



City of Denton

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

Meeting Agenda Public Utilities Board

Monday, September 25, 2023

9:00 AM

Council Work Session Room

REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD

Citizens will be able to participate in the following way:

- eComment – The agenda was posted online at <https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>. 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 Public Utilities Board immediately upon submission and recorded by the Secretary into the Minutes of the Meeting.

After determining that a quorum is present, the Public Utilities Board of the City of Denton, Texas will convene in a Regular Meeting on Monday, September 25, 2023, at 9:00 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

This section of the agenda permits a person to make comments regarding public business on items as listed on the agenda. Each speaker will be allowed a maximum of four (4) minutes. Such person(s) shall have registered under the REGISTRATION GUIDELINES FOR ADDRESSING THE PUBLIC UTILITIES BOARD detailed at the beginning of this agenda. Registration is required prior to the time this agenda item is read into the record.

2. CONSENT AGENDA

Each of the items on the Consent Agenda is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations. Approval of the Consent Agenda authorizes the City Manager or designee to implement each item in accordance with the Staff recommendations. The Public Utilities Board has received background information and has had an opportunity to raise questions regarding these items prior to consideration.

Listed below are bids, purchase orders, contracts, and other items to be approved for payment or other action under the Consent Agenda (Agenda Item A). This listing is provided on the Consent Agenda to allow Public Utilities Board 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. [PUB23-167](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a

Professional Services Agreement with TRC Engineers, Inc., for the administration and development of wired and wireless joint use processes and standards for the City of Denton and Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8031-002 - professional services agreement for administration and development services awarded to TRC Engineers, Inc., in the not-to-exceed amount of \$164,600.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Ordinance and Contract](#)

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. [PUB23-172](#) Consider approval of the September 11, 2023 minutes.

Attachments: [9.11.23 PUB Minutes](#)

- B. [PUB23-166](#) Consider recommending approval of a resolution approving the City of Denton's Distributed Generation manual; Delegating authority to Denton Municipal Electric for certain amendments to the program; providing for a repealer; providing for a severability clause; and providing for an effective date.

Attachments: [Exhibit 1: Agenda Information Sheet](#)
 [Exhibit 2: Resolution - Distributed Generation Manual.pdf](#)
 [Exhibit 3: Distributed Generation Manual Redline.pdf](#)

- C. [PUB23-175](#) Consider recommending approval of a resolution approving the City of Denton's GreenSense Incentive Program, GreenSense Incentive Program Manual; delegating authority to the Environmental Services and Sustainability Department for certain amendments to the program; providing for a repealer; providing for a severability clause; and providing for an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Resolution](#)
 [Exhibit 3 - GreenSense Program Manual](#)
 [Exhibit 4 - Presentation](#)

- D. [PUB23-177](#) Consider recommending adoption of an ordinance of the City of Denton amending the Schedule of Rates for electric service; providing for a repealer; providing for a severability clause; and providing for an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - Electric Rates Ordinance \(Redline\)](#)
 [Exhibit 3 - Electric Rates Ordinance \(2023 Update\) \(signed\) \(FINAL\)](#)
 [Exhibit 4 - Presentation](#)

- E. [PUB23-168](#) Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract #230105 for implementation project management services for the

Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8333 - awarded to Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, in the not-to-exceed amount of \$3,000,000.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
 [Exhibit 2 - LLC Members](#)
 [Exhibit 3 - Presentation](#)
 [Exhibit 4 - Ordinance and Contract](#)

- F. [PUB23-173](#) Management Reports
1. Future Agenda Items
 2. New Business Action Items

Attachments: [1. Future Agenda Items](#)
 [2. New Business Action Items](#)

4. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Public Utilities Board 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.

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on September 21, 2023, in advance of the 72-hour 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 48 HOURS 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

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Legislation Text

File #: PUB23-167, Version: 1

AGENDA CAPTION

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with TRC Engineers, Inc., for the administration and development of wired and wireless joint use processes and standards for the City of Denton and Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8031-002 - professional services agreement for administration and development services awarded to TRC Engineers, Inc., in the not-to-exceed amount of \$164,600.00).



AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Cassey Ogden
DATE: September 25, 2023

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with TRC Engineers, Inc., for the administration and development of wired and wireless joint use processes and standards for the City of Denton and Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8031-002 – professional services agreement for administration and development services awarded to TRC Engineers, Inc., in the not-to-exceed amount of \$164,600.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The City of Denton (City) is seeking a Firm to research industry-standard practices, develop standards and procedures, and provide engineering design services for joint-use attachments on electric distribution poles. Denton Municipal Electric (DME) intends to update and align its joint-use processes with the best practices of the electric utility industry. The scope of work for this contract will include reviewing the City's existing joint use standards and specifications and developing a single or multiple-packet document that outlines all steps and procedures for joint use to guide telecommunication companies and developers. This will help develop a more uniform process which will benefit utilities choosing to do business with the City.

Under the proposed contract, the engineering firm will provide standards and procedures associated with joint use for DME. These will include joint use guidelines, construction standards and specifications, construction design drawings, process flow charts, website portal development, engineering calculations, coordination meetings with the Project Manager, and other related services.

DME has selected TRC Engineers, Inc. based on the ranking of 7 pre-qualified firms selected in RFQ 8031 (Pre-qualification for Engineering Services – DME) against the statement of work for this project. The selection was based on demonstrated experience and qualifications, probable performance, and demonstrated understanding of the project at hand.

Request for Qualifications state certified engineers for substation and transmission line engineering for various projects for Denton Municipal Electric was solicited using the City's formal solicitation process.

City Council approved a pre-qualified list of professional service firms on December 13, 2022 (Ordinance 22-2483).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 13, 2022, City Council approved RFQ 8031-1 for a prequalified list of state-certified engineers for substation and transmission line engineering for various projects for Denton Municipal Electric (Ordinance 22-2483).

RECOMMENDATION

Award a contract with TRC Engineers, Inc., for the administration and development of wired and wireless joint-use processes and standards for the City of Denton and Denton Municipal Electric, in a not-to-exceed amount of \$164,600.

PRINCIPAL PLACE OF BUSINESS

TRC Engineers, Inc.
Arlington, TX

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval with a completion date by July 31, 2024.

FISCAL INFORMATION

These items will be funded from Electric Engineering Department account 600500.7854. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is \$164,600.

EXHIBITS

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

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

For information concerning this acquisition, contact: Aaron Bennion, 940-349-7117.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TRC ENGINEERS, INC., FOR THE ADMINISTRATION AND DEVELOPMENT OF WIRED AND WIRELESS JOINT USE PROCESSES AND STANDARDS FOR THE CITY OF DENTON AND DENTON MUNICIPAL ELECTRIC AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8031-002 – PROFESSIONAL SERVICES AGREEMENT FOR ADMINISTRATION AND DEVELOPMENT SERVICES AWARDED TO TRC ENGINEERS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$164,600.00).

WHEREAS, on December 13, 2022, the City Council approved a prequalified list of state certified engineers for substation and transmission line engineering for various projects for Denton Municipal Electric (Ordinance 22-2483), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function [Engineering functions]; 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 TRC Engineers, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

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

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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 _____ day of _____, 2023.

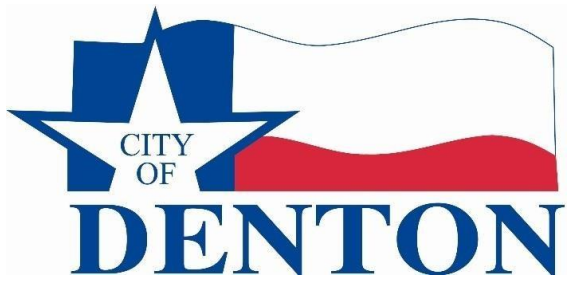
GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, 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@cityofden
ton.com, c=US
Date: 2023.09.12 19:17:08
-05'00'



Docusign City Council Transmittal Coversheet

PSA	8031-002
File Name	FIBER DESIGN POLE ATTACHMENTS
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

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 TRC ENGINEERS, INC, with its corporate office at 700 HIGHLANDER BLVD., STE 210, Arlington, Texas 76015 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: FIBER DESIGN POLE ATTACHMENTS (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$164,600 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

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

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

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 its 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 Attachment A to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.
- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment

practice against individuals with disabilities as defined in the ADA.

SECTION 5

Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's 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:

Attachment A - Scope of Services, Compensation, Project Schedule, Location Map

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


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 _____.

BY:
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:
ENGINEER
TRC ENGINEERS, INC

DocuSigned by:
 VP Distribution Operations
366454023B344B0...

Authorized Agent, Title

Full Name: Joel Mullinax

2023

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

DocuSigned by:

Antonio Puente, Jr.

E9760044C2BF4B5...

Signature

DME General Manager

Title

Electric

Department

Date Signed: 9/6/2023

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

Marcella Lunn

4B070831B4AA438...

BY: _____

ATTACHMENT A



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T: (817)522-1000
TRCCompanies.com

Send Via Email: Aaron.Bennion@cityofdenton.com

May 19, 2023

Aaron Bennion
Distribution Engineer
City of Denton
601 East Hickory Street
Denton, TX 76205

RE: City of Denton-Joint Use Standards
TRC Proposal # 544835.9990.0000

Dear Mr. Bennion,

TRC appreciates the opportunity to provide Denton Municipal Electric (DME) with a proposal to perform the development of the joint use standards and engineering services.

The following is the Scope of Services as understood by TRC which will be executed on an Hourly Pricing basis. This work will be completed and invoiced per the agreement that TRC and DME will agree upon.

Scope of Services

TRC will review current DME and industry standards to generate construction standards and joint use procedures for DME. This includes diagrams, process flow charts, and detailed instructions for both wireless and wireline attachments. TRC will coordinate with DME to create a schedule and provide regular updates on project status.

Execution Plan

TRC has developed a plan to complete this work as follows:

- Review current standards for DME and identify industry standards
- Develop Construction Standards & Specifications - Wireline and Wireless
- Develop Joint Use Guidelines and Procedures
- Create Process Flow Charts, Matrices, Diagrams to support standards
- Coordinate Integration with Automated Managing Systems and Website Portal Development

Assumptions/Clarifications

- TRC assumes meetings will be held once a week initially and as the project progresses, meetings will be as needed.
- Bid does not include engineering design work (Phase II-Design - Engineering design for both wired and wireless attachments (overhead and underground)) – will be billed at hourly rates.
- TRC proposes to perform the services described in this proposal using contract terms substantially similar to the “Standard Agreement for Engineering and Related Professional Services” between TRC and the City effective June 9, 2021, and incorporating the edits to the SOW included with this Proposal.



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T: (817)522-1000
TRCCompanies.com

Project Team

The following individuals, all familiar with DME standards and practices, will execute this scope of work:

- Nick Jones, Distribution Operations Manager
- Rick Owen, Distribution Operations Supervisor
- Ryan Robinson, Distribution Operations Supervisor
- Hillary Hutchason, Distribution Operations Supervisor
- Andelicia Winstead, Project Manager
- Daniel Holmes, Distribution Engineer II
- John Crawford, Distribution Technician III
- Damon Buster, Support Services Manager

Fee Proposal and Schedule

TRC proposes to perform the Scope of Services for an hourly basis price of \$164,600.00 with the terms between TRC and DME. Should DME request additional reporting, custom reports, or any other optional services TRC will prepare a Change Order or a New Work Authorization for DME's acceptance.

TRC can begin this work immediately upon receipt of a Purchase Order from DME. For the purposes of this proposal, TRC assumes a purchase order will be issued after contract is approved.

- Estimated completion for phase 1 is December 2023.
- Other phase schedules to be determined by DME at a later date.

If you have any questions, please feel free to contact me by email at awinstead@trccompanies.com or by phone at (817)829-9552.

Sincerely,

Andelicia Winstead

Andelicia Winstead
Project Manager

cc: Jessica Abbott
Nick Jones
Hillary Hutchason

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.

TRC ENGINEERS, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed._____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4 ☒ **I have no Conflict of Interest to disclose.****5**

DocuSigned by:



9/6/2023

Signature of Vendor doing business with the governmental entity_____
Date

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](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: E179C3E3931148E7A21172120B72336C

Status: Sent

Subject: Please DocuSign: City Council Contract 8031-002 Fiber Design Pole Attachments

Source Envelope:

Document Pages: 23

Signatures: 4

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Crystal Westbrook

901B Texas Street

Denton, TX 76209

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

8/29/2023 10:32:56 AM

Holder: Crystal Westbrook

crystal.westbrook@cityofdenton.com

Location: DocuSign

Signer Events

Crystal Westbrook

crystal.westbrook@cityofdenton.com

Senior Buyer

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

Marcella Lunn

marcella.lunn@cityofdenton.com

Mack Reinwand City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Joel Mullinax

jmullinax@trccompanies.com

VP Distribution Operations

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/31/2023 12:53:14 PM

ID: f0084a96-22d3-41b1-a61e-d7ec01cbb03d

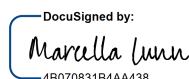
Signature**Completed**

Using IP Address: 198.49.140.104



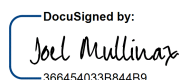
Signature Adoption: Pre-selected Style

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Timestamp

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Signed: 9/6/2023 11:52:51 AM

Signer Events	Signature	Timestamp
Antonio Puente, Jr. antonio.puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/6/2023 11:52:54 AM Viewed: 9/6/2023 1:52:56 PM Signed: 9/6/2023 1:53:13 PM

Electronic Record and Signature Disclosure:
Accepted: 9/6/2023 1:52:56 PM
ID: b534b9b8-a962-4dce-acbb-d2c33b8c526e

Cheyenne Defee
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Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 9/6/2023 1:53:15 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jesus Salazar
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 9/6/2023 3:54:16 PM
ID: 049ff298-29e0-4f56-a8fd-be76c0a52578

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
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Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 8/29/2023 10:54:27 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 City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Aaron Bennion aaron.bennion@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/25/2023 9:47:06 AM ID: 1a9e2364-2c89-48ea-b7d5-77eb6e0eb5c6	<div>COPIED</div>	Sent: 9/6/2023 1:53:16 PM Viewed: 9/7/2023 4:58:03 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2023 10:53:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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, US 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:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



City of Denton

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

Legislation Text

File #: PUB23-172, **Version:** 1

AGENDA CAPTION

Consider approval of the September 11, 2023 minutes.

CITY OF DENTON PUBLIC UTILITIES BOARD MINUTES
September 11, 2023

After determining that a quorum was present of the Public Utilities Board of the City of Denton, convened in a Regular Meeting on Monday, September 11, 2023, at 9:09 a.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

PRESENT: Chair Susan Parker, Vice Chair Billy Cheek, Barbara Russell, and Lee Riback

Also present: General Manager Antonio Puente and Deputy City Attorney Marcella Lunn

Absent: Devin Taylor and Thomas Plock

REGULAR MEETING

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

There were no public comments.

2. CONSENT AGENDA

The Consent Agenda consisted of Items 2 A - E

Board Member Riback moved to recommend adoption of agenda items 2 A-E. Motion seconded by Board Member Russell; motion carried.

YES (4): Chair Susan Parker, Vice Chair Billy Cheek, Barbara Russell, and Lee Riback

NO (0):

- A. PUB23-159** Consider recommending 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 the City Council on May 17, 2022, in the not-to-exceed amount of \$751,100.00; said first amendment for an extended scope, an additional full plan set, and services for a new lift station for the I-35 Split to Milam Phase II project for the Capital Projects and Water Utilities Departments; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7574-010 - providing for an additional first amendment expenditure amount not-to-exceed \$224,300.00, with the total contract amount not-to-exceed \$975,400.00).
- B. PUB23-160** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Mountain Cascade of Texas, LLC, for the construction of the Barrow Gravity Sanitary Sewer Line and Lift Station Abandonment for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8205 - awarded to Mountain Cascade of Texas, LLC, in the not-to-exceed amount of \$1,453,083.45).

- C. PUB23-161** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with HACH Company, for the purchase of HACH brand products, including instrumentations and chemistry for the Water and Wastewater Departments, which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over \$50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8263 - awarded to HACH Company, 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 \$770,000.00).
- D. PUB23-162** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8272 for the Modular Building Removal at 804 Texas Street for the Solid Waste & Recycling Department (SW&R) and 1527 Mayhill Road for the Water Department; and providing an effective date (RFP 8272).
- E. PUB23-164** Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Signature Automation, LLC, for the selection and design of a standardized Human Machine Interface (HMI) software system for the Water Production and Water Reclamation Departments as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7574-022 - Professional Services Agreement for design services awarded to Signature Automation, LLC, in the not-to-exceed amount of \$1,913,152.00).

3. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. PUB23-163** Consider approval of the August 28, 2023, minutes.

Board Member Riback moved to recommend approval of agenda item 3A. Motion seconded by Board Member Cheek; motion carried.

YES (4): Chair Susan Parker, Vice Chair Billy Cheek, Barbara Russell, and Lee Riback
NO (0):

B. PUB23-165 Management Reports

1. Gibbon's Creek Memo Update
2. Large Rooftop Solar PPA Memo
3. Management of telecoms use of right-of-way and pole attachments within the city rights-of-way
4. Future Agenda Items
5. New Business Action Items

There were questions by the Board Members on items 1, 2 and 3, that staff answered, there was also some discussion.

4. CONCLUDING ITEMS

There were no concluding items.

