEPTEMBER 12, 2026, FROM 9:00 A.M. TO 2:00 P.M. AT QUAKERTOWN PARK AND THE CIVIC CENTER POOL AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, The Denton Parks Foundation has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Dog Days of Denton, which will be held on Saturday, September 12, 2026, from 9:00 a.m. to 2:00 p.m., at Quakertown Park and the Civic Center Pool in Denton, Texas; and

WHEREAS, The Denton Parks Foundation will host a fundraiser event to support City of Denton Parks and Recreation Department programs and projects; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest. NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, the Denton Parks Foundation is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the Dog Days of Denton event in Denton, Texas, on Saturday, September 12, 2026, from 9:00 a.m. to 2:00 p.m.

2. The Denton Parks Foundation agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3. The Denton Parks Foundation agrees to cease using amplified loudspeakers on Saturday, September 12, 2026, at 2:00 p.m.

4. Under no circumstances shall the Denton Parks Foundation employ the use of amplified loudspeakers past 2:00 p.m. on Saturday, September 12, 2026.

5. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

6. Under no circumstances shall the Denton Parks Foundation employ the use of amplified loudspeakers that exceed 75 dba for an outdoor event when measured from the perimeter of

the source as measured by an approved measuring instrument.

7. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

8. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17- 20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in correction with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Dog Days of Denton event on Saturday, September 12, 2026, at 2:00 p.m.

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 E. 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 St.
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: August 4, 2026

SUBJECT

Consider the adoption of an ordinance of the City of Denton granting Denton High School Bronco Band a noise exception for the DHS Bronco Band Summer March-a-thon event on Saturday, September 19, 2026, from 11:00 a.m. to 1:00 p.m. at the Downtown Courthouse Lawn; and providing an effective date.

BACKGROUND

The Denton High School Marching Band established this event as a fundraising initiative to support the program and to address essential student needs. The event features live musical performances designed to engage attendees and encourage ongoing community support for the band.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

N/A

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Allison Wing, Interim Parks and Recreation Director

Prepared by:
Rameir Martin, Assistant Director of Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING DENTON HIGH SCHOOL BRONCO BAND A NOISE EXCEPTION FOR THE DHS BRONCO BAND SUMMER MARCH-A-THON EVENT ON SATURDAY, SEPTEMBER 19, 2026, FROM 11:00 A.M. TO 1:00 P.M. AT THE DOWNTOWN COURTHOUSE LAWN; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Denton High School Bronco Band has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the DHS Bronco Band Summer March-a-thon, which will be held on Saturday, September 19, 2026, from 11:00 a.m. to 1:00 p.m., at the Downtown Courthouse lawn in Denton, Texas; and

WHEREAS, the DHS Bronco Band Summer March-a-thon will have live marching band music played by the DHS Bronco Band for the purpose of raising funds for the Denton High School Band program; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest. NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, Denton High School Bronco Band is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the DHS Bronco Band Summer March-a-thon event in Denton, Texas, on Saturday, September 19, 2026, from 11:00 a.m. to 1:00 p.m.

2. The Denton High School Bronco Band agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3. The Denton High School Bronco Band agrees to cease using amplified loudspeakers on Saturday, September 19, 2026, at 1:00 p.m.

4. Under no circumstances shall Denton High School Bronco Band employ the use of amplified loudspeakers past 1:00 p.m. on Saturday, September 19, 2026.

5. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

6. Under no circumstances shall Denton High School Bronco Band employ the use of amplified loudspeakers that exceed 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

7. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

8. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17- 20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in correction with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the DHS Bronco Band Summer March-a-thon on Saturday, September 19, 2026, at 1:00 p.m.

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 E. 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 St.
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: August 4, 2026

SUBJECT

Consider the adoption of an ordinance of the City of Denton granting Ganesh Immersion a noise exception for the Ganesh Immersion event on Saturday, September 19, 2026, from 8:30 p.m. to 10:30 p.m. at North Lakes Park; and providing an effective date.

BACKGROUND

This event recognizes India's cultural and religious tradition celebrating the birth of Lord Ganesha. The accompanying immersion ceremony signifies devotion, gratitude, and the ceremonial conclusion of the observance.