With no further business, the meeting was adjourned at 9:20 AM.

SUSAN PARKER
CHAIR
CITY OF DENTON, TEXAS

KIM MANKIN
UTILITIES ADMIN MANAGER
CITY OF DENTON, TEXAS

Minutes approved on: September 25, 2023.



City of Denton

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

Legislation Text

File #: PUB23-166, **Version:** 1

AGENDA CAPTION

Consider recommending approval of a resolution approving the City of Denton's Distributed Generation manual; Delegating authority to Denton Municipal Electric for certain amendments to the program; providing for a repealer; providing for a severability clause; and providing for an effective date.



AGENDA INFORMATION SHEET

DEPARTMENT: Denton Municipal Electric

CM/DCM/ACM: Antonio Puente, Jr., DME General Manager

DATE: September 8, 2023

SUBJECT

Consider recommending approval of a resolution approving the City of Denton's Distributed Generation manual; Delegating authority to Denton Municipal Electric for certain amendments to the program; providing for a repealer; providing for a severability clause; and providing for an effective date.

BACKGROUND

The Distributed Generation (DG) Manual was developed to outline how DME handles customer owned renewable generation that offsets all or part of their load. In order to eliminate some redundancies and to be consistent with the current DG process, the DG Manual needs to be updated. Along with some general document cleanup, the three primary items being addressed are the clarification that DME has the option to require a Power Purchase Agreement with customer's whose systems exceed 20 kW, the allowance of customer owned roof top solar systems to island when coupled with a battery backup system, and the requirement for pictures of meter, breakers, and breaker panel for permitting process.

RECOMMENDATION

Staff recommends approval of the resolution.

EXHIBITS

1. Agenda Information Sheet
2. Resolution_Distributed
Generation Manual
3. Distributed Generation Manual
Redline

Respectfully submitted:
Bill Shepherd
DME Executive Manager of Business Services

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY OF DENTON'S DISTRIBUTED GENERATION MANUAL; DELEGATING AUTHORITY TO DENTON MUNICIPAL ELECTRIC FOR CERTAIN AMENDMENTS TO THE PROGRAM; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton has made a commitment to supporting customer owned Distributed Generation; and

WHEREAS, the objective of the Distributed Generation Manual is to outline the process by which a customer follows to authorize, install, and gets credit for excess generation from their Distributed Generation Resource; and

WHEREAS, the City Council wishes to formally approve the updated Distributed Generation Manual; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations contained in the preamble of this resolution are incorporated herein by reference and are made a part of this resolution.

SECTION 2. Resolution Number 18-1383 and the Distributed Generation Manual approved by the same are both repealed and of no further force and effect as they related to the Distributed Generation Manual only.

SECTION 3. The Distributed Generation Manual attached as Exhibit "A", is hereby approved by the City Council.

SECTION 4. City Council hereby delegates authority to the General Manager of Denton Municipal Electric, or their designee, to make minor changes that do not conflict with City Council direction to the Distributed Generation Manual. Any such amendments or changes that affect the public's use of the Distributed Generation Manual will be published promptly on the City's website and social media channels. Any other amendments or changes will be brought forward to City Council for approval.

SECTION 5. All resolutions or parts of resolutions in force when the provisions of this resolution become effective which are inconsistent, or in conflict with the terms or provisions contained in this resolution are hereby repealed to the extent of any such conflict.

SECTION 6. If any section, subsection, paragraph, sentence, clause, phrase, or word in this resolution, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 7. This resolution shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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 _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:

JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: _____

Distributed Generation Manual



Rev. October 1, 2023



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Introduction

This City of Denton (City) Distributed Generation Manual (Manual) has been prepared for use by both City personnel and potential Distributed Generation owners to connect and operate systems less than one megawatt (MW). Any Distributed Generation of one MW and over will be addressed on a case by case basis.

It is the intent of the City to allow all DME customers to install Distributed Generation (DG), provided the DG facility does not adversely affect the safety of utility or emergency personnel or the general public. The adherence to this manual also assures Denton Municipal Electric's (DME) system reliability and the service quality is not adversely impacted. It is the responsibility of the DG owner to determine any economic benefits of DG operation.

The electrical requirements in this manual apply only to residents that have an electric account with DME serving the property where proposed DG is to be installed. All energy resources on the City's electrical distribution system require approval by DME prior to any other City department process and approval.

DG is an electrical generating facility located at a customer's point of delivery, which may be installed as a Stand-Alone Unit or Interconnected Unit:

Stand-Alone Unit – DG that is not connected to the City's electrical system in any way. Stand-Alone Units shall be installed in a manner such that no generated power will export to the City's electrical system.

Interconnected Unit – DG that is physically connected to the City's electrical system so that parallel operation (on-site generation) can occur.

Examples of DG include, but are not limited to, systems that generate or store energy such as solar photovoltaic, wind, energy storage, combined heat and power, fuel cells, batteries, micro-turbines, reciprocating engines, and gas and diesel generators.

DG is a large investment and requires research before making a decision. The City encourages all residents interested in buying DG to talk to several installers, receive as many quotes needed to feel confident about DG, and understand what to expect before, during, and after DG is installed. Remember: this manual and City staff are available to answer questions and help clear any confusion, but it is ultimately a decision a resident has to make for themselves.

The City of Denton reserves the right to amend this Manual at any time. To download the latest edition of this Manual -visit the City of Denton website at: www.cityofdenton.com.

Inquiries related to the DG process and installs designation can be directed to solar@cityofdenton.com.

Solar Photovoltaic (PV) Interconnection

The City neither expressly nor implicitly warrants any work performed by a contractor, employees, or subcontractor. The City does not endorse any product, service, individual or company. Selection of an installer/contractor to perform work is the sole decision of the customer. The City makes no warranties whatsoever that participant will realize any energy savings as a result of any PV installs. In no event shall the City be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any indemnity provision or otherwise related to any installs. Customer assumes the risk of any financial loss or physical damage(s) that the customer may suffer in connection with its PV installation.

Stand-Alone Distributed Generation

A Stand-Alone Distributed Generation facility is considered to be DG that is not connected to the City's electrical system in any way. Stand-alone facilities shall be installed in a manner that no generated power will export to the City's electrical system.

The City neither expressly nor implicitly warrants any work performed by a contractor, employees, or subcontractor. The City does not endorse any product, service, individual or company. Selection of an installer/contractor to perform work is the sole decision of the customer. The City makes no warranties whatsoever that participant will realize any energy savings as a result of any DG installs. In no event shall the City be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any indemnity provision or otherwise related to any installs. Customer assumes the risk of any loss or damage(s) that the customer may suffer in connection with its DG installation.

Wind, Storage, Gas or Other Distributed Generation (DG) Interconnection

DG is a large investment and requires a bit of research before making a decision. The City encourages all customers interested in buying DG to talk to several installers, receive as many quotes needed to feel confident about DG, and understand what to expect before, during, and after DG is installed.

The City neither expressly nor implicitly warrants any work performed by a contractor, employees, or subcontractor. The City does not endorse any product, service, individual or company. Selection of an installer/contractor to perform work is the sole decision of the customer. The City makes no warranties whatsoever that participant will realize any energy savings as a result of any DG installs. In no event shall the City be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any indemnity provision or otherwise related to any installs. Customer assumes the risk of any loss or damage(s) that the customer may suffer in connection with its DG installation.

Zoning

Most zones within the city of Denton allow on-site DG installation without restrictions or requiring a Specific Use Permit (SUP). For a full list of zoning districts and limitations, see Subchapter 5 in the City of Denton Development Code at <https://www.cityofdenton.com/business/development-review/code-criteria-manual>.

- **Solar:** All zones within the city of Denton allow on-site photovoltaic (PV) system installs.
- **Wind:** Wind Energy Conversion Systems (WECS) installs either have restrictions or require a Specific Use Permit (SUP).
- **Storage:** All zones within the city of Denton allow on-site battery storage system installs.
- **Gas/Diesel:** All zones within the city of Denton allow on-site gas and diesel generation installs.

A Certificate of Appropriateness (COA) may be required for residents interested in installing DG within a Historic District which would be visible from the public Right of Way. If a COA is required, it must be approved prior to work being performed and a building permit issued. For more information on COAs, visit the Development Services Historical Preservation Department page at www.cityofdenton.com or call (940) 349-8600.

Permits

No DG, stand-alone or interconnected, shall be installed without first obtaining a permit from Building Safety. The permit application is combined with DME's Application for Interconnection packet. DME Customers that live outside of city limits are required to get a permit through Denton County and submit the permit and required documents to solar@cityofdenton.com.

DME Customers requesting interconnection and parallel operation of PV must complete a Building Alteration Permit application online through ETrakit at [eTRAKiT \(aspgov.com\)](http://eTRAKiT.aspgov.com). All required documents included in the City's Application for Interconnection packet must be uploaded with the permit application. Payment is due prior to permit finalization by City personnel.

Once Building Safety has received and accepted all required documents, all involved departments will be notified to review the permit application with supporting documentation. Building Safety will contact the applicant if any additional information is needed. If the application satisfies all requirements, the applicant will receive notification of the permit approval.

Once the DG has been installed, the applicant will need to schedule Electrical Rough and Electrical Final inspections. For PV only, daily inspections must be scheduled before 7:00 AM for an appointment to be completed the same business day. For all other DGs, daily inspections must be scheduled before 4:00 PM for an appointment to be completed the next business day. No same day

appointment schedules are available for non PV DGs. Permit packets and City approved plans must be available for review at all inspections, and Contractor must be on-site for all inspections.

Please note: If additional updates need to be done to the service panel of the facility, an additional separate electrical permit will be required prior to finalizing the Alteration Permit.

Fire

No commercial DG shall be installed without first obtaining approval from the City's Fire Department. The Fire Department approval is included with Building Safety permitting process. All PV shall be installed in accordance with Sections 605.11.1 through 605.11.2 of the International Fire Code (as adopted by Section 29-1 of the City of Denton Code of Ordinances), the International Building Code (as adopted by Section 28-26 of the City of Denton Code of Ordinances), and National Fire Protection Association.

Commercial DG disconnects shall be easily accessible by Fire personnel. For the purpose of this section, easily accessible shall mean that there must not be a barrier, including an unlocked fence, keeping City personnel from accessing customer's DG disconnect.

Fire will contact the applicant if any additional information is needed. If the application satisfies all requirements, the applicant will need to schedule an inspection with Fire, after the DG system is installed.

Penalties

Any DG system, stand-alone or interconnected, installed without prior approval or not installed according to approved plans provided through the City's interconnection process will be subject to a citation through the City's code enforcement process and disconnect or disassembly of DG system. The customer will be required to go through the City's approval process and pay the applicable fees for work done without a permit.

Any person that tampers with, damages or illegally connects to the City's electric grid will be charged a minimum of \$310 per event as stated in the Customer Service (Miscellaneous) section of the DME Rate Ordinance.

Any customer that prevents access to their meter will be charged \$46 per event as stated in the Customer Service (Miscellaneous) section of the DME Rate Ordinance.

Denton Municipal Electric

Building Safety will notify DME of the DG interconnection request. If necessary, DME will conduct internal studies that may include electric grid impacts and easily accessible disconnect and meter. For the purpose of this section, easily accessible requirement means City personnel are capable of quickly accessing DME's meter and/or the customer's disconnect for testing, service, inspections, disconnects, and connects, regardless of fence location. Doors, gates, or other barriers must be unlocked, unless City personnel is furnished with convenient means to bypass the barrier for full and safe access to equipment, i.e. keys to locks and gate codes. DME will also review the necessary documents to assure all installs meet current National Electrical Safety Codes (NESC), DME Service Standards, UL 1741 Standards, and IEEE 1547 Standard.

PV installs over 500 kW will be subject to pre-interconnection studies conducted by a third party engineering firm, as needed in compliance with PUCT Substantive Rules 25.211 and 25.212 or its successor(s); which may extend approval time by four to six weeks. In instances where such studies are deemed necessary, the scope of the studies shall be based on the characteristics of the particular distributed generation facility to be interconnected and the distribution system at the specific proposed location. The customer is responsible for all costs associated with the pre-interconnection studies.

The contractor is expected to notify DME when inspection has passed and permit is final. DME personnel will schedule a site visit for final testing of islanding and disconnect.

Any connection to the City's electric grid without execution of interconnection agreement will result in the immediate disconnect of the PV system. The PV disconnect will be locked closed until any required studies are completed, the installation has been inspected and approved by the City, and an interconnection agreement has been executed.

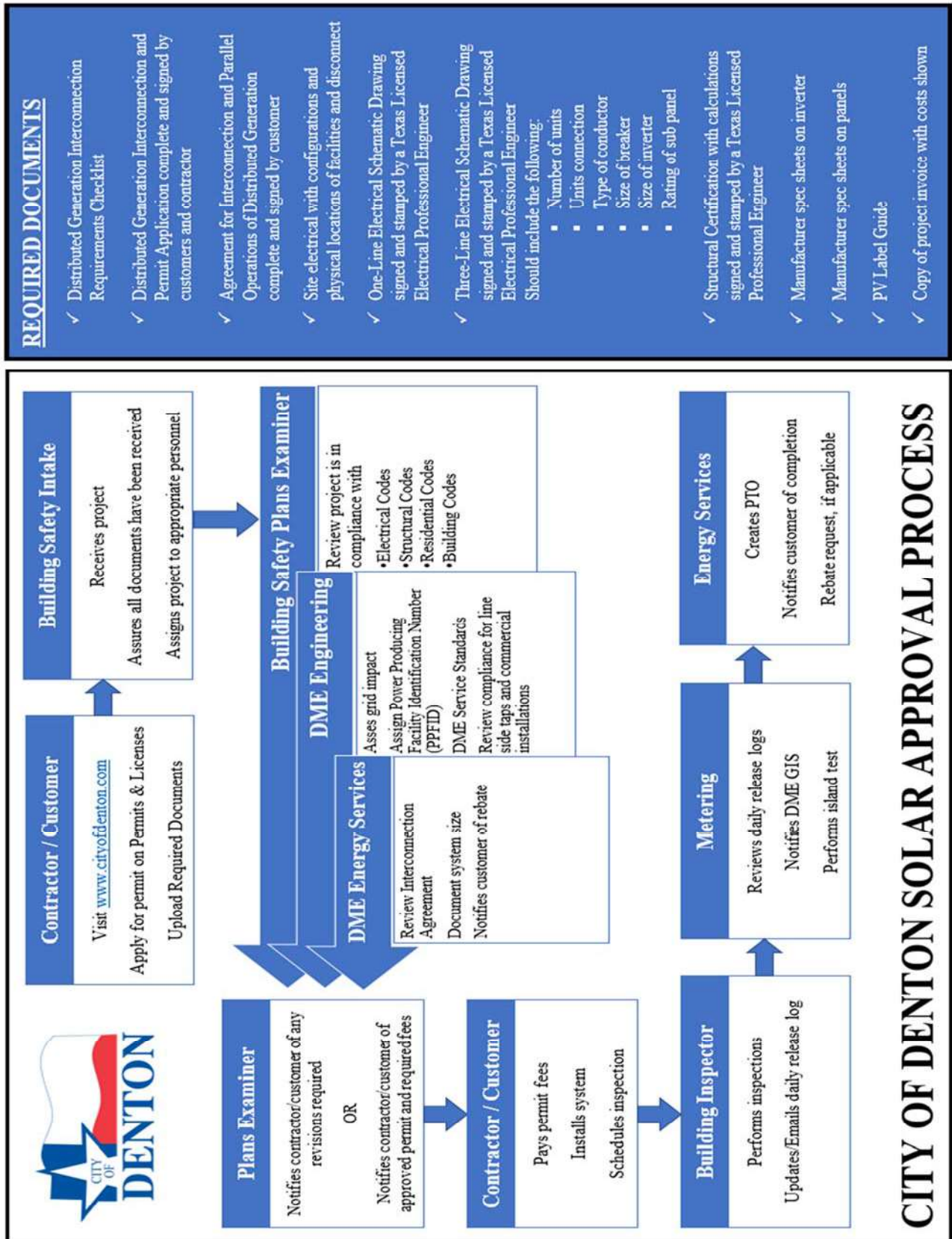
For more information on DME requirements, the Electric Service Standards can be found at [Service-Standards-PDF \(cityofdenton.com\)](http://www.cityofdenton.com/Service-Standards-PDF).

Electric Rate for Renewable Distributed Generation 20kW or Less

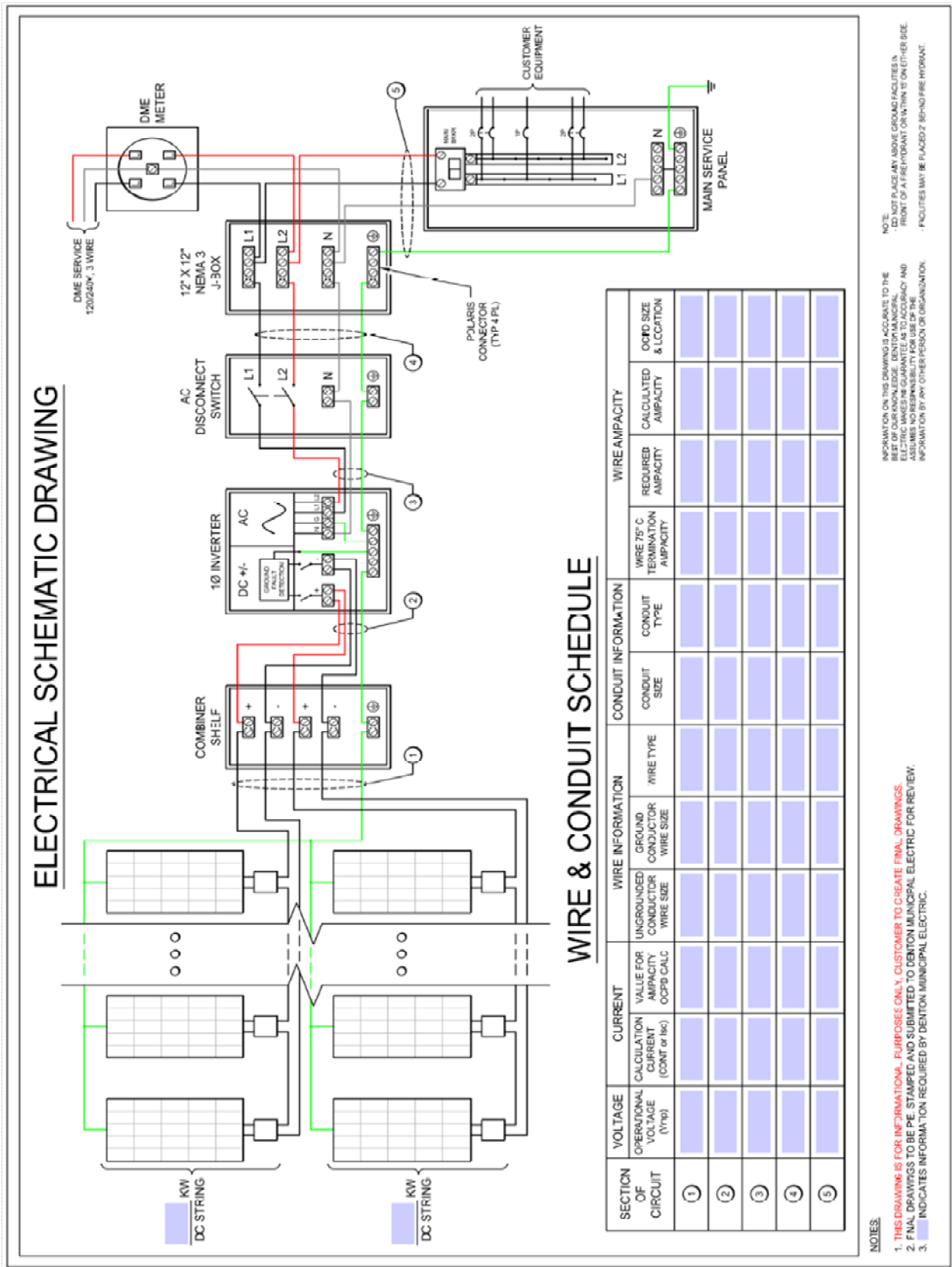
Any customer that owns renewable DG that has properly interconnected to the City's electric grid and qualifies under the Distributed Generation from Renewable Sources Rider (Schedule DGR) requirements will be automatically enrolled under Schedule DGR. Please visit www.cityofdenton.com to see the terms and conditions for Schedule DGR. However, Schedule DGR will not be applied to the Customer's rate until DME Metering has passed its testing.

Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation.

Solar Approval Process



Electrical Schematic Drawingxample



Distributed Generation Interconnection Requirements Checklist

Initial next to each document prepared and ready to be submitted for the City's approval process.

Please Note: The City of Denton prohibits double lugging or pierce line taps for interconnections. Line side taps are only allowed through connectors in a junction box. Any missing or unacceptable documents will delay the approval process for an interconnection.

- _____ 1. Distributed Generation Interconnection and Permit Application completed and signed by customer and contractor. Permit fees will apply.
- _____ 2. Agreement for Interconnection and Parallel Operations of Distributed Generation complete and signed by customer
- _____ 3. Site electrical with configuration and physical locations of facilities and disconnect
- _____ 4. One-line Electrical Schematic Drawing signed and stamped by a Texas Licensed Electrical Professional Engineer
- _____ 5. Three-line Electrical Schematic Drawing signed and stamped by a Texas Licensed Electrical Professional Engineer; should include the following
 - a. Number of units (panels, inverters, and other sources of power)
 - b. Unit connection (Connection to the sources of power, including solar panels)
 - c. Type of conductor
 - d. Size of breaker
 - e. Size of inverter
 - f. Rating of sub panel
- _____ 6. Structural Certification with calculations signed and stamped by a Texas Licensed Professional Engineer
- _____ 7. Manufacturer spec sheets on inverter
- _____ 8. Manufacturer spec sheets on panels
- _____ 9. PV label guide
- _____ 10. Photos of electric meter, breakers, and breaker panel
- _____ 11. Copy enclosed of project invoice with costs shown

Daily Inspections must be scheduled by 7:00 AM to be completed the same business day. Permit Packets, City Approved Plans and Contractor must be onsite for all Inspections.



Permit Number

DME Service PPFID

Date

DISTRIBUTED GENERATION INTERCONNECTION AND PERMIT APPLICATION

All property must be properly platted, zoned and all required public improvements either installed or addressed with three-way contracts before a building permit may be issued. To ensure adequate review, the proper number of plans, site plans, and complete building application submittal is required.

Note that an engineer, when required by the Texas Engineering Practice Act, must seal plans.

All new commercial, residential, and irrigation permits must be submitted online. eTRAKiT allows the public to request inspections, apply for permits, obtain application status and pay fees online. For instructions on how to apply, pay for and schedule inspections for a permit, please see our eTRAKiT guide. [eTRAKiT \(aspgov.com\)](http://eTRAKiT.aspgov.com)

APPLICANT INFORMATION

Property Owner:

Interconnection Point Address:

Phone Number:

☐ Single Family House ☐ Commercial Property
☐ Townhouse/Duplex ☐ Accessory Structure

Project Value: \$

Email:

Owner Address, if different:

Alternate Contact Person:

Phone Number:

DENTON UTILITIES ACCOUNT INFORMATION

Denton Municipal Electric Account Number:

Existing Meter Number:

INFORMATION PREPARED AND SUBMITTED BY:

Contractor/Sub-contractor Name:

Phone:

E-mail:

Fax:

Address:

City:

State:

Zip:

☐ Registered with City

License Number:

Electrical Contractor:

Phone Number:

Email:

Consultant:

Phone Number:

Email:

SIGNATURES

Property Owner:

Date:

Contractor:

Date:

This permit becomes null and void unless a City inspection is performed within six months from the date of issuance. The granting of a permit does not presume to give authority to violate or cancel the provisions of any law or ordinances regulating construction. No inspection will be performed unless this permit is displayed on the jobsite and the City approved plans are available to the inspector on the jobsite at the time of inspection. Applicant is responsible for all work done under this permit, and must follow all applicable codes.

Solar Distributed Generation Systems less than one (1) megawatt (MW)

Please Note: If system is larger than 500 kW, additional studies will be required at the cost of the system owner.

SOLAR PHOTOVOLTAIC

System DC kW:	System Continuous AC kW:
Number of Strings:	Panels per String:
Total Number of Panels:	Total Number of Inverters:
Panel Manufacturer and Model:	
Inverter Manufacturer and Model:	
Power Factor:	CEC Efficiency:
Voltage Rating:	Ampere Rating:

BATTERY STORAGE (IF APPLICABLE)

Battery Manufacturer and Model:	
Continuous Power Rating:	Usable Capacity:
Maximum Solar Charger Efficiency:	Lifetime Cycles:

NORMAL OPERATION OF INTERCONNECTION (PLEASE DESCRIBE)

(Examples: provide power to meet base load, demand management, standby, back-up) :

GENERATION ACCESS IS REQUIRED PLEASE CHECK HOW DATA WILL BE DELIVERED TO DENTON MUNICIPAL ELECTRIC

- ☐ Adding solar@cityofdenton.com to online profiles
- ☐ Emailing generation data to solar@cityofdenton.com monthly

AC Calculation Help

AC Watt will be calculated as follows:

If DC input is equal to or greater than the micro-inverter continuous rated AC output:
(Number of inverters) x (Continuous rated AC output)

If DC input is equal to or greater than the string inverter continuous rated AC output:
(Number of inverters) x (Nominal AC output)

If DC input is less than the invert continuous rated AC output:
(Standard Test Condition rating of total system panels) x (California Energy Commission rated inverter efficiency)

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this [redacted] day of [redacted], 20[redacted], by the City of Denton, with its electric utility department operating an electric system, referred to for Public Utility Commission of Texas and ERCOT purposes as DENTON MUNICIPAL ELECTRIC (“DME”) and [redacted], (“Customer”), a [redacted] [specify the name of any entity, if any; the type of entity, if any; and the address of any entity] hereafter sometimes referred to individually as “Party” or both parties sometimes referred to collectively as the “Parties.”

WHEREAS, DME desires to permit electric customers having electric generating facilities located within its service territory, to offset a part of their electrical requirements by utilization of customer’s electric power generation facilities or to flow excess energy back to DME’s electric utility system in accordance with the City’s Electric Rate Schedule DGR or ancillary contract; and

WHEREAS, Customer desires to interconnect the electric generating facilities to the City’s Electric Utility System; and

WHEREAS, Customer has completed and submitted the Application for Interconnection and Parallel Operation of Distributed Generation with the City’s Electric Utility System to the City, which is incorporated herein as Exhibit A, and the City or Customer if applicable has conducted its pre-interconnection studies to determine whether the City can make available and Customer is qualified to enter into such an arrangement for such distributed energy resource interconnection with the City’s Electric Utility System; and

WHEREAS, both the City and Customer desire to enter into this Agreement, under the terms, conditions, and subject to the limitations set forth below,

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the City and Customer hereby **AGREE** as follows:

1. Scope of Agreement. City shall permit Customer to interconnect and operate an electric generating facility, on Customer’s premises, in parallel with the City’s Electric Utility System in accordance with the terms of this Agreement. PROVIDED HOWEVER, that this Agreement is applicable to conditions under which the City and the Customer agree that one or more generating facility or facilities operating less than 60 kilovolts (kV) (“Facility” or “Facilities”) may be interconnected to the City’s Electric Utility System AND Customer provides the City with generation data either through web link access or monthly reports.
2. Definitions.
 - a. “Agreement” shall mean the “Agreement for Interconnection and Parallel Operation of Distributed Generation.”
 - b. “Customer” shall mean an entity interconnecting a Power Producing Facility to the City’s Electric Utility System.

- c. “General Manager” shall mean the General Manager of Denton Municipal Electric, or their designee.
- d. “Electric Utility System” shall mean all generation, transmission and distribution facilities owned or used by the City in connection with its delivery of electric energy to the City’s electric utility customers.
- e. “Points of Interconnection” shall mean the point at which the Power Producing Facility physically ties to the Electric Utility System as is more fully described in Exhibit A, attached hereto and incorporated herewith.
- f. “Power Producing Facility” or “PPF” shall mean an electric generating facility, operating less than 60 kilovolts, which will be interconnected and operated in parallel with the City’s Electric Utility System. This shall include any and all related equipment necessary, as determined by the City, for the safe operation and interconnection of the electric generating facilities to the Electric Utility System.
- g. “PPFID” shall mean the identification number assigned by the City to a Power Producing Facility.
- h. “PUC” shall mean the Public Utility Commission of Texas, or any successor agency.

3. Identification of Power Producing Facility. The Power Producing Facility referred to herein shall refer solely to the Power Producing Facility identified, located and described in this section:

- a. Type: _____
- b. PPFID: _____
- c. PPF Rating: _____
- d. Facility Address: _____

4. Establishment of Point of Interconnection. The City and Customer agree to interconnect the Customer’s PPF at the Points of Interconnection specified in this Agreement, in accordance with the provisions of the City of Denton, Texas Code of Ordinances; and any applicable Public Utility Commission of Texas Substantive Rules (including §25.211 relating to Interconnection of Distributed Generation and §25.212 relating to Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation or any successor or new applicable substantive rules related to Distributed Generation, hereafter the “PUC Rules”) or any applicable successor rule addressing distributed generation, and as described in the attached Exhibit A.

5. Interconnection.

- a. Energy transferred from the PPF to the Electric Utility System under this Agreement shall be deemed delivered at the City’s selected metering point on the premises identified in Section 3 above.
- b. It is expressly understood and agreed by the parties hereto that the interconnection and monitoring of electric flow contemplated by this Agreement shall be accomplished by appropriate metering facilities owned and installed by the City. The PPF shall be responsible for all expenses associated with the purchase and installation of specialized metering facilities, including but not limited to dual metering arrangements and/or bi-directional meters.

6. Testing and Approval of Facility.

- a. The Customer shall install and maintain protective devices for the PPF as required by the City's Electric Utility Engineering. The protective devices shall be tested and approved by the City's Electric Utility Engineering prior to commencing parallel operations with the Electric Utility System. Further testing of the protective devices shall be conducted any time that modifications are made to the PPF. The City shall have the right to have representatives present at any testing of the PPF's protective devices. Customer shall notify the General Manager at least five (5) days prior to the testing of the PPF's protective devices.
- b. The PPF shall not commence parallel operations with the City until written approval of the interconnection facilities has been granted by the General Manager of the City's electric utility. Such approval shall not be unreasonably withheld, provided that Customer has complied with all City requirements.

7. Access and Premises. The City may enter the PPF's premises (a) to inspect, at reasonable hours, the PPF's protective devices; or (b) to read or test meters; or (c) to disconnect, without notice whenever necessary, the PPF from the Electric Utility System if, in the City's opinion, a hazardous condition exists and such immediate action is necessary in order to protect persons, City facilities, or property of others from damage or interference caused by the PPF, or lack of properly operating PPF protective devices.

8. Maintenance and Permits. The Customer shall: (a) maintain the PPF in a safe and prudent manner, and in conformance with all applicable laws and regulations, including, but not limited to, those set forth in Exhibit A to this Agreement and the PUC Distributed Generation Interconnection Manual; and (b) obtain any governmental authorizations and permits as required for the construction and operation of the PPF and interconnection facilities. The Customer shall reimburse the City for any and all losses, damages, claims, penalties, or liability it incurs as a result of the PPF's failure to obtain or maintain any governmental authorizations and permits required for the construction and operation of the PPF.

9. Representations of Customer. Customer further agrees and represents to the City that the distributed generation equipment of Customer shall be designed, installed, connected, operated and maintained, to the best of Customer's knowledge and belief, in accordance with the applicable ANSI standards now in force; the applicable UL standards that are in force at the time of the execution of this Agreement; the applicable IEEE standards [particularly IEEE 929-2000 and IEEE 1547-2003] that are in force at the time of the execution of this Agreement; the applicable National Electrical Code (the "NEC") standards in force at the time of the execution of this Agreement; the applicable ERCOT Operating Guides in force at the time of the execution of this Agreement; as well as any other applicable local, state, or federal codes, statutes, and regulations in force at the time of the execution of this Agreement .

10. Responsibilities of Customer. The Customer will, at its own cost and expense, operate, maintain, repair, inspect, and shall be fully responsible for the PPF which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its PPF(s) in compliance with all applicable local, state, or federal codes, statutes, and regulations. The maintenance of the PPF shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Customer agrees to cause their PPF to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code (the "NESC"), approved by the American National Standards Institute (the "ANSI"), in effect at the time of construction. The Customer covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of the PPF so as to reasonably minimize the likelihood of a disturbance affecting or impairing the Electric Utility System, or other systems with which the Customer is interconnected. The City will notify Customer if there is evidence

that the PPF operation causes disruption or deterioration of service to other customers served from the same grid, or if the PPF operation causes damage to the Electric Utility System. Customer will immediately notify the City of any emergency or hazardous condition or occurrence with the PPF that could affect safe operation of the Electric Utility System.

11. Interruption or Reduction of Deliveries.

a. The City's Authority. The City shall not be obligated to accept or pay for produced energy from a generating unit unless in accordance with the City's Electric Rate Schedule DGR or a separate agreement has been entered into between the Customer and the City. The City reserves the right to make changes to the Electric Rate Schedule DGR at any time. The City may require the Customer to interrupt or reduce deliveries of available energy in the following instances:

- (1) When the General Manager determines that it is necessary in order to construct, or install, or maintain, or repair, or replace, or remove, or investigate any of the City's equipment or any part of its Electric Utility System;
- (2) If the General Manager determines that curtailment, interruption, or reduction is necessary because of emergencies, or forced outages, or *force majeure*, or compliance with prudent electrical practices;
- (3) Notwithstanding any provision of this Agreement, the City shall have the right to disconnect the PPF from the Electric Utility System if it determines that either: (a) the PPF or its operation may endanger City personnel, or (b) the continued operation of the PPF may endanger the integrity of the Electric Utility System. The PPF shall remain disconnected until such time as the City is satisfied that the objectionable conditions have been corrected or no longer exists; or
- (4) The City discovers or learns of PPF manufacturer defects or deficiencies that may have adverse operational impacts on the Electric Utility System.

Customer and the City clearly understand and agree that the City will not accept nor assume any liability for interrupting the interconnection between the PPF and the Electric Utility System. The City is authorized to, but not liable for, any effects as a result of opening up and padlocking open the Customer's external disconnect switch, disconnecting the PPF at the Electric Utility System's Points of Interconnection or taking any other action that physically separates the PPF from the Electric Utility System. The City will attempt to provide sufficient Customer notice prior to interconnection disconnection, but Customer notice is not necessary for immediate PPF isolation should a condition warrant immediate interconnection disconnection as determined by the City.