Watershed Protection has approved this application, provided that the materials are strictly restricted to natural, unbaked clay and painted exclusively with biodegradable, water-based dyes.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

N/A

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Allison Wing, Interim Parks and Recreation Director

Prepared by:
Rameir Martin, Assistant Director of Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING GANESH IMMERSION A NOISE EXCEPTION FOR THE GANESH IMMERSION EVENT ON SATURDAY, SEPTEMBER 19, 2026, FROM 8:30 P.M. TO 10:30 P.M. AT NORTH LAKES PARK; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Ganesh Immersion has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Ganesh Immersion event, which will be held on Saturday, September 19, 2026, from 8:30 p.m. to 10:30 p.m., at North Lakes Park in Denton, Texas; and

WHEREAS, Ganesh Immersion recognizes India's cultural and religious traditions celebrating the birth of Lord Ganesha. The accompanying immersion ceremony signifies devotion, gratitude, and the ceremonial conclusion of the observance; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest. NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, Ganesh Immersion is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the Ganesh Immersion event in Denton, Texas, on Saturday, September 19, 2026, from 8:30 p.m. to 10:30 p.m.

2. Ganesh Immersion agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3. Ganesh Immersion agrees to cease using amplified loudspeakers on Saturday, September 19, 2026, at 10:30 p.m.

4. Under no circumstances shall Ganesh Immersion employ the use of amplified loudspeakers past 10:30 p.m. on Saturday, September 19, 2026.

5. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

6. Under no circumstances shall Ganesh Immersion employ the use of amplified loudspeakers that exceed 75 dba for an outdoor event when measured from the perimeter of the source as

measured by an approved measuring instrument.

7. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

8. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17- 20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in correction with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Ganesh Immersion event on Saturday, September 19, 2026, at 10:30 p.m.

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 E. 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 St.
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: August 4, 2026

SUBJECT

Consider the adoption of an ordinance of the City of Denton granting Andersons Eatery and Distillery a noise exception for the Sabor y Motor Fest event on Sunday, October 4, 2026, from 12:00 p.m. to 8:00 p.m. at Andersons Eatery and Distillery; and providing an effective date.

BACKGROUND

Sabor y Motor Fest provides a family friendly community event that supports local businesses, attracts visitors, and generates economic activity. The festival promotes cultural diversity and community pride through automotive displays, live entertainment, food vendors, and activities accessible to all ages.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

N/A

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Allison Wing, Interim Parks and Recreation Director

Prepared by:
Rameir Martin, Assistant Director of Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING ANDERSONS EATERY AND DISTILLERY A NOISE EXCEPTION FOR THE SABOR Y MOTOR FEST EVENT ON SUNDAY, OCTOBER 4, 2026, FROM 12:00 P.M. TO 8:00 P.M. AT ANDERSONS EATERY AND DISTILLERY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, The Andersons Eatery and Distillery has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Sabor y Motor Fest event, which will be held on Sunday, October 4, 2026, from 12:00 p.m. to 8:00 p.m., at Andersons Eatery and Distillery in Denton, Texas; and

WHEREAS, Sabor y Motor Fest provides a family friendly community event that supports local businesses, attracts visitors, and generates economic activity. The festival promotes cultural diversity and community pride through automotive displays, live entertainment, food vendors, and activities accessible to all ages; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, subject to the restrictions contained herein, would serve the public interest. NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. Pursuant to Section 17-20 of the Code of Ordinances, Andersons Eatery and Distillery is hereby granted an exception to said section's amplified sound prohibition subject to the following restrictions:

1. This exception to the limitations imposed by Section 17-20 of the Code of Ordinances of the City of Denton, is granted only in connection with the operation of the Sabor y Motor Fest event in Denton, Texas, on Sunday, October 4, 2026, from 12:00 p.m. to 8:00 p.m.

2. Andersons Eatery and Distillery agrees to take full responsibility for ensuring that the conditions of this exception are met and to take all reasonable measures necessary to avoid disturbing persons of ordinary sensibilities in the immediate vicinity of the event.

3. Andersons Eatery and Distillery agrees to cease using amplified loudspeakers on Sunday, October 4, 2026, at 8:00 p.m.

4. Under no circumstances shall Andersons Eatery and Distillery employ the use of amplified loudspeakers past 8:00 p.m. on Sunday, October 4, 2026.

5. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

6. Under no circumstances shall Andersons Eatery and Distillery employ the use of amplified loudspeakers that exceed 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

7. This Ordinance confers no personal or property rights, and may be amended, modified, suspended, or revoked in whole or in part at the will of the City Council of the City of Denton, without any warning, hearing, or compensation, for any reason at all, or for no reason.

8. This Ordinance shall be strictly construed as an exception granted pursuant to Section 17- 20 of the Code of Ordinances of the City of Denton. The City of Denton expressly reserves unto itself and all other persons any and all legal remedies, both civil and criminal, relating to excessive noise in correction with this annual event, and hereby disclaims any promissory, or equitable estoppel which might in any way impede the pursuit of such remedies by any person.

SECTION 2. This Ordinance shall be effective immediately upon its passage and approval and shall expire upon the completion of the Sabor y Motor Fest event on Sunday, October 4, 2026, at 8:00 p.m.

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 E. 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

CM/DCM/ACM: Christine Taylor

DATE: August 4, 2026

SUBJECT

Consider approval of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager, or their designee, to protest water rights applications filed with the Texas Commission on Environmental Quality or its successor agency; ratifying past water rights application protests; and providing an effective date.

STRATEGIC ALIGNMENT

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

BACKGROUND

State surface water is held in trust by the State of Texas for the use and benefit of the public and can only be appropriated pursuant to state law. Water rights allow the holder to appropriate a specified amount of state surface water in particular locations, for stated purposes, and within a defined area.

The City is a water rights holder in Lewisville Lake and Ray Roberts Lake pursuant to Certificates of Adjudication Nos. 08-2348 and 08-2335, which are the City's primary sources of water supply. The City relies on its water rights when making large investments in water infrastructure, planning for growth, and making commitments to its wholesale customers. Water rights applications (i.e. new or amended water use permits, interbasin transfer permits, or bed and banks permits) filed with the TCEQ may impair Denton's water rights and otherwise interfere with their use.

To protect the City's water rights and its investment in its water infrastructure the City needs to protest water rights applications. To protest the City must, among other actions, evaluate water rights permitting impacts on the City's water supply, prepare arguments and submit filings, such as hearing requests, to the TCEQ Office of the Chief Clerk and to negotiate settlements and permit conditions with applicants and the TCEQ.

Due to the regulatory timing for submitting protests, depending on when the City receives actual notice, the circumstances surrounding the application, the details of the application, and to protect and maintain the integrity of the City's water supplies, the City's long-range water supply planning, and the local environment, the Denton City Manager, or their designee, needs the ability to efficiently and expeditiously prepare and submit filings, as needed.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this ordinance, contact: Denis Qualls at 940-349-8086

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

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO PROTEST WATER RIGHTS APPLICATIONS FILED WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OR ITS SUCCESSOR AGENCY; RATIFYING PAST WATER RIGHTS APPLICATION PROTESTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, state surface water is held in trust by the State of Texas for the use and benefit of the public and can only be appropriated pursuant to state law; and

WHEREAS, water rights are granted by the Texas Commission on Environmental Quality ("TCEQ") pursuant to Chapter 11 of the Texas Water Code; and

WHEREAS, a water right allows the holder to appropriate a specified amount of state surface water in particular locations, for stated purposes, and within a defined area; and

WHEREAS, the City is a water rights holder in Lewisville Lake and Ray Roberts Lake pursuant to Certificates of Adjudication Nos. 08-2348 and 08-2335, respectively; and

WHERAS, Lewisville Lake and Ray Roberts Lake are the City's primary sources of water supply; and

WHEREAS, the health, safety, and welfare of the public in Denton and surrounding areas in Denton County depend on the City's appropriation of state water pursuant to its water rights; and

WHEREAS, the City relies on its water rights when making large investments in water infrastructure, planning for growth, and making commitments to its wholesale customers; and

WHEREAS, the City's economy depends on the availability of reliable sources of water supply; and

WHEREAS, water rights may have an impact on water quality and the availability of flows for use by fish and wildlife; and

WHEREAS; water rights applications filed with the TCEQ may impair Denton's water rights and otherwise interfere with their use; and

WHEREAS, water rights applications may involve, without limitation, new or amended water rights permits, interbasin transfer permits, and bed and banks permits; and

WHEREAS, to protest water rights applications, the City must, among other actions, evaluate impacts to water supply, prepare arguments and submit filings, such as hearing requests, to the TCEQ Office of the Chief Clerk, and negotiate settlements and permit conditions with applicants and the TCEQ, as appropriate; and