12. Limitation of Liability and Indemnification.

- a. Neither the City nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.
- b. Notwithstanding the other provisions of this Agreement, Customer agrees to indemnify, defend, and hold harmless the City of Denton, as well as all of their present, future and former elected officials,

agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental) of any conceivable character, due to or arising from injuries to persons (including death), or to property (both real, personal and mixed) created by, arising from, or in any manner relating to the PPF, including (a) engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of; or (b) the making of replacements, additions, betterments to, or reconstruction of the Customer's PPF, and expressly including those arising through strict liability and those arising under the constitutions of the United States and of the State of Texas.

- c. The City and Customer shall each be directly responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The City does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefore. Customer assumes all responsibility for the electric service Customer supplies hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by the City and enters the wire or facilities provided by Customer.
- d. For the mutual protection of the Customer and the City, only with the City's prior written authorization, are the connections between the City's service wires and the Customer's service entrance conductors to be energized.
- e. The provisions of this Section 12 shall not be construed to relieve any insurer of its obligation to pay any insurance claim in accordance with the provisions of any valid insurance policy.
- f. If the Customer fails to comply with the insurance provisions of this Agreement, the Customer shall, at its own cost, defend, save harmless and indemnify the City of Denton, its elected officials, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person, or damage to property, including the personnel and property of the City of Denton, to the extent the City of Denton would have been protected had the Customer complied with all such insurance provisions required hereunder. The inclusion of this section is not intended to create any express or implied right in the Customer to elect not to provide the required insurance in Section 13 hereof. The provisions of this subsection shall survive the termination of this Agreement.

13. Insurance Required. Customer represents that, at the time of the execution of this Agreement, Customer has currently in force and effect property insurance on the premises described in Section 3 hereof, in the amount of the current value of the premises, and comprehensive personal liability insurance covering the premises in a minimal amount of not less than \$100,000 per occurrence. Customer further represents that Customer shall maintain such insurance in force for the duration of this Agreement. Customer agrees to provide a copy of the insurance policy or a valid certificate issued by the insurer (in a form satisfactory to the City) to the City prior to any interconnection with DME's electric grid, and shall provide proof of continuing coverage upon reasonable request given to Customer. The insurance herein provided in Section 13 shall, by endorsement to the policy or policies, provide for thirty (30) days written notice to the City prior to cancellation, termination, alteration, or material change of such policy or policies of insurance.

14. Right of Access, Equipment Installation, Removal & Inspection. Upon reasonable notice, the City may send qualified representatives to the premises of the Customer at or immediately before the time the PPF first produces energy to inspect the interconnection, and to observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three (3) days after initial startup of the unit. Following the initial inspection process described above, the City may send an employee to the premises, at reasonable hours, or at any time without notice, in the event of an emergency or hazardous condition, as determined by the City. The City shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its other customers.

15. Disconnection of Unit or Termination of Agreement. The City or Customer may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than thirty (30) days prior to the date of termination. PROVIDED HOWEVER, this Agreement shall automatically terminate upon (1) the disconnection of electric utility service to the premises due to the delinquency of payment of Customer (that is the same rules regarding late payment and disconnection that all other ratepayers of the City have); or (2) the closing of Customer's electric utility account; or (3) a change in the ownership of the premises by Customer; or (4) the failure to maintain the insurance coverage required under Section 13 above; or (5) the failure to comply with all terms of this Agreement.. All PPF equipment shall be completely disconnected and isolated from the Electric Utility System upon termination of this Agreement by either Party. The Customer shall demonstrate to DME's satisfaction that the PPF has been disconnected. The City reserves the right to disconnect the PPF equipment itself or hire a local qualified electrician to perform such work at the sole expense of the Customer, if Customer fails to properly perform such work within seven (7) days of the date of the Agreement termination.

16. Notices. Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to the City:

General Manager
Denton Municipal Electric
1659 Spencer Road
Denton, Texas 76205

With a copy to:

City Attorney's Office
City of Denton
215 E. McKinney Street
Denton, Texas 76201

(b) If to Customer:

As provided in Exhibit A

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other Party.

17. Entirety of Agreement and Prior Agreements Superseded; No Oral Modification. This Agreement, including Exhibit A, which is expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this

Agreement. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by both Parties.

18. Governing Law and Regulatory Authority. This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and shall be exclusively enforced in accordance with the laws thereof. The provisions and obligations of this Agreement are performable in the City of Denton, Denton County, Texas. Venue shall lie for any lawsuit dealing with this Agreement in the courts of Denton County, Texas.

19. Attorney's Fees. Should either Party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the Party who does not substantially prevail in the proceeding(s) shall pay a reasonable amount of attorney's fees and expenses (including, but not limited to expert witness fees and deposition expenses) incurred by the prevailing Party.

20. Severability. If any term or provision of this Agreement is held by a court to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each illegal, invalid or unenforceable term or provision there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

21. Amendment. This Agreement may be amended only upon mutual agreement of both of the Parties hereto, which amendment will not be effective until it is reduced to writing and executed by the Parties.

22. Invoicing and Payment. Invoicing and payment terms for services associated with this Agreement shall be based upon and consistent with the applicable Ordinances of the City of Denton, Texas.

23. Assignability. Customer and the City agree that this Agreement may not be assigned due to the special nature of the Agreement. Any sale or disposition of the real property and the PPF covered hereby in whole or in part, by Customer will require that the PPF be disconnected from the Electric Utility System until DME has communicated with the new owner about relevant safety issues and until such time as the new owner signs a new Interconnection Agreement with the City.

24. No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

25. No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein undertaken and assumed are solely for the use and benefit of the Parties, their successors-in-interest and, where permitted, their assigns.

26. Paragraph Headings and Construction of Agreement. The descriptive headings of the various articles and sections of this Agreement have been inserted for the convenience of reference only, and are to be afforded no significance in the interpretation or construction of this Agreement. Both Parties hereto have participated in the negotiation and preparation of this Agreement, which shall not be construed either more or less strongly against or for either Party.



27. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

28. Exhibits. All Exhibits to this Agreement are incorporated herewith by reference for all purposes, wherever reference is made to the same.

29. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal and legal representatives, successors, or assigns.

30. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly-authorized representatives on this the [REDACTED] day of [REDACTED], 20[REDACTED].

CITY OF DENTON,
a Texas home-rule municipal corporation

[CUSTOMER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distributed Generation Manual



Rev October 1, 2023

Style Definition: TOC 2: Indent: Left: 0"

Style Definition: TOC 1

Style Definition: TOC 3: Indent: Left: 0", First line: 0.5"

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Deleted: Introduction¶
This City of Denton (City) Distributed Generation Manual (Manual) has been prepared for use by both City personnel and potential Distributed Generation owners to connect and operate systems less than one megawatt (MW). Any Distributed Generation of one MW and over will be addressed on a case by case basis.¶
It is the intent of the City to allow all DME customerscitizens to install Distributed Generation (DG), provided the DG facility does not adversely affect the safety of utility or emergency emergency personnel or, the general public an ...

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Introduction

This City of Denton (City) Distributed Generation Manual (Manual) has been prepared for use by both City personnel and potential Distributed Generation owners to connect and operate systems less than one megawatt (MW). Any Distributed Generation of one MW and over will be addressed on a case by case basis.

It is the intent of the City to allow all DME customers to install Distributed Generation (DG), provided the DG facility does not adversely affect the safety of utility or emergency personnel or the general public. The adherence to this manual also assures Denton Municipal Electric's (DME) system reliability and the service quality is not adversely impacted. It is the responsibility of the DG owner to determine any economic benefits of DG operation.

The electrical requirements in this manual apply only to residents that have an electric account with DME serving the property where proposed DG is to be installed. All energy resources on the City's electrical distribution system require approval by DME prior to any other City department process and approval.

DG is an electrical generating facility located at a customer's point of delivery, which may be installed as a Stand-Alone Unit or Interconnected Unit:

Stand-Alone Unit – DG that is not connected to the City's electrical system in any way. Stand-Alone Units shall be installed in a manner such that no generated power will export to the City's electrical system.

Interconnected Unit – DG that is physically connected to the City's electrical system so that parallel operation (on-site generation) can occur.

Examples of DG include, but are not limited to, systems that generate or store energy such as solar photovoltaic, wind, energy storage, combined heat and power, fuel cells, batteries, micro-turbines, reciprocating engines, and gas and diesel generators.

DG is a large investment and requires research before making a decision. The City encourages all residents interested in buying DG to talk to several installers, receive as many quotes needed to feel confident about DG, and understand what to expect before, during, and after DG is installed. Remember: this manual and City staff are available to answer questions and help clear any confusion, but it is ultimately a decision a resident has to make for themselves.

The City of Denton reserves the right to amend this Manual at any time. To download the latest edition of this Manual -visit the City of Denton website at: www.cityofdenton.com.

Inquiries related to the DG process and installs designation can be directed to solar@cityofdenton.com.

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Solar Photovoltaic (PV) Interconnection

The City neither expressly nor implicitly warrants any work performed by a contractor, employees, or subcontractor. The City does not endorse any product, service, individual or company. Selection of an installer/contractor to perform work is the sole decision of the customer. The City makes no warranties whatsoever that participant will realize any energy savings as a result of any PV installs. In no event shall the City be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any indemnity provision or otherwise related to any installs. Customer assumes the risk of any financial loss or physical damage(s) that the customer may suffer in connection with its PV installation.

Stand-Alone Distributed Generation

A Stand-Alone Distributed Generation facility is considered to be DG that is not connected to the City's electrical system in any way. Stand-alone facilities shall be installed in a manner that no generated power will export to the City's electrical system.

The City neither expressly nor implicitly warrants any work performed by a contractor, employees, or subcontractor. The City does not endorse any product, service, individual or company. Selection of an installer/contractor to perform work is the sole decision of the customer. The City makes no warranties whatsoever that participant will realize any energy savings as a result of any DG installs. In no event shall the City be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any indemnity provision or otherwise related to any installs. Customer assumes the risk of any loss or damage(s) that the customer may suffer in connection with its DG installation.

Wind, Storage, Gas or Other Distributed Generation (DG) Interconnection

DG is a large investment and requires a bit of research before making a decision. The City encourages all customers interested in buying DG to talk to several installers, receive as many quotes needed to feel confident about DG, and understand what to expect before, during, and after DG is installed.

The City neither expressly nor implicitly warrants any work performed by a contractor, employees, or subcontractor. The City does not endorse any product, service, individual or company. Selection of an installer/contractor to perform work is the sole decision of the customer. The City makes no warranties whatsoever that participant will realize any energy savings as a result of any DG installs. In no event shall the City be responsible for any direct, special, incidental, consequential, punitive, exemplary or indirect damages in tort, contract, warranty, negligence, strict liability or under any

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Deleted: City is committed to improving the process for solar installs, making it faster and more efficient.

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Inquiries related to the PV process and installs designation can be directed to solar@cityofdenton.com.¶



indemnity provision or otherwise related to any installs. Customer assumes the risk of any loss or damage(s) that the customer may suffer in connection with its DG installation.

Zoning

Most zones within the city of Denton allow on-site DG installation without restrictions or requiring a Specific Use Permit (SUP). For a full list of zoning districts and limitations, see Subchapter 5 in the City of Denton Development Code at <https://www.cityofdenton.com/business/development-review/code-criteria-manual>.

- **Solar:** All zones within the city of Denton allow on-site photovoltaic (PV) system installs.
- **Wind:** Wind Energy Conversion Systems (WECS) installs either have restrictions or require a Specific Use Permit (SUP).
- **Storage:** All zones within the city of Denton allow on-site battery storage system installs.
- **Gas/Diesel:** All zones within the city of Denton allow on-site gas and diesel generation installs.

A Certificate of Appropriateness (COA) may be required for residents interested in installing DG within a Historic District which would be visible from the public Right of Way. If a COA is required, it must be approved prior to work being performed and a building permit issued. For more information on COAs, visit the Development Services Historical Preservation Department page at www.cityofdenton.com or call (940) 349-8600.

Permits

No DG, stand-alone or interconnected, shall be installed without first obtaining a permit from Building Safety. The permit application is combined with DME’s Application for Interconnection packet. DME Customers that live outside of city limits are required to get a permit through Denton County and submit the permit and required documents to solar@cityofdenton.com.

DME Customers requesting interconnection and parallel operation of PV must complete a Building Alteration Permit application online through ETrakit at [eTRAKit \(aspgov.com\)](http://eTRAKit.aspgov.com). All required documents included in the City’s Application for Interconnection packet must be uploaded with the permit application. Payment is due prior to permit finalization by City personnel.

Once Building Safety has received and accepted all required documents, all involved departments will be notified to review the permit application with supporting documentation. Building Safety will contact the applicant if any additional information is needed. If the application satisfies all requirements, the applicant will receive notification of the permit approval.

Once the DG has been installed, the applicant will need to schedule Electrical Rough and Electrical Final inspections. For PV only, daily inspections must be scheduled before 7:00 AM for an

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Zoning¶
All zones within the city of Denton allow on-site PV system installs. It is the right of the property owners to install solar and owners’ right to sunlight on their property. ¶
A Certificate of Appropriateness (COA) may be required for residents interested in installing PV within a Historic District which would be visible from the public Right of Way. If a COA is required, it must be approved prior to work being performed and a building permit issued. For more information on COAs, visit the Development Services Historical Preservation Department page at www.cityofdenton.com or call (940) 349-85418600.¶
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appointment to be completed the same business day. For all other DGs, daily inspections must be scheduled before 4:00 PM for an appointment to be completed the next business day. No same day appointment schedules are available for non PV DGs. Permit packets and City approved plans must be available for review at all inspections, and Contractor must be on-site for all inspections.

Please note: If additional updates need to be done to the service panel of the facility, an additional separate electrical permit will be required prior to finalizing the Alteration Permit mentioned above.

Fire

No commercial DG shall be installed without first obtaining approval from the City’s Fire Department. The Fire Department approval is included with Building Safety permitting process. All PV shall be installed in accordance with Sections 605.11.1 through 605.11.2 of the International Fire Code (as adopted by Section 29-1 of the City of Denton Code of Ordinances), the International Building Code (as adopted by Section 28-26 of the City of Denton Code of Ordinances), and National Fire Protection Association.

Commercial DG disconnects shall be easily accessible by Fire personnel. For the purpose of this section, easily accessible shall mean that there must not be a barrier, including an unlocked fence, keeping City personnel from accessing customer’s DG disconnect.

Fire will contact the applicant if any additional information is needed. If the application satisfies all requirements, the applicant will need to schedule an inspection with Fire, after the DG system is installed.

Penalties

Any DG system, stand-alone or interconnected, installed without prior approval or not installed according to approved plans provided through the City’s interconnection process will be subject to a citation through the City’s code enforcement process and disconnect or disassembly of DG system. The customer will be required to go through the City’s approval process and pay the applicable fees for work done without a permit.

Any person that tampers with, damages or illegally connects to the City’s electric grid will be charged a minimum of \$310 per event as stated in the Customer Service (Miscellaneous) section of the DME Rate Ordinance.

Any customer that prevents access to their meter will be charged \$46 per event as stated in the Customer Service (Miscellaneous) section of the DME Rate Ordinance.

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Denton Municipal Electric

Building Safety will notify DME of the DG interconnection request. If necessary, DME will conduct internal studies that may include electric grid impacts, and easily accessible disconnect and meter. For the purpose of this section, easily accessible requirement means City personnel are capable of quickly accessing DME's meter and/or the customer's disconnect for testing, service, inspections, disconnects, and connects, regardless of fence location. Doors, gates, or other barriers must be unlocked, unless City personnel is furnished with convenient means to bypass the barrier for full and safe access to equipment, i.e. keys to locks and gate codes. DME will also review the necessary documents to assure all installs meet current National Electrical Safety Codes (NESC), DME Service Standards, UL 1741 Standards, and IEEE 1547 Standard.

PV installs over 500 kW will be subject to pre-interconnection studies conducted by a third party engineering firm, as needed in compliance with PUCT Substantive Rules 25.211 and 25.212 or its successor(s); which may extend approval time by four to six weeks. In instances where such studies are deemed necessary, the scope of the studies shall be based on the characteristics of the particular distributed generation facility to be interconnected and the distribution system at the specific proposed location. The customer is responsible for all costs associated with the pre-interconnection studies.

The contractor is expected to notify DME when inspection has passed and permit is final. DME personnel will schedule a site visit for final testing of islanding and disconnect.

Any connection to the City's electric grid without execution of interconnection agreement will result in the immediate disconnect of the PV system. The PV disconnect will be locked closed until any required studies are completed, the installation has been inspected and approved by the City, and an interconnection agreement has been executed.

For more information on DME requirements, the Electric Service Standards can be found at [Service-Standards-PDF \(cityofdenton.com\)](#).

Electric Rate for Renewable Distributed Generation 20kW or Less

Any customer that owns renewable DG that has properly interconnected to the City's electric grid and qualifies under the Distributed Generation from Renewable Sources Rider (Schedule DGR) requirements will be automatically enrolled under Schedule DGR. Please visit [www.cityofdenton.com](#) to see the terms and conditions for Schedule DGR. However, Schedule DGR will not be applied to the Customer's rate until DME Metering has passed its testing.

Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation.

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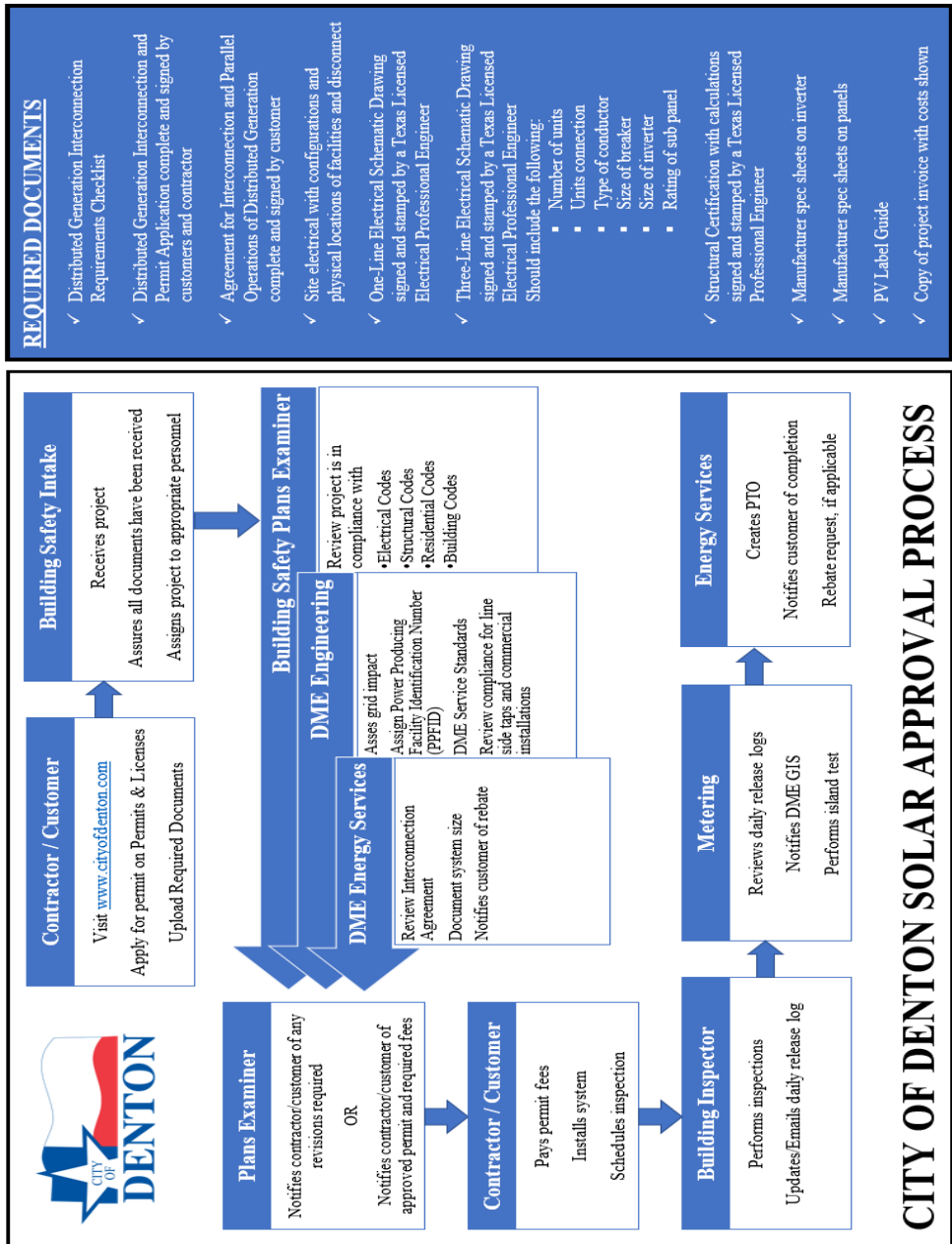
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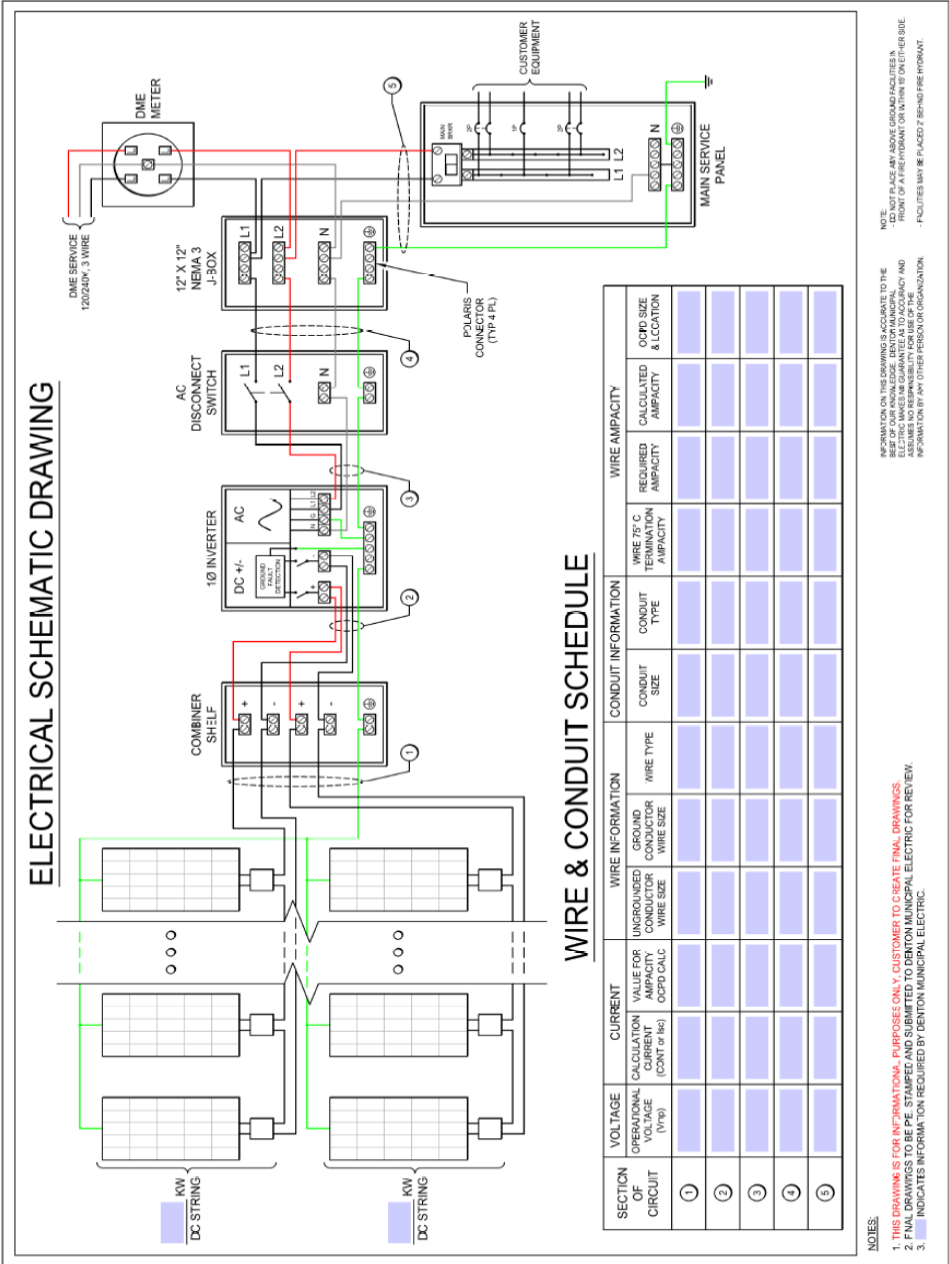


Solar Approval Process



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Electrical Schematic Drawing Example





Distributed Generation Interconnection Requirements Checklist

Initial next to each document prepared and ready to be submitted for the City's approval process.

Please Note: The City of Denton prohibits double lugging or pierce line taps for interconnections. Line side taps are only allowed through connectors in a junction box. Any missing or unacceptable documents will delay the approval process for an interconnection.

1. Distributed Generation Interconnection and Permit Application completed and signed by customer and contractor. [Permit fees will apply.](#)
2. Agreement for Interconnection and Parallel Operations of Distributed Generation complete and signed by customer
3. Site electrical with configuration and physical locations of facilities and disconnect
4. One-line Electrical Schematic Drawing signed and stamped by a Texas Licensed Electrical Professional Engineer
5. Three-line Electrical Schematic Drawing signed and stamped by a Texas Licensed Electrical Professional Engineer; should include the following
 - a. Number of units ([panels, inverters, and other sources of power](#))
 - b. Unit connection ([Connection to the sources of power, including solar panels](#))
 - c. Type of conductor
 - d. Size of breaker
 - e. Size of inverter
 - f. Rating of sub panel
6. Structural Certification with calculations signed and stamped by a Texas Licensed Professional Engineer
7. Manufacturer spec sheets on inverter
8. Manufacturer spec sheets on panels
9. PV label guide
10. [Photos of electric meter, breakers, and breaker panel](#)
11. Copy enclosed of project invoice with costs shown

Daily Inspections must be scheduled by 7:00 AM to be completed the same business day. Permit Packets, City Approved Plans and Contractor must be onsite for all Inspections.

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Use the fee structure below to calculate approximate permitting fees. Final costs are based on application specifics. Additional permit fees will be required for service updates.

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- ☐ Plan Review Fee = \$50¶
 - ☐ Building = \$50¶
 - ☐ Electrical = \$50

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Permit Number
DME Service PPFID
Date

DISTRIBUTED GENERATION INTERCONNECTION AND PERMIT APPLICATION

All property must be properly platted, zoned and all required public improvements either installed or addressed with three-way contracts before a building permit may be issued. To ensure adequate review, the proper number of plans, site plans, and complete building application submittal is required.

Note that an engineer, when required by the Texas Engineering Practice Act, must seal plans.

All new commercial, residential, and irrigation permits must be submitted online. eTRAKiT allows the public to request inspections, apply for permits, obtain application status and pay fees online. For instructions on how to apply, pay for and schedule inspections for a permit, please see our eTRAKiT guide, [eTRAKiT \(aspgov.com\)](https://www3.cityofdenton.com/etrakit3/)

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APPLICANT INFORMATION

Property Owner:

Interconnection Point Address:

Phone Number:

☐ Single Family House

☐ Commercial Property

☐ Townhouse/Duplex

☐ Accessory Structure

Project Value: \$

Email:

Owner Address, if different:

Alternate Contact Person:

Phone Number:

DENTON UTILITES ACCOUNT INFORMATION

Denton Municipal Electric Account Number:

Existing Meter Number:

INFORMATION PREPARED AND SUBMITTED BY:

Contractor/Sub-contractor Name:

Phone:

E-mail:

Fax:

Address:

City:

State:

Zip:

☐ Registered with City

License Number:

Electrical Contractor:

Phone Number:

Email:

Consultant:

Phone Number:

Email:

SIGNATURES

Property Owner:

Date:

Contractor:

Date:

This permit becomes null and void unless a City inspection is performed within six months from the date of issuance. The granting of a permit does not presume to give authority to violate or cancel the provisions of any law or ordinances regulating construction. No inspection will be performed unless this permit is displayed on the jobsite and the City approved plans are available to the inspector on the jobsite at the time of inspection. Applicant is responsible for all work done under this permit, and must follow all applicable codes.



Solar Distributed Generation Systems less than one (1) megawatt (MW)

Please Note: If system is larger than 500 kW, additional studies will be required at the cost of the system owner.

SOLAR PHOTOVOLTAIC

System DC kW:	System Continuous AC kW:
Number of Strings:	Panels per String:
Total Number of Panels:	Total Number of Inverters:
Panel Manufacturer and Model:	
Inverter Manufacturer and Model:	
Power Factor:	CEC Efficiency:
Voltage Rating:	Ampere Rating:

BATTERY STORAGE (IF APPLICABLE)

Battery Manufacturer and Model:	
Continuous Power Rating:	Usable Capacity:
Maximum Solar Charger Efficiency:	Lifetime Cycles:

NORMAL OPERATION OF INTERCONNECTION (PLEASE DESCRIBE)

(Examples: provide power to meet base load, demand management, standby, back-up) :

GENERATION ACCESS IS REQUIRED PLEASE CHECK HOW DATA WILL BE DELIVERED TO DENTON MUNICIPAL ELECTRIC

- ☐ Adding solar@cityofdenton.com to online profiles
- ☐ Emailing generation data to solar@cityofdenton.com monthly

AC Calculation Help

AC Watt will be calculated as follows:

If DC input is equal to or greater than the micro-inverter continuous rated AC output:
(Number of inverters) x (Continuous rated AC output)

If DC input is equal to or greater than the string inverter continuous rated AC output:
(Number of inverters) x (Nominal AC output)

If DC input is less than the invert continuous rated AC output:
(Standard Test Condition rating of total system panels) x (California Energy Commission rated inverter efficiency)



AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by the City of Denton, with its electric utility department operating an electric system, referred to for Public Utility Commission of Texas and ERCOT purposes as DENTON MUNICIPAL ELECTRIC (“DME”) and _____ (“Customer”), a _____ [specify the name of any entity, if any; the type of entity, if any; and the address of any entity] hereafter sometimes referred to individually as “Party” or both parties sometimes referred to collectively as the “Parties.”

WHEREAS, DME desires to permit electric customers having electric generating facilities located within its service territory, to offset a part of their electrical requirements by utilization of customer’s electric power generation facilities or to flow excess energy back to DME’s electric utility system in accordance with the City’s Electric Rate Schedule DGR or ancillary contract; and

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WHEREAS, Customer desires to interconnect the electric generating facilities to the City’s Electric Utility System; and

WHEREAS, Customer has completed and submitted the Application for Interconnection and Parallel Operation of Distributed Generation with the City’s Electric Utility System to the City, which is incorporated herein as Exhibit A, and the City or Customer if applicable has conducted its pre-interconnection studies to determine whether the City can make available and Customer is qualified to enter into such an arrangement for such distributed energy resource interconnection with the City’s Electric Utility System; and

WHEREAS, both the City and Customer desire to enter into this Agreement, under the terms, conditions, and subject to the limitations set forth below,

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the City and Customer hereby **AGREE** as follows:

1. Scope of Agreement. City shall permit Customer to interconnect and operate an electric generating facility, on Customer’s premises, in parallel with the City’s Electric Utility System in accordance with the terms of this Agreement. **PROVIDED HOWEVER**, that this Agreement is applicable to conditions under which the City and the Customer agree that one or more generating facility or facilities operating less than 60 kilovolts (kV) (“Facility” or “Facilities”) may be interconnected to the City’s Electric Utility System AND Customer provides the City with generation data either through web link access or monthly reports.

2. Definitions.

- a. “Agreement” shall mean the “Agreement for Interconnection and Parallel Operation of Distributed Generation.”
- b. “Customer” shall mean an entity interconnecting a Power Producing Facility to the City’s Electric Utility System.



- c. "General Manager" shall mean the General Manager of Denton Municipal Electric, or their designee.
- d. "Electric Utility System" shall mean all generation, transmission and distribution facilities owned or used by the City in connection with its delivery of electric energy to the City's electric utility customers.
- e. "Points of Interconnection" shall mean the point at which the Power Producing Facility physically ties to the Electric Utility System as is more fully described in Exhibit A, attached hereto and incorporated herewith.
- f. "Power Producing Facility" or "PPF" shall mean an electric generating facility, operating less than 60 kilovolts, which will be interconnected and operated in parallel with the City's Electric Utility System. This shall include any and all related equipment necessary, as determined by the City, for the safe operation and interconnection of the electric generating facilities to the Electric Utility System.
- g. "PPFID" shall mean the identification number assigned by the City to a Power Producing Facility.
- h. "PUC" shall mean the Public Utility Commission of Texas, or any successor agency.

3. Identification of Power Producing Facility. The Power Producing Facility referred to herein shall refer solely to the Power Producing Facility identified, located and described in this section:

- a. Type: _____
- b. PPFID: _____
- c. PPF Rating: _____
- d. Facility Address: _____

4. Establishment of Point of Interconnection. The City and Customer agree to interconnect the Customer's PPF at the Points of Interconnection specified in this Agreement, in accordance with the provisions of the City of Denton, Texas Code of Ordinances; and any applicable Public Utility Commission of Texas Substantive Rules (including §25.211 relating to Interconnection of Distributed Generation and §25.212 relating to Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation or any successor or new applicable substantive rules related to Distributed Generation, hereafter the "PUC Rules") or any applicable successor rule addressing distributed generation, and as described in the attached Exhibit A.

5. Interconnection.

- a. Energy transferred from the PPF to the Electric Utility System under this Agreement shall be deemed delivered at the City's selected metering point on the premises identified in Section 3 above.

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- b. It is expressly understood and agreed by the parties hereto that the interconnection and monitoring of electric flow contemplated by this Agreement shall be accomplished by appropriate metering facilities owned and installed by the City. The PPF shall be responsible for all expenses associated with the purchase and installation of specialized metering facilities, including but not limited to dual metering arrangements and/or bi-directional meters.