WHEREAS; the time available to protest a water rights application can be short, depending on when the City receives actual notice, the circumstances surrounding the application, and the details of the application; and

WHEREAS, depending on the circumstances, there may not be sufficient time for the City Council to consider whether to protest an application at one of its meetings; and

WHEREAS, to protect and maintain the integrity of the City's water supplies, the City's long-range water supply planning, and the local environment, the Denton City Manager, or their designee, needs the ability to efficiently and expeditiously prepare and submit filings, as needed; and

WHEREAS, the City Council finds it is in the public interest to delegate authority to the City Manager, or their designee, to protest water rights applications filed with the TCEQ or its successor agency; and

WHEREAS, the City Council finds the delegation of its authority to the City Manager, or their designee, under this Ordinance will lead to the efficient implementation of City initiatives conducted pursuant to the policies and direction of the City Council; and

WHEREAS, the City Manager, or their designee, will notify the City Council of any protests and related negotiations pursued under this Ordinance by submitting an Informal Staff Report.

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

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

SECTION 2. The City Council hereby authorizes the City Manager, or their designee, to take all actions as they find reasonable and appropriate to accomplish the intents and purposes of this Ordinance to protest water rights applications filed with the TCEQ or its successor agency.

SECTION 3. Upon protesting a water rights application, the City Manager, or their designee, shall notify the City Council of the protest details and related negotiations through the creation and timely submission of Informal Staff Reports.

SECTION 4. All actions taken by the General Manager of Water Utilities and Street Operations prior to the effective date of this Ordinance to protest water rights applications filed with the TCEQ are hereby ratified and authorized by the City Council.

SECTION 5. Any provision of any prior ordinance of the City which conflicts with any provision of this Ordinance is hereby repealed to the extent of the conflict, but all other provisions of the City ordinance which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor 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: Christopher Mullins

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: **August 4, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the execution of an agreement and the expenditure of General Fund to support the development of a Strategic Plan by the Meadows Mental Health Policy Institute for the 90th Texas State Legislature for the implementation of a Denton County Mental Health & Jail Diversion Center Pilot; authorizing the expenditure of funds in an amount not to exceed $10,000.00; and providing an effective date.

STRATEGIC ALIGNMENT

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

BACKGROUND

Earlier this year, Denton County's Behavioral Health and Housing & Homelessness Leadership Teams approved a pilot for a Mental Health & Jail Diversion Center. The initiative aims to provide alternatives to incarceration for low-level non-violent offenses, focusing on mental health services. This project is a top advocacy priority for 2026-27. Denton County Commissioners Court and United Way of Denton County (UWDC) have collaborated with the Meadows Mental Health Policy Institute (MMHPI) to create a strategic plan ahead of the Texas State Legislature in January 2027. The proposal submitted by MMHPI includes a $75,000 engagement cost, with Denton County committing $45,000, UWDC contributing $10,000, and local municipalities invited to cover the remaining costs. UWDC will serve as the fiscal agent for the proposal. Denton County and United Way of Denton are inviting Denton County municipalities to join as a funding partner**. (Exhibit 2)**

Meadows Institute Proposal

The Meadows Mental Health Policy Institute has submitted a proposal to assist Denton County in developing a strategic plan for a behavioral health crisis services facility **(Exhibit 2).** Across Texas, Crisis Facilities have become an important component of the behavioral health continuum of care, with successful models operating in several communities including Austin, Fort Worth, Dallas, Houston, Galveston, Uvalde, Midland, and Amarillo, among others.

Communities that have successfully secured state and federal funding for a Crisis Facility have done so by presenting lawmakers and other funders with a clear plan for the facility's scope, operations, and budget, along with documented support from key stakeholders, including law enforcement, prosecutors, courts, providers, elected officials, and individuals with lived experience. A formal written strategic plan can help Denton County leadership navigate the steps needed to develop, fund, and implement a Crisis Facility.

Meadows Institute Experience
The Meadows Institute is an independent and nonpartisan organization focused on creating equitable systemic changes in health care. It provides data-driven policy guidance to leaders and emphasizes early intervention for children and families, addressing mental health crises, and supporting recovery for individuals with mental health needs. More information is available at their website, https://mmhpi.org.

FISCAL INFORMATION
The City of Denton will contribute $10,000 in FY2025-26 General Funds for the Strategic Plan.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Proposal

Respectfully submitted:
Jesse Kent
Director of Community Services

Prepared by:
Luisa Garcia
Community Development Manager

ORDINANCE NO. 26-1153

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE EXECUTION OF AN AGREEMENT AND THE EXPENDITURE OF GENERAL FUNDS TO SUPPORT THE DEVELOPMENT OF A STRATEGIC PLAN BY THE MEADOWS MENTAL HEALTH POLICY INSTITUTE FOR THE 90TH TEXAS STATE LEGISLATURE FOR THE IMPLEMENTATION OF A DENTON COUNTY MENTAL HEALTH & JAIL DIVERSION CENTER PILOT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $10,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton County Behavioral Health Leadership Team and Denton County Housing & Homelessness Leadership Team jointly approved a recommendation for implementation of a Denton County Mental Health & Jail Diversion Center Pilot; and

WHEREAS, the focus of this mental health crisis response system expansion would be to create an alternative for law enforcement to incarceration of low-level non-violent offenses (such as criminal trespassing for example) and jail diversion services; and

WHEREAS, Jail Diversion Centers across the state have demonstrated economic benefits to municipal law enforcement, county jails, county district attorney departments, and county courts systems while simultaneously diverting people away from the criminal justice system and towards mental health services and solutions; and

WHEREAS, the Meadows Mental Health Policy Institute submitted to Denton County a proposal to develop a strategic plan for a behavioral health crisis services facility (the "Strategic Plan"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Denton County and United Way submitted a letter, a copy of which is attached hereto as Exhibit "B", to the City of Denton and other Denton County municipalities to join as funding partners to assist in the cost of the Strategic Plan; and

WHEREAS, the City of Denton supports the development of the Strategic Plan by the Meadows Mental Health Policy Institute pursuant to a contract executed by the City Manager or their designee and any one or more of the Meadows Mental Health Policy Institute, the United Way of Denton County, or Denton County in a form approved by the City Attorney or their designee (the "Strategic Plan Agreement"); and

WHEREAS, the City of Denton will contribute $10,000 in FY2025-26 General Funds for the Strategic Plan pursuant to a Strategic Plan Agreement; and

WHEREAS, the development of the Strategic Plan will benefit the public by establishing a plan for the operation and funding of a behavioral health facility to serve the residents of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are 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 enter into a Strategic Plan Agreement in a form approved by the City Attorney or their designee and to expend funds in an amount not to exceed $10,000.00, in the manner specified in the Ordinance and in accordance with the Strategic Plan Agreement, and to take any other actions that may be necessary or convenient, in the reasonable opinion of either the City Manager or the City Attorney, to carry out the City's rights and obligations under this Ordinance.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor 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

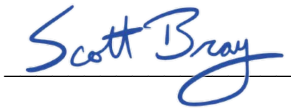
BY:  Scott Bray
Deputy City Attorney

EXHIBIT A

Meadows Mental Health Policy Institute

Proposal to Support Denton County in Developing a Strategic Plan for a Behavioral Health Crisis Services Facility

May 2026

Background

The Meadows Mental Health Policy Institute (Meadows Institute) is pleased to submit this proposal to assist Denton County stakeholders and leadership in developing a strategic plan for a behavioral health crisis services facility (Crisis Facility). Denton County has organized around the need for a Crisis Facility that can increase options for persons to be deflected pre-arrest or diverted post-arrest from the criminal justice system, emergency departments and other higher levels of care into community-based treatment and support services. Across Texas, Crisis Facilities have become an important component of the behavioral health continuum of care, with successful models operating in several communities including Austin, Fort Worth, Dallas, Houston, Galveston, Uvalde, Midland, and Amarillo, among others.

Communities that have successfully secured state and federal funding for a Crisis Facility have done so by presenting lawmakers and other funders with a clear plan for the facility's scope, operations, and budget, along with documented support from key stakeholders, including law enforcement, prosecutors, courts, providers, elected officials, and individuals with lived experience. A formal written strategic plan can help Denton County leadership navigate the steps needed to develop, fund, and implement a Crisis Facility.