6. Testing and Approval of Facility.

- a. The Customer shall install and maintain protective devices for the PPF as required by the City's Electric Utility Engineering. The protective devices shall be tested and approved by the City's Electric Utility Engineering prior to commencing parallel operations with the Electric Utility System. Further testing of the protective devices shall be conducted any time that modifications are made to the PPF. The City shall have the right to have representatives present at any testing of the PPF's protective devices. Customer shall notify the General Manager at least five (5) days prior to the testing of the PPF's protective devices.
- b. The PPF shall not commence parallel operations with the City until written approval of the interconnection facilities has been granted by the General Manager of the City's electric utility. Such approval shall not be unreasonably withheld, provided that Customer has complied with all City requirements.

7. Access and Premises. The City may enter the PPF's premises (a) to inspect, at reasonable hours, the PPF's protective devices; or (b) to read or test meters; or (c) to disconnect, without notice whenever necessary, the PPF from the Electric Utility System if, in the City's opinion, a hazardous condition exists and such immediate action is necessary in order to protect persons, City facilities, or property of others from damage or interference caused by the PPF, or lack of properly operating PPF protective devices.

8. Maintenance and Permits. The Customer shall: (a) maintain the PPF in a safe and prudent manner, and in conformance with all applicable laws and regulations, including, but not limited to, those set forth in Exhibit A to this Agreement and the PUC Distributed Generation Interconnection Manual; and (b) obtain any governmental authorizations and permits as required for the construction and operation of the PPF and interconnection facilities. The Customer shall reimburse the City for any and all losses, damages, claims, penalties, or liability it incurs as a result of the PPF's failure to obtain or maintain any governmental authorizations and permits required for the construction and operation of the PPF.

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9. Representations of Customer. Customer further agrees and represents to the City that the distributed generation equipment of Customer shall be designed, installed, connected, operated and maintained, to the best of Customer's knowledge and belief, in accordance with the applicable ANSI standards now in force; the applicable UL standards that are in force at the time of the execution of this Agreement; the applicable IEEE standards [particularly IEEE 929-2000 and IEEE 1547-2003] that are in force at the time of the execution of this Agreement; the applicable National Electrical Code (the "NEC") standards in force at the time of the execution of this Agreement; the applicable ERCOT Operating Guides in force at the time of the execution of this Agreement; as well as any other applicable local, state, or federal codes, statutes, and regulations in force at the time of the execution of this Agreement .

10. Responsibilities of Customer. The Customer will, at its own cost and expense, operate, maintain, repair, inspect, and shall be fully responsible for the PPF which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its PPF(s) in compliance with all applicable local, state, or federal codes, statutes, and regulations. The maintenance of the PPF shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Customer agrees to cause their PPF to be constructed in accordance with specifications equal to or greater than those provided



by the National Electrical Safety Code (the “NESC”), approved by the American National Standards Institute (the “ANSI”), in effect at the time of construction. The Customer covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of the PPF so as to reasonably minimize the likelihood of a disturbance affecting or impairing the Electric Utility System, or other systems with which the Customer is interconnected. The City will notify Customer if there is evidence that the PPF operation causes disruption or deterioration of service to other customers served from the same grid, or if the PPF operation causes damage to the Electric Utility System. Customer will immediately notify the City of any emergency or hazardous condition or occurrence with the PPF that could affect safe operation of the Electric Utility System.

11. Interruption or Reduction of Deliveries.

a. The City’s Authority. The City shall not be obligated to accept or pay for produced energy from a generating unit unless in accordance with the City’s Electric Rate Schedule DGR or a separate agreement has been entered into between the Customer and the City. The City reserves the right to make changes to the Electric Rate Schedule DGR at any time. The City may require the Customer to interrupt or reduce deliveries of available energy in the following instances:

- (1) When the General Manager determines that it is necessary in order to construct, or install, or maintain, or repair, or replace, or remove, or investigate any of the City’s equipment or any part of its Electric Utility System;
- (2) If the General Manager determines that curtailment, interruption, or reduction is necessary because of emergencies, or forced outages, or *force majeure*, or compliance with prudent electrical practices;
- (3) Notwithstanding any provision of this Agreement, the City shall have the right to disconnect the PPF from the Electric Utility System if it determines that either: (a) the PPF or its operation may endanger City personnel, or (b) the continued operation of the PPF may endanger the integrity of the Electric Utility System. The PPF shall remain disconnected until such time as the City is satisfied that the objectionable conditions have been corrected or no longer exists; or
- (4) The City discovers or learns of PPF manufacturer defects or deficiencies that may have adverse operational impacts on the Electric Utility System.

Customer and the City clearly understand and agree that the City will not accept nor assume any liability for interrupting the interconnection between the PPF and the Electric Utility System. The City is authorized to, but not liable for, any effects as a result of opening up and padlocking open the Customer’s external disconnect switch, disconnecting the PPF at the Electric Utility System’s Points of Interconnection or taking any other action that physically separates the PPF from the Electric Utility System. The City will attempt to provide sufficient Customer notice prior to interconnection disconnection, but Customer notice is not necessary for immediate PPF isolation should a condition warrant immediate interconnection disconnection as determined by the City.

12. Limitation of Liability and Indemnification.

- a. Neither the City nor Customer shall be liable to the other for damages for any act that is beyond such party’s control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental,



military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.

- b. Notwithstanding the other provisions of this Agreement, Customer agrees to indemnify, defend, and hold harmless the City of Denton, as well as all of their present, future and former elected officials, agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental) of any conceivable character, due to or arising from injuries to persons (including death), or to property (both real, personal and mixed) created by, arising from, or in any manner relating to the PPF, including (a) engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of; or (b) the making of replacements, additions, betterments to, or reconstruction of the Customer's PPF, and expressly including those arising through strict liability and those arising under the constitutions of the United States and of the State of Texas.
- c. The City and Customer shall each be directly responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The City does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefore. Customer assumes all responsibility for the electric service Customer supplies hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by the City and enters the wire or facilities provided by Customer.
- d. For the mutual protection of the Customer and the City, only with the City's prior written authorization, are the connections between the City's service wires and the Customer's service entrance conductors to be energized.
- e. The provisions of this Section 12 shall not be construed to relieve any insurer of its obligation to pay any insurance claim in accordance with the provisions of any valid insurance policy.
- f. If the Customer fails to comply with the insurance provisions of this Agreement, the Customer shall, at its own cost, defend, save harmless and indemnify the City of Denton, its elected officials, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person, or damage to property, including the personnel and property of the City of Denton, to the extent the City of Denton would have been protected had the Customer complied with all such insurance provisions required hereunder. The inclusion of this section is not intended to create any express or implied right in the Customer to elect not to provide the required insurance in Section 13 hereof. The provisions of this subsection shall survive the termination of this Agreement.

13. Insurance Required. Customer represents that, at the time of the execution of this Agreement, Customer has currently in force and effect property insurance on the premises described in Section 3 hereof, in the amount of the current value of the premises, and comprehensive personal liability insurance covering the premises in a minimal amount of not less than \$100,000 per occurrence. Customer further represents that Customer shall maintain such insurance in force for the duration of this Agreement. Customer agrees

Deleted: <#>If the Customer applied and received an incentive from the City, Customer shall comply with all guidelines acknowledged in the GreenSense Incentive Program Manual. If the Customer fails to meet any ongoing Program requirements stated in the GreenSense Incentive Program Manual, Customer shall repay to the City the incentive related the system. The refund amount is calculated as: [incentive received] x [5 – number of full years the system was operational] x 0.2.¶



to provide a copy of the insurance policy or a valid certificate issued by the insurer (in a form satisfactory to the City) to the City prior to any interconnection with DME's electric grid, and shall provide proof of continuing coverage upon reasonable request given to Customer. The insurance herein provided in Section 13 shall, by endorsement to the policy or policies, provide for thirty (30) days written notice to the City prior to cancellation, termination, alteration, or material change of such policy or policies of insurance.

14. Right of Access, Equipment Installation, Removal & Inspection. Upon reasonable notice, the City may send qualified representatives to the premises of the Customer at or immediately before the time the PPF first produces energy to inspect the interconnection, and to observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three (3) days after initial startup of the unit. Following the initial inspection process described above, the City may send an employee to the premises, at reasonable hours, or at any time without notice, in the event of an emergency or hazardous condition, as determined by the City. The City shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its other customers.

15. Disconnection of Unit or Termination of Agreement. The City or Customer may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than thirty (30) days prior to the date of termination. PROVIDED HOWEVER, this Agreement shall automatically terminate upon (1) the disconnection of electric utility service to the premises due to the delinquency of payment of Customer (that is the same rules regarding late payment and disconnection that all other ratepayers of the City have); or (2) the closing of Customer's electric utility account; or (3) a change in the ownership of the premises by Customer; or (4) the failure to maintain the insurance coverage required under Section 13 above; or (5) the failure to comply with all terms of this Agreement.. All PPF equipment shall be completely disconnected and isolated from the Electric Utility System upon termination of this Agreement by either Party. The Customer shall demonstrate to DME's satisfaction that the PPF has been disconnected. The City reserves the right to disconnect the PPF equipment itself or hire a local qualified electrician to perform such work at the sole expense of the Customer, if Customer fails to properly perform such work within seven (7) days of the date of the Agreement termination.

16. Notices. Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- | | |
|---------------------------|------------------------|
| (a) If to the City: | With a copy to: |
| General Manager | City Attorney's Office |
| Denton Municipal Electric | City of Denton |
| 1659 Spencer Road | 215 E. McKinney Street |
| Denton, Texas 76205 | Denton, Texas 76201 |

- (b) If to Customer:
- As provided in Exhibit A

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other Party.

17. Entirety of Agreement and Prior Agreements Superseded; No Oral Modification. This Agreement, including Exhibit A, which is expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable



for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by both Parties.

18. Governing Law and Regulatory Authority. This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and shall be exclusively enforced in accordance with the laws thereof. The provisions and obligations of this Agreement are performable in the City of Denton, Denton County, Texas. Venue shall lie for any lawsuit dealing with this Agreement in the courts of Denton County, Texas.

19. Attorney's Fees. Should either Party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the Party who does not substantially prevail in the proceeding(s) shall pay a reasonable amount of attorney's fees and expenses (including, but not limited to expert witness fees and deposition expenses) incurred by the prevailing Party.

20. Severability. If any term or provision of this Agreement is held by a court to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each illegal, invalid or unenforceable term or provision there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

21. Amendment. This Agreement may be amended only upon mutual agreement of both of the Parties hereto, which amendment will not be effective until it is reduced to writing and executed by the Parties.

22. Invoicing and Payment. Invoicing and payment terms for services associated with this Agreement shall be based upon and consistent with the applicable Ordinances of the City of Denton, Texas.

23. Assignability. Customer and the City agree that this Agreement may not be assigned due to the special nature of the Agreement. Any sale or disposition of the real property and the PPF covered hereby in whole or in part, by Customer will require that the PPF be disconnected from the Electric Utility System until DME has communicated with the new owner about relevant safety issues and until such time as the new owner signs a new Interconnection Agreement with the City.

24. No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

~~25.~~ No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein undertaken and assumed are solely for the use and benefit of the Parties, their successors-in-interest and, where permitted, their assigns.

~~26.~~ Paragraph Headings and Construction of Agreement. The descriptive headings of the various articles and sections of this Agreement have been inserted for the convenience of reference only, and are to be afforded no significance in the interpretation or construction of this Agreement. Both Parties hereto have

Deleted: 25. Entire Agreement. It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by both Parties.¶

Deleted: ¶

Deleted: 6

Deleted: 7



participated in the negotiation and preparation of this Agreement, which shall not be construed either more or less strongly against or for either Party.

27. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

28. Exhibits. All Exhibits to this Agreement are incorporated herewith by reference for all purposes, wherever reference is made to the same.

29. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal and legal representatives, successors, or assigns.

30. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly-authorized representatives on this the [redacted] day of [redacted], 20[redacted].

CITY OF DENTON,
a Texas home-rule municipal corporation

[CUSTOMER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Deleted: 8

Deleted: 9

Deleted: 30

Deleted: 1

Deleted: ¶

Deleted: **GreenSense Solar Photovoltaic (PV) Incentive**¶

The incentive for qualifying interconnected PV system is as follows:¶

¶

PV ONLY

Deleted: All incentives are to be an amount up to \$30,000, not to exceed 50% of total project cost.¶

¶ AC Watt will be calculated as follows: ¶

¶

If DC input is equal to or greater than the micro-inverter

continuous rated AC output = ¶

(Number of inverters) x (Continuous rated AC output)¶

¶

If DC input is equal to or greater than the string inverter

continuous rated AC output = ¶

(Nominal AC output)¶

¶

If DC input is less than the inverter continuous rated AC

output =¶

(Standard Test Condition rating of total system panels) x

(California Energy Commission rated inverter efficiency)¶

¶

The City makes no financial commitment to applicants until an application is accepted and a Letter of Intent (LOI) is issued. The LOI is valid for 90 days for a PV system to be installed. Under extenuating circumstances, applicants may request extensions to their LOI. Requests for LOI extension must be submitted prior to LOI expiration, in writing, accompanied by a detailed explanation of the reason for the delay. Contractor must demonstrate that the cause of the delay is out of their control along with substantial progress toward project completion. Extensions will be granted at the sole discretion of the City. Participants forfeit their incentive reservation once the LOI has expired. Any project not completely installed by September 30, will lose its funding.

¶

Incentives are given in the form of a check to the rebate participant. Customers do not have the option to have rebate sent directly to the contractor. Incentive payment will be issued within four (4) weeks after the system passes final inspections.

¶

Individually metered structures will only qualify for the rebate once per 12 month period and may not exceed \$30,000 in its lifetime. Additional PV installs are subject to

Deleted: **Stand-Alone Distributed Generation**¶

A Stand-Alone Distributed Generation facility is considered to be DG that is not connected to the City's electrical system in any way. Stand-alone facilities shall be installed in a manner that no generated power will export to the City's electrical system.¶

The City neither expressly nor implicitly warrants any wor



City of Denton

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

Legislation Text

File #: PUB23-175, **Version:** 1

AGENDA CAPTION

Consider recommending approval of a resolution approving the City of Denton's GreenSense Incentive Program, GreenSense Incentive Program Manual; delegating authority to the Environmental Services and Sustainability Department for certain amendments to the program; providing for a repealer; providing for a severability clause; and providing for an effective date.



AGENDA INFORMATION SHEET

DEPARTMENT: Environmental Services and Sustainability

ACM: Christine Taylor, Assistant City Manager

DATE: September 25, 2023

SUBJECT

Consider recommending approval of a Resolution approving the City of Denton's GreenSense Incentive Program, GreenSense Incentive Program Manual; delegating authority to the Environmental Services and Sustainability Department for certain amendments to the program; providing for a repealer; providing for a severability clause; and providing for an effective date.

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Promote Sustainability and the Environment.

BACKGROUND

The City of Denton has offered energy efficiency rebate incentives via the GreenSense Incentive Program since 2009. The types of rebates offered, and the corresponding dollar amounts have changed over time to respond to both changes in technology and changes in the market. The dollar amounts for the energy efficiency rebates offered have been constant since FY2018 and the program itself has been unchanged since 2019.

An analysis was completed to gauge the effectiveness of the current energy efficiency rebate program. The items included in the current program are HVAC systems, Radiant Barrier, Solar Screens, Insulation, Windows, Ducts, Smart Thermostat, and Solar Hot Water Heaters. The analysis revealed that in FY2022 the rebate dollars covered 4% of the cost spent by residents on energy efficiency upgrades. This value has steadily declined over the last six years, falling each year from the almost 6% covered in FY2018. As the cost of equipment increases the number of individuals applying for the energy efficiency rebate program has decreased, another possible indication that funding levels are not sufficient to influence energy efficiency upgrade decisions.

The GreenSense Energy Efficiency Program Proposal outlined in the presentation assumes an annual budget of \$1,000,000, subject to City Council approval. This funding would not only go to increasing the effectiveness of current offerings but to diversify the program offerings themselves. Whereas the current funding covered only 4% of cost spent by residents, the proposed structure would provide up to approximately 18% of the cost spent by residents. Each of the current GreenSense offerings were reviewed for their cost effectiveness in reducing electricity consumption and demand, and their proposed funding amounts were adjusted accordingly.

In addition to adjustments to the current offerings, new items that increase energy efficiency, provide demand reduction, and identify system usage are also being proposed as a part of the updated program. These items include rebates for HVAC tune up, a formal line item for the annual fan giveaway, funding to restart the energy auditing program, electric bikes, and funding for weatherization kits to assist our large rental population that does not qualify for the typical items in the program.

An updated program manual is attached.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

August 31, 2022:	Sustainability Framework Advisory Committee
January 23, 2023:	Public Utilities Board
January 27, 2023:	Sustainability Framework Advisory Committee
July 28, 2023:	Sustainability Framework Advisory Committee
August 8, 2023:	Committee on the Environment

FISCAL INFORMATION

Funding for the GreenSense Incentive Program is provided by Denton Municipal Electric. The current budget is \$300,000 for incentives, audits, and fan giveaway. A funding increase to \$1,000,000 has been discussed and the rebate offerings adjusted.

EXHIBITS

1. Agenda Information Sheet
2. Resolution
3. GreenSense Program Manual
4. Presentation

Respectfully submitted:
James Douglas
Conservation Programs Coordinator

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY OF DENTON'S GREENSENSE INCENTIVE PROGRAM, GREENSENSE INCENTIVE PROGRAM MANUAL; DELEGATING AUTHORITY TO THE ENVIRONMENTAL SERVICES AND SUSTAINABILITY DEPARTMENT FOR CERTAIN AMENDMENTS TO THE PROGRAM; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton has made a commitment to energy efficiency and conservation; and

WHEREAS, the objective of the GreenSense Incentive Program is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of Denton Municipal Electric (DME) customers, reducing the peak load of the City's electric system, and, reducing emissions in the state; and

WHEREAS, the GreenSense Incentive Program Manual provides program guidelines, sets rebate and incentive levels, and establishes participant eligibility criteria for customers who choose to participate in the GreenSense Energy Efficiency Incentive Program; and

WHEREAS, the GreenSense Incentive Program Manual affirms the City's commitment to energy efficiency and conservation; and

WHEREAS, the City Council wishes to formally approve the updated GreenSense Incentive Program, and the GreenSense Incentive Program Manual; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitations contained in the preamble of this resolution are incorporated herein by reference and are made a part of this resolution.

SECTION 2. Resolution Number 18-1383 and the GreenSense Initiative Program approved by the same are both repealed and of no further force and effect as they related to the GreenSense Initiative Program only.

SECTION 3. The GreenSense Incentive Program Manual attached as Exhibit "A", is hereby approved by the City Council.

SECTION 4. City Council hereby delegates authority to the Director of Environmental Services and Sustainability, or their designee, to make changes in funding levels to the GreenSense Initiative Program within the approved budget for each fiscal year as well as minor changes that do not conflict with City Council direction. Any such amendments or changes that affect the public's use of the GreenSense Initiative Program will be published promptly on the City's website and social media channels. Any other amendments or changes will be brought forward to City Council for approval.

SECTION 5. All resolutions or parts of resolutions in force when the provisions of this resolution become effective which are inconsistent, or in conflict with the terms or provisions contained in this resolution are hereby repealed to the extent of any such conflict.

SECTION 6. If any section, subsection, paragraph, sentence, clause, phrase, or word in this resolution, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 7. This resolution shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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 _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR


ATTEST:

JESUS SALAZAR, 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@cityo~~
fdenton.com, c=US
Date: 2023.09.21 13:57:38
-05'00'

Program Manual





Table Of Contents

Program Overview

General Requirements

Equipment Specifications

Multi-Family Properties

Additional Programs and Resources

FOR QUESTIONS PLEASE CONTACT



940-349-7733



Rebates@cityofdenton.com



[https://www.cityofdenton.com/
340/Rebates-Resources](https://www.cityofdenton.com/340/Rebates-Resources)

**ONLINE
APPLICATION
AVAILABLE
[CLICK HERE](#)**

Program Overview

The objective of the GreenSense Incentive Program is to reduce energy demand and consumption by encouraging energy conservation, thereby reducing the utility bills of Denton Municipal Electric (DME) customers, reducing peak load, and reducing emissions in the state. The program offers incentives in the form of a cash incentive and/or a credit on the electric service bills of the City's electric retail customers. Cash incentives may be paid to landlords for the installation of energy efficiency upgrades at their property.

In light of costs associated with the Greensense Program and to mitigate potential risks to ratepayers, any participant in the Program must be, at the time this program is applied for and continuing while such program is in effect, a customer in good standing of all Denton Municipal Utilities, including Solid Waste Services. Unless legal review procedures have been invoked in good faith regarding the obligation, a customer in good standing for the purpose of this Rider is defined as a customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City of Denton, Texas during the previous 12 months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual incentive guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancelation of the program by the City. At the time the funds are depleted, no additional applications for participants will be accepted until the next fiscal year.



Program Overview

Application for Payment

In order for energy efficient upgrades to qualify under the Program Guidelines, an Application for Payment form must be completed and submitted within one hundred and eighty (180) days of installation of the energy efficient upgrades. For the overall effects of the energy efficiency upgrades to be measurable and verifiable through the deemed standards approved by the Public Utility Commission of Texas (PUCT), the complete information must be recorded for each installation. Applications for Payment, which must be accompanied by a copy of the invoice detailing work completed and efficiency measures installed as well as any technical data on the installed energy efficient upgrade must be completed and submitted to the Conservation Programs Coordinator, via online or paper form.

Payment

Some energy efficiency upgrades must be permitted and shall be inspected and approved by the City's Building Inspection division, before rebates will be processed. After submitting an Application, customers can expect to receive a rebate in 4 to 10 weeks if approved. Incomplete or erroneous information can cause delays in payment.



Program Requirements

General Requirements

- Applicants must be the property owner
- All equipment must be new when purchased. No leased or lease to purchase equipment will be accepted
- No rebate will be paid on partial installation
- All installations must be for accounts served by Denton Municipal Electric
- All installations must meet the individual specifications detailed in this manual
- All installations must meet all applicable national, local, and manufacturers' codes and specifications
- An itemized and dated invoice from the contractor or retailer must be provided with the application
- All application submissions are subject to lawful verification of identification and entitlement to the Program credit by the City
- A pre and post inspection may be required
- Applications must be submitted to the Conservation Programs coordinator within 180 days of installation

Installers

The installer that installs the prescribed and approved energy efficient upgrades must be registered with the City at the time of installation through the GreenSense Program. To become a registered program installer, submit a GreenSense Installer Form to the Conservation Programs coordinator. Do-It-Yourself installs by property owners qualify for energy efficiency rebates.

The City does not endorse any product, service, individual, or company. Selection of a registered installer/contractor to perform work is the sole decision of the program participant. Any list of registered installers/contractors represents those companies who have registered themselves with the City. There is no work guarantee or warranty, expressed or implied, as to the quality, cost or effectiveness of the work performed by the contractor, employees or subcontractors.

NOTE: Individual rebates are limited to funds availability. The City may change the Program guidelines, payments, and/or discontinue without prior notice



Energy Incentives

<u>Equipment</u>	<u>Rebate/incentive</u>
HVAC (less than 3 ton)	\$1,500
HVAC (greater than 3 ton)	\$2,000
Heat Pump (less than 3 ton)	\$2,000
Heat Pump (greater than 3 ton)	\$2,500
HVAC Tune Up	50% up to \$100
Smart Thermostat	100% up to \$100
Weatherization Materials	50% up to \$100
Radiant Barrier	20% up to \$300
Attic Insulation	50% up to \$1500
Air Duct	30% up to \$400
Solar Screen	50% up to \$500
Windows	30% up to \$1500
E-Bike	50% up to \$1,000
Electric Vehicle	\$1,500
Solar Water Heater	30% up to \$300
Multifamily Upgrades	Combination of Above

Heating Ventilation Air Conditioning Systems (HVAC)

The City is offering a rebate up to \$2500 for the purchase and installation of high-efficiency central air conditioners with gas heat, electric heat pumps, and geothermal heat pumps for existing residential and small commercial facilities. No new construction applications will be accepted.

AC ONLY

1.0 to 2.5 Ton Unit.....	\$1,500
3.0 to 5.0 Ton Unit.....	\$2,000

HEAT PUMP

1.0 to 2.5 Ton Unit.....	\$2,000
3.0 to 5.0 Ton Unit.....	\$2,500

HVAC REQUIREMENTS

- Equipment must have a minimum 16 SEER (15.2 SEER2) rating
- Both condensing unit and evaporator coil must be replaced
- Installations must be permitted, inspected and approved by the City of Denton's Building Inspections Department
- All applications must meet the requirements on page 5 of this manual



HVAC Tune Up

The City is offering a rebate of 50% of the invoice not to exceed \$100 for an HVAC tune up.

HVAC Tune Up Requirements

- Itemized invoice must include cost and date of service
- Structures will only qualify for this rebate once per 12 month period
- All applications must meet the requirements on page 5 of this manual

Smart Thermostat

The City is offering a rebate of 100% of the invoice not to exceed \$100 for the installation of a smart thermostat. No new construction applications will be accepted.

Smart Thermostat Requirements

- Thermostat must offer internet connectivity for remote management
- All applications must meet the requirements on page 5 of this manual



Weatherization Supplies

The City is offering a rebate of 50% of invoice, not to exceed \$100 for supplies needed for DIY (do-it-yourself) weatherization projects. No new construction applications will be accepted.

Weatherization Supplies Requirements

- Materials used should be long-lasting and include, but are not limited to caulk, weather stripping, spray foam, attic door insulated cover, and outlet/switch sealers
- Materials used shall be documented on a receipt or invoice
- All applications must meet requirements on page 5 of this manual

Attic Radiant Barrier

The City is offering a rebate of 20% of the invoice, not to exceed \$300 for the installation of 80% or more reflective radiant barrier in accessible attic space on existing structures. No new construction applications will be accepted.

Radiant Barrier Requirements

- Installations must be on rafters or under decking
- Reflectivity and square footage must be included on invoice and application
- All applications must meet requirements on page 5 of this manual



Attic Insulation

The City is offering a rebate of 50% of invoice, not to exceed \$1,500 for the installation of attic insulation of at least R-49. No new construction applications will be accepted.

Attic Insulation Requirements

- Insulation must meet the minimum R-49 threshold
- Insulation must be installed between conditioned and unconditioned areas
- Garages and other non conditioned areas do not qualify
- The current insulation level of each home must be determined and documented
- Square footage of installation area must be included on invoice and application
- All applications must meet requirements on page 5 of this manual

Air Ducts

The City is offering a rebate of 30%, not to exceed \$400 for the replacement or repair of an air duct system located in unconditioned space. No new construction applications will be accepted.

Air Duct Requirements

- Materials used should be long-lasting materials (mastics, foil tape, aerosol-base sealants).
- The current air loss level of each system shall be determined and documented by the installer
- Materials used shall be documented on invoice (i.e. insulations, mastics, aerosol, etc.)
- Invoice must specify whether home has slab or crawlspace and the number of stories
- All applications must meet requirements on page 5 of this manual



Solar Screens

The City is offering a rebate of 50% of invoice, not to exceed \$500 per structure for the installation of solar screens on windows in conditioned spaces.

Solar Screen Requirements

- Solar Screens must block at least 90 percent of solar heat gain
- Structures will only qualify for this rebate once per 12 month period
- Reflectivity and square footage must be included on invoice and application
- All applications must meet the requirements on page 5 of this manual

Windows

The City is offering a rebate of 30% not to exceed \$1,500 dollars per structure for the installation of energy efficient windows in conditioned spaces.

Window Requirements

- Windows must have a U-Factor of 0.29 or less AND Solar Heat Gain Coefficient (SHGC) of 0.22 or less
- Structures will only qualify for this rebate once per 12-month period
- Window sticker and square footage must be included on invoice and application
- All applications must meet requirements on page 5 of this manual



E-Bike

The City is offering a rebate of 50% of invoice, not to exceed \$1,000 for the purchase of a new E-Bike.

E-Bike Requirements

- E-Bike must be a new purchase, invoice must include all relevant information regarding the E-bike
- All classes of E-Bike are eligible for a rebate as defined by the State of Texas
- E-bike must have two or three wheels and have fully operable pedals
- The electric motor must be 750 watts or less and cannot be gas powered
- Applicants agree to charge E-Bikes during off peak hours and submit a pledge to reduce vehicle miles traveled
- Limit one per account every 3 years

Electric Vehicle

The City is offering a rebate of \$1,500 for the purchase of a Plug-In Electric Vehicle

Electric Vehicle Requirements

- Plug in electric vehicles qualify, including plug-in hybrid-electric
- Additional information for electric vehicles will be required
 - Proof of Purchase
 - Proof of Registration
 - Registration address must be within the City's electric utility service territory and served by the City electric utility
- Applicants agree to charge their Electric Vehicle during off peak hours



Solar Hot Water Heater

The City is offering a rebate of 30% of the invoice not to exceed \$300 per structure for the installation of a solar hot water heater

Solar Water heat Requirements

- Solar water heater must be sized to accomodate a family of four, at minimum
- Solar water heater must preheat water for an electric water heater that is permanently installed at the structure
- Solar water heater must have permanently installed electric back up
- Structure will only qualify for this rebate once per 12-month period
- All applications must meet the requirements on page 5 of this manual

Multifamily Incentives

The city is offering rebates for the purchase and installation of energy efficient upgrades for any existing multifamily complex. No new construction application will be accepted. Rebate dollar amounts not to be exceeded apply per structure.

Requirements

- Applications must be completed and approved PRIOR to installation due to limited fund availability and typical project size
- Applications may be rejected if funding reserves are low
- All requirements for upgrades listed below are the same as the individual incentives detailed in pages 5-12 of this manual.

Please contact 940-349-7733 or
Rebates@cityofdenton.com prior to applying for a
Multifamily property rebate

Upgrade	Incentive	Cap (not to exceed)
Central HVAC	\$1,500 per 1.0 - 2.5 Ton Unit (AC ONLY) \$2,000 per 3.0 - 5.0 Ton Unit (AC ONLY) \$2,000 per 1.0 - 2.5 Ton Unit (Heat Pump) \$2,500 per 3.0 - 5.0 Ton Unit (Heat Pump)	\$12,000
Smart Thermostats	\$20 each	\$400
Attic Insulation	\$0.90 per square foot	\$3,600
Air Ducts	30% of total cost	\$600
Solar Screens	\$3 per square foot	\$1,600
Windows	\$4 per square foot	\$6,000



Additional Programs

The city is offering additional energy efficiency tools and resources as a part of the Greensense Program. These items include but are not limited to the following.

Summer Fan Giveaway

- Fans may be given to DME customers who pre-register or attend an in person event
- Fans assist in reducing both energy consumption and demand
- Fans do not cool the air inside a home but can allow the resident to feel more comfortable at a higher thermostat setting

Weatherization Kits (Renters)

- Unlike homeowners renters do not qualify for the large energy efficiency changes listed in the rest of this manual
- Weatherization kits may be provided to DME customers renting their spaces
- Weatherization kits could consist of a variety of simple but effective energy efficiency measures such as weather stripping, door sweeps, and LED light bulbs.



APPLICATION FORM

Please complete the form below in its entirety for all relevant equipment installed. The Greensense Program Manual outlines all minimum requirements to qualify. Please send completed application forms and all relevant supplemental material (invoices, window stickers, rating verification, etc.) to 1001 S. Mayhill Rd. Denton TX 76210 Attn: Conservation Programs Coordinator or via email to rebates@cityofdenton.com

For questions or application assistance please call 940-349-8205 or email rebates@cityofdenton.com

Name _____ Application Date _____
Address _____ City _____ ZIP _____
Phone _____ DME Account # _____ Email _____
Applicant (please check one) ☐ Resident Home Owner ☐ Tenant ☐ Landlord
If landlord please include mailing address _____

Construction Type ☐ Residential ☐ Commercial Is this a new building ☐ Yes ☐ No
Squarefootage of Building _____ Building Heat Type ☐ Gas ☐ Electric
Number of Floors _____ Slab or Crawlspace ☐ Slab ☐ Crawlspace

Installer Name _____ Installation Date _____
Installer Phone _____ Installer Email _____
City Permit Number (If Applicable) _____

Unit Type ☐ AC Only ☐ Heat Pump SEER/SEER2 ☐ SEER ☐ SEER2
☐ HVAC Starting Tonnage _____ Starting SEER(2) _____
Ending Tonnage _____ Ending SEER(2) _____
AC Serial Number _____
Evaporator Coil Serial Number _____ Cost _____

☐ Smart T-Stat Internet Connectivity? ☐ Yes ☐ No Cost _____

☐ Insulation Starting R-Value _____ Square footage installed _____
Ending R-Value _____ Cost _____

☐ **Windows** # of windows _____ U-Factor _____ Solar heat gain coefficient _____
Sqft of windows _____ Cost _____

☐ **Solar Screens** # of screens _____ % radiation block _____ Type/brand _____
Sqft of screens _____ Cost _____

☐ **Radiant Barrier** % radiation block _____ Type/brand _____
Sqft of screens _____ Cost _____

☐ **Air Duct** Repair or Replace ☐ Repair ☐ Replace Material Type _____
Cost _____

☐ **Weatherization Materials** Material Type (list all) _____
Cost _____

☐ **Solar Hot Water Heater** Tank Capacity _____ Tank location/orientation _____
Model _____ Cost _____

☐ **Electric Vehicle** Battery can be charged at ☐ Lvl 1 (120V) ☐ Lvl 2 (240V) ☐ DC Fast
Vehicle Make _____ Vehicle Model _____ Year _____
Vehicle Identification # _____ Cost _____

I agree to charge my electric vehicle during the off-peak hours of 10PM to 7AM ☐ I agree

☐ **E-Bike** Class ☐ Class 1 ☐ Class 2 ☐ Class 3 Gas power possible ☐ Yes ☐ No
Electric Motor wattage _____

I agree to charge my E-bike during the off-peak hours of 10PM to 7AM ☐ I agree

I agree to use my E-bike to reduce vehicle miles traveled ☐ I agree

Signature _____ Date _____



GreenSense Incentive Program Changes

James (JT) Douglas
Conservation Programs Coordinator
Environmental Services and Sustainability
9/25/2023

PUB23-175, PUB23-177, and PUB23-166



Background

- Initiated in 2009, last incentive adjustments in 2018
- Incentives covered 8% of total costs in 2017 and now cover just 4%
- GreenSense Energy Efficiency Incentives through 2022:
 - \$2,233,682 invested to reduce 41,966,711 kWh (equivalent to 3,498 homes)
 - 19 kWh reduced per dollar spent
- Online applications became available January 2023



GreenSense Incentive Program FY2024

- New items for FY2024 include:
 - E-Bike, HVAC Tune-up, Fan Giveaway, and Weatherization Kit for Renters
- Increase rebates across the board
 - HVAC, Heat Pump, Smart Thermostat, Radiant Barrier, Attic Insulation, Air Duct, Solar Screen, Windows, Solar Water Heater, Weatherization, & Electric Vehicle
 - New incentives are estimated to cover 18% of the total cost for upgrades



Committee and Board Review

- Committee on the Environment
 - August 6, 2023
- Public Utilities Board
 - January 23, 2023, and September 25, 2023
- Sustainability Framework Advisory Committee (SFAC)
 - August 31, 2022, January 27, 2023, and July 28, 2023



PUB 23-177 Action

- Ordinance amendments for the GIP and DGR schedules:
 - GreenSense Incentive Program (GIP) schedule
 - Allow for both **direct cash** GreenSense rebates and bill credits
 - Remove cash incentives for installation of photovoltaic applications
 - Distributed Generation from Renewable Sources Rider (DGR)
 - Option of a Power Purchase Agreement (PPA) for systems **greater than 20kW**



PUB 23-175 Action

- Adopt new Resolution that:
 - Delegates to the Director of Environmental Services & Sustainability
 - Funding adjustments within approved budget
 - Minor changes not in conflict with Council direction
 - Requires prompt publishing of public use impacts
 - Includes the new GreenSense Initiative Program Manual



Change to “Distributed Generation Manual”

Along with some general document cleanup, there are 3 primary changes to the Distributed Generation Manual;

- Clarify that DME has the option to require a purchase power agreement (PPA) for PV systems that are larger than 20kW.
- Add language that allows customer PV systems that are capable of islanding to continue to operate when utility service is lost.
- Pictures of the meter, breakers and breaker box are now required for the permitting application.