Meadows Institute Experience

Independent and nonpartisan, the Meadows Institute works at the intersection of policy and programs to create equitable systemic changes so all people in Texas, the nation, and the world can obtain the health care they need. The Meadows Institute provides state and national leaders with data-driven, trusted policy and program guidance, and works to shift the focus of new investments toward early intervention for children and families, address the mental health crisis in our jails and emergency rooms, and help all people with mental health needs recover and be well. Learn more at https://mmhpi.org.

Meadows Institute has significant experience supporting Texas communities in strategic planning to expand crisis services, including crisis facilities. Examples of this work include the following collaborations.

- Galveston County – Meadows Institute has supported Galveston County through its Criminal Justice Coordinating Council and Gulf Coast Center, the local mental health authority, in expanding crisis services. Gulf Coast Center opened a Welcome Center in October 2025 that accepts walk-ins and law enforcement drop-offs for persons in behavioral health crisis.

- Amarillo (Potter and Randall Counties) – Meadows Institute is currently supporting the Texas Panhandle Center, the local mental health authority, in renovating a facility to house comprehensive crisis services, including a drop-off center for law enforcement and crisis residential beds. Meadows Institute supported the launch of their diversion center pilot, which has been operating for over a year.
- Brazoria County – Meadows Institute is currently working with elected and community leadership and Gulf Coast Center to implement a crisis facility in Brazoria County and to establish a criminal justice coordinating council. Gulf Coast Center received $5M in additional funding from the Legislature towards this facility.
- Permian Basin – Meadows Institute supported the Midland and Ector County communities in planning and developing the Permian Basin Behavioral Health Center, a comprehensive behavioral health facility with 200 treatment beds.
- Uvalde- Meadows Institute partnered with Hill Country MHDD and county and city officials to assess community needs following the tragedy at Robb Elementary and to develop a plan for a fully integrated crisis receiving center serving both children and adults. Through this process, the community secured full funding for both capital and operating expenses from the Governor's Office, along with additional appropriations through the legislative session.

Proposed Scope of Work

Strategic Plan

The Meadows Institute proposes to assist Denton County stakeholders and leadership in rapidly developing a strategic plan for a behavioral health facility. This strategic plan will include the following components:

- Facility Scope – Define the scope of the proposed facility, including the number and type of observation and treatment beds, how the facility will complement and coordinate with existing crisis services, and opportunities to co-locate community-based services on-site.
- Facility Operations – Identify options for the location and operations of the proposed facility and develop a projected budget for acquisition and ongoing operations.
- Funding Strategy - Develop a funding strategy to support implementation of the facility plan, including preparation for the 2027 Texas legislative session and identification of other potential funding sources, such as federal grants and philanthropic support.

Legislative Engagement

The Meadows Institute proposes to support Denton County leadership in developing a legislative engagement strategy for the 2027 Texas legislative session that reflects the current behavioral health funding landscape and identifies opportunities aligned with legislative priorities. The Meadows Institute will also support outreach to members of the Legislature, as well as ongoing monitoring of and engagement around funding opportunities in advance of and throughout the 2027 legislative session.

Key Project Staff

The Meadows Institute team assembled for this project includes professionals with the diverse and relevant backgrounds necessary to successfully accomplish this scope of work, including experts in justice systems, health care for the homeless and permanent supportive housing, health care financing, data analysis, county mental health systems, the intersection of the justice system and behavioral health, health reform, and state-of-the-art health system and service innovations. Our experience is tailored to Texas – to each county and community within which we work. We will leverage our knowledge of best practices and successes in other communities, working with key stakeholders to adapt them to best fit Denton County's needs and goals.

Our team for this project shares significant expertise in planning, developing and implementing crisis services, including crisis facilities that support deflection and diversion. The table below provides the names and roles of our core team members. Additional staff and subcontractors are available to complete this project on the required timeline, as needed.

Team Member	Title	Role
Nelson Jarrin, JD *Bio Link*	Executive Vice President of State Policy	Project Advisor, Expert in Legislative Policy and Coordination
Darilynn Cardona Beiler *Bio Link*	Senior Vice President for Health Systems Transformation	Project Advisor, Expert in Large Systems Transformation and Strategic Planning, Finance, and Community Assessment
Michelle Durham, MD *Bio Link*	Deputy Chief Medical Officer	Psychiatry Clinical Subject Matter Expert
Ron Stretcher *Bio Link*	Vice President of Systems Integration	Project Lead, Justice System Subject Matter Expert
Laura Slocum *Bio Link*	Vice President of Crisis Systems Transformation	Crisis Care and Community Care Subject Matter Expert
Gary Bramlett *Bio Link*	Director of Community Engagement	Community Care and Collaboration Subject Matter Expert