Questions?

James Douglas

**Conservation Programs Coordinator
Environmental Services and Sustainability**



9/25/2023

PUB 23-175 / PUB 23-177 / PUB 23-166

8



City of Denton

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

Legislation Text

File #: PUB23-177, **Version:** 1

AGENDA CAPTION

Consider recommending adoption of an ordinance of the City of Denton amending the Schedule of Rates for electric service; providing for a repealer; providing for a severability clause; and providing for an effective date.



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Environmental Services and Sustainability

ACM: Christine Taylor, Assistant City Manager

DATE: September 25, 2023

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton amending the Schedule of Rates for electric service; providing for a repealer; providing for a severability clause; and providing for an effective date.

INFORMATION/BACKGROUND

The proposed Fiscal Year 2023-24 Denton Municipal Electric Operating Budget and CIP were presented to Public Utilities Board (PUB) on August 14, 2023

The following summarizes the proposed changes.

- Discontinue solar rebate and reallocate those funds to GreenSense Rebates
- Clarify the systems greater than 20kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation in lieu of the DGR rate schedule.

DME Staff anticipate the Public Service Commission of Texas will rule on a new Wholesale Electric Service Rate which will go into effect upon their ruling. The ruling is expected to be late September early October. At that time DME staff will put through another change to the electric service rate ordinance.

RECOMMENDATION

Staff recommends the PUB approve changes to the FY 2023-24 Electric Service Rates.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

August 31, 2022:	Sustainability Framework Advisory Committee
January 23, 2023:	Public Utilities Board
January 27, 2023:	Sustainability Framework Advisory Committee
July 28, 2023:	Sustainability Framework Advisory Committee
August 8, 2023:	Committee on the Environment

EXHIBITS

Exhibit 1: Agenda Information Sheet

Exhibit 2: FY2023-24 Electric Service Rates Ordinance Redline

Exhibit 3: FY2023-24 Electric Service Rates Ordinance

Exhibit 4: Presentation

Respectfully submitted:
James Douglas
Conservation Programs Coordinator
940-349-7733

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

ELECTRIC RATE SCHEDULES

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RESIDENTIAL ELECTRIC SERVICE
(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to any Customer for all electric service used for residential purposes in an individual private dwelling or an individually metered apartment, supplied at one point of delivery and measured through one meter. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase Service (R2)	\$ 8.67
	Three-Phase Service (R2)	\$17.33
	Prepaid Service (P2)	\$16.02

plus;

(2)	Usage Charge	Per kWh
	Winter (Billing months of November through April):	
	Tier 1: First 600 kWh	\$0.0684
	Tier 2: Additional kWh	\$0.0455
	Summer (Billing months of May through October):	
	Tier 1: All kWh	\$0.0684

plus;

(3)	Energy Cost Adjustment Charge	See Schedule ECA
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plus;

(4)	Transmission Cost Recovery Factor	See Schedule TCRF
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MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Winter (Billing months of November through April):

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

Summer (Billing months of May through October):

$$\text{Usage Charge} = \text{All kWh} \times \text{Tier 1 Rate per kWh}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GS

GENERAL SERVICE SMALL

(Effective 10/01/23~~10~~)

APPLICATION

Applicable to any commercial customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 21 kW in two consecutive months, account will be adjusted to bill under General Service Medium (GM) and the Customer must remain on the GSM rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
plus;		
(2)	Usage Charge	Per kWh
	Tier 1: First 2,500 kWh	\$0.0852
	Tier 2: Additional kWh	\$0.0446
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\begin{aligned}\text{Usage Charge} = & \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ & \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable}\end{aligned}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GM

GENERAL SERVICE MEDIUM

(Effective 10/01/23~~10~~)

APPLICATION

Applicable to any commercial customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under General Service Large (GSL), and the Customer must remain on the GSL rate for a minimum of twelve (12) billing periods.

Applicable to GSM Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. **(GM2)**

Applicable to GSM Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. **(GM3)**

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1) Facility Charge		Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
plus;		
(2) Demand Charge		Per kW
	All kW	\$4.78
plus;		
(3) Usage Charge		Per kWh
GM	Tier 1: First 6,000 kWh	\$0.0523
	Tier 2: Additional kWh	\$0.0432
GM2	Tier 1: First 6,000 kWh	\$0.0513
	Tier 2: Additional kWh	\$0.0422
GM3	Tier 1: First 6,000 kWh	\$0.0493
	Tier 2: Additional kWh	\$0.0402
plus;		

- plus;
- | | | |
|-----|--|--------------------------|
| (4) | Energy Cost Adjustment Charge | See Schedule ECA |
| (5) | Transmission Cost Recovery Factor | See Schedule TCRF |

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kW demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 21 kW; or (3) seventy percent (70%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GL

GENERAL SERVICE LARGE

(Effective 10/01/23~~10~~)

APPLICATION

Applicable to any commercial customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GSL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. **(GL2)**

Applicable to GSL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. **(GL3)**

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1) Facility Charge		Per Bill
	Three-Phase	\$69.06
plus;		
(2) Demand Charge		Per kVA
	All kVA	\$10.80
plus;		
(3) Usage Charge		Per kWh
GL	Tier 1: First 200,000 kWh	\$0.0245
	Tier 2: Additional kWh	\$0.0140
GL2	Tier 1: First 200,000 kWh	\$0.0235
	Tier 2: Additional kWh	\$0.0130
GL3	Tier 1: First 200,000 kWh	\$0.0215
	Tier 2: Additional kWh	\$0.0110
plus;		

plus;	(4) Energy Cost Adjustment Charge	See Schedule ECA
	(5) Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 250 kVA; or (3) seventy percent (70%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE TG

GENERAL SERVICE TIME OF USE

(Effective 10/01/23~~10~~)

APPLICATION

Applicable to any Customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers electing this Rate must remain on this Rate for a minimum of twelve (12) continuous billing months. If the Customer is new or does not have a history of on-peak use for June through September, and elects to accept service on the TGS Rate, the Customer's demand shall be billed at the GSL Demand Rate until the Customer establishes a separate on-peak and off-peak demand during an on-peak month.

Applicable to TGS Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. **(TG2)**

Applicable to TGS Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. **(TG3)**

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1) Facility Charge		Per Bill
Three-Phase		\$80.54
plus;		
(2) Demand Charge		Per kVA
On-Peak		\$13.76
Off-Peak		\$ 2.72
plus;		
(3) Usage Charge		Per kWh
TG	All kWh	\$0.0082
TG2	All kWh	\$0.0072
TG3	All kWh	\$0.0052
plus;		

- plus;
- | | | |
|-----|--|--------------------------|
| (5) | Energy Cost Adjustment Charge | See Schedule ECA |
| | | |
| (6) | Transmission Cost Recovery Factor | See Schedule TCRF |

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the On-Peak and Off-Peak Demand Charges, regardless of actual energy usage.

DEFINITION OF TIME OF USE HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M. each Monday through Friday, for the months of June through September excluding Independence Day and Labor Day. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

On-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA; or (3) one hundred percent (100%) of the actual maximum on-peak demand similarly determined during the billing months of June through September in the twelve (12) months immediately preceding the current month. The On-Peak Demand Charge will be applied to each billing period.

Off-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA. The Off-Peak Demand Charge will be applied to each billing period.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \text{All kWh} \times \text{Rate per kWh}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOS

LOCAL GOVERNMENT SERVICE SMALL

(Effective 10/01/23~~10~~¹⁹)

APPLICATION

Applicable to any local City, County or School District customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand equals or exceeds 21 kW in two consecutive months, account will be adjusted to bill under Local Government Service Medium (GOM), and the Customer must remain on the GOM Rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby or supplementary service.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
plus;		
(2)	Usage Charge	Per kWh
	Tier 1: First 2,500 kWh	\$0.0852
	Tier 2: Additional kWh	\$0.0446
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \text{All kWh} \times \text{Rate per kWh}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOM

LOCAL GOVERNMENT SERVICE MEDIUM

(Effective 10/01/23~~10~~)

APPLICATION

Applicable to any local City, County, or School District customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under Local Government Service Large (GOL), and the customer must remain on the GOL rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
plus;		
(2)	Demand Charge	Per kW
	All kW	\$4.78
plus;		
(3)	Usage Charge	Per kWh
	Tier 1: First 6,000 kWh	\$0.0523
	Tier 2: Additional kWh	\$0.0432
plus;		
(4)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(5)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) The actual kW demand supplied during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1 kWh} \times \text{Rate per kWh} \\ \text{kWh in Tier 2 kWh} \times \text{Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

The due date for the payment of the bill for utility services shall not be less than ten (10) business days after issuance.

SCHEDULE GOL

LOCAL GOVERNMENT SERVICE LARGE

(Effective 10/01/23~~10~~¹⁹)

APPLICATION

Applicable to any local City, County, or School District customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GOL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. (**GO2**)

Applicable to GOL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. (**GO3**)

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Three-Phase	\$69.06
plus;		
(2)	Demand Charge	Per kVA
	All kVA	\$10.80
plus;		
(3)	Usage Charge	Per kWh
	GOL Tier 1: First 200,000 kWh	\$0.0245
	Tier 2: Additional kWh	\$0.0140
	GO2 Tier 1: First 200,000 kWh	\$0.0235
	Tier 2: Additional kWh	\$0.0130
	GO3 Tier 1: First 200,000 kWh	\$0.0215
	Tier 2: Additional kWh	\$0.0110
plus;		

plus;	(4) Energy Cost Adjustment Charge	See Schedule ECA
	(5) Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE T1

TEMPORARY SERVICE (Effective 10/01/23~~10~~¹⁹)

APPLICATION

Applicable to short term or temporary electric service where a Customer has received a permit. This Rate is not applicable after the certificate of occupancy or building final inspection has been issued.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.61
	Three-Phase	\$22.19
plus;		
(2)	Usage Charge	Per kWh
	All kWh	\$0.0854
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \text{All kWh} \times \text{Rate per kWh}$$

ADDITIONAL TEMPORARY SERVICE CHARGES

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Material that cannot be salvaged shall be billed at the City's Warehouse cost plus twenty five percent (25%), plus applicable sales tax. At the time a temporary service is removed or converted, any loss of the installed material due to negligence or willful action by the Customer will be billed separately to the Customer at replacement cost plus twenty five percent (25%), plus applicable sales tax.
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE AF

ATHLETIC FIELD (Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to all electric service metered at one point for use to light specified areas for athletic events. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service except in conjunction with applicable rider.

NET MONTHLY RATE

plus;	(1)	Facility Charge	Per Bill
		Single-Phase	\$22.75
		Three-Phase	\$34.11
plus:	(2)	Demand Charge	Per kW
		On-Peak	\$6.06
		Off-Peak	\$1.44
plus;	(3)	Usage Charge	Per kWh
		On-Peak	\$0.0977
		Off-Peak	\$0.0489
plus;	(4)	Energy Cost Adjustment Charge	See Schedule ECA
	(5)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge, regardless of actual energy usage.

DEFINITION OF ON-PEAK AND OFF-PEAK HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M., for the months of June through September. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the actual kW demand supplied during the fifteen (15) minute period of maximum use during the current billing period as determined by the City's demand meter.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{On-Peak kWh} \times \text{Rate per kWh} \\ \text{Off Peak kWh} \times \text{Rate per kWh} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LS

STREET LIGHTING (Effective 10/01/21/230)

APPLICATION

Applicable to all street lighting owned and maintained by the City.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	<u>Luminaire Style Type</u>	
	100 W Sodium Cobra (LSA)	\$6.08
	250 W Sodium Cobra (LSB)	\$8.62
	400 W Sodium Cobra (LSC)	\$10.86
	100 W LED Cobra (LSD)	\$6.08
	250 W LED Cobra (LSE)	\$8.62
	400 W LED Cobra (LSF)	\$10.86
	85 W LED Post (LSG)	\$10.86

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA
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ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

<u>Luminaire Type</u>	<u>Bulb Wattage Factor</u>
100 W Sodium (LSA)	48 kWh
250 W Sodium (LSB)	105 kWh
400 W Sodium (LSC)	159 kWh
100 W LED (LSD)	25 kWh
250 W LED (LSE)	96 kWh
400 W LED (LSF)	148 kWh
85 W LED (LSG)	23 kWh

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

TRAFFIC LIGHTING
(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to State and Local Government agencies that operate and maintain their own traffic signals.

METERED TRAFFIC LIGHTING NET MONTHLY RATE (LT)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA
	(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Metered Traffic Lighting Usage Charge shall be based on actual kWh consumption during the billing period. Usage Charge = All kWh x Rate per kWh

UNMETERED TRAFFIC LIGHTING NET ANNUAL RATE (ULT)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA
	(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Unmetered Traffic Lighting Usage Charge shall be based on historical recorded annual kWh consumption. Usage Charge = All kWh x Rate per kWh

Annual Usage = 904 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UFL

UNMETERED SCHOOL ZONE/CROSSING FLASHERS

(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered school zone/crossing flashers.

NET ANNUAL RATE

plus;	(1) Usage Charge	\$0.0664 per kWh
plus;	(2) Energy Cost Adjustment Charge	See Schedule ECA
	(3) Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on historical recorded annual kWh consumption. The total billed usage divided by number of school zone/crossing flashers will determine the average kWh usage. This average consumption will be billed for each school zone/crossing flasher once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = All kWh \times Rate per kWh

Annual Usage = 48 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE USC

UNMETERED SECURITY CAMERA

(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to Local Government agencies that operate and maintain their own unmetered security cameras.

NET ANNUAL RATE

plus;	(1) Facility Charge	\$17.82 per bill
plus;	(2) Usage Charge	\$0.0664 per kWh
plus;	(3) Energy Cost Adjustment Charge	See Schedule ECA
	(1) Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each camera once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per camera × kWh Rate

Annual Usage = 300 kWh per camera per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UWF

UNMETERED WI-FI DEVICES

(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered Wi-Fi devices.

NET ANNUAL RATE

plus;	(1) Facility Charge	\$17.82 per bill
plus;	(2) Usage Charge	\$0.0664 per kWh
plus;	(3) Energy Cost Adjustment Charge	See Schedule ECA
	(4) Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per device × kWh Rate

Annual Usage = 300 kWh per device per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LO

OTHER LIGHTING (Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to Texas Department of Transportation unmetered and metered safety lighting systems and continuous lighting systems as those terms are defined in Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter A, Rule §25.11.

METERED LIGHTING NET MONTHLY RATE (LOB)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA

METERED LIGHTING USAGE CHARGE (LOB)

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

UNMETERED LIGHTING NET MONTHLY RATE (LOA)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA

UNMETERED LIGHTING USAGE CHARGE (LOA)

Billing for the Usage Charge shall be based on estimated kWh consumption during the billing period.

Usage Charge = (kWh Rate x Bulb Wattage/1000) x (Hours of Operation per Billing Period)

Hours of Operation per Billing Period = 333 hours

Bulb Wattage is the rated wattage of the luminaire bulb

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DD

SECURITY LIGHTING

(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to all outdoor area lighting when such lighting facilities are operated as an extension of the City's distribution system.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	<u>Luminaire Type</u>	
	100 W Sodium Vapor (DSA)	\$ 9.61
	250 W Sodium Vapor (DSB)	\$12.71
	400 W Sodium Vapor (DSC)	\$15.32
	250 W Metal Halide (DHA)	\$14.95
	400 W Metal Halide