Team Member	Title	Role
Karl Santos *Bio Link*	Senior Project Manager	Project Management and Justice System Subject Matter Expert
Kate Ryan, MLS *Bio Link*	Project Coordinator	Logistical Support
Rebecca Marcolina, MPH *Bio Link*	Director of Population Health Analytics	Data Analysis and Evaluation

Proposed Budget

The cost to support Denton County leadership and stakeholders in developing a strategic plan for a Crisis Facility is: $75,000 inclusive of travel and all project related expenses. Meadows Institute proposes that payment be made in full upon contract execution.

EXHIBIT B

Andy Eads
Denton County Judge

July 15, 2025

Earlier this year the Denton County Behavioral Health Leadership Team and Denton County Housing & Homelessness Leadership Team jointly approved a recommendation for implementation of a Denton County Mental Health & Jail Diversion Center Pilot, which we can provide as requested. The focus of this mental health crisis response system expansion would be to create an alternative for law enforcement when incarceration of low-level non-violent offenses (such as criminal trespassing for example) jail diversion services. Jail Diversion Centers across the state have demonstrated both economic benefits to municipal law enforcement, county jails, county district attorney departments, and county courts systems while simultaneously diverting people away from the criminal justice system and towards mental health services and solutions. Given the overall need and benefit across the county, the Denton County Mental Health & Jail Diversion Center Pilot is our leading advocacy policy agenda priority in 2026-27.

The Denton County Commissioners Court and United Way of Denton County (UWDC) requested the Meadows Mental Health Policy Institute (MMHPI) to provide the attached proposal to assist in developing strategic plans leading into the upcoming Texas State Legislature in January 2027. Successful implementation of a Denton County Mental Health & Jail Diversion Center Pilot requires state funding support. MMHPI is highly regarded for their expertise in this area across Texas and was instrumental in the original formation of our Denton County Behavioral Health Leadership Team over 10 years ago.

The total cost of the MMHPI engagement is $75,000. Denton County is committing up to $45,000 and UWDC is committing up to $10,000. We are inviting Denton County municipalities to join us as a funding partner for the remaining cost. All funding partners will be acknowledged in the final report for their financial contribution and commitment to expanding mental health services in Denton County. UWDC as backbone support to the Denton County Behavioral Health Leadership Team will serve as the fiscal agent for this proposal.

Thank you again for your consideration. We understand this is short notice, our desire is to secure the remaining funding commitments to kick-off the MMHPI project in August in preparation for the 90th Texas State Legislature.

Sincerely,

Andy Eads
Denton County Judge

Denton County Administrative Courthouse • 1 Courthouse Dr. • Denton, TX 76208
(940) 349-2820 • www.dentoncounty.gov

Denton County Mental Health and Jail Diversion Center

Jesse Kent
Director of Community Services

File ID 26-1153 August 4, 2026

Background

- Creation of the Cross Care Collaborative (CCC) in 2023
- CCC found many enforcement interactions for low level calls, charges, and bookings
  - Nearly 1 in 5 new bookings involve individuals charged with low level, nonviolent offenses, many of whom face untreated mental health conditions or housing instability
- This Spring the CCC recommended the establishment of a Denton County Mental Health & Jail Diversion Center Pilot

The Center

- Centralized, 24/7 facility designed to redirect eligible individuals away from jail and into short-term stabilization and community-based services
- Provides law enforcement, courts, and prosecutors with an alternative to arrest while maintaining public safety and accountability through
  - Expedient intake from law enforcement
  - Mental health evaluations
  - Medical triage and short-term stabilization
  - Case management and service navigation
  - Community connections
- Typical length of stay being six hours to 11 days

The Ask

- The joint recommendation of the Behavioral Health Leadership Team and the Housing and Homelessness Leadership Team to develop the pilot
- Denton County and Judge Andy Eads' leading advocacy policy agenda priority in 2026-27
- Meadows Mental Health Policy Institute to help develop a strategic plan, costing $75,000
- An invitation to join the County's $45,000 contribution and United Way of Denton County's $10,000
- Staff recommends approval of $10,000 from the City of Denton to support the expansion of mental health services in Denton County.

Questions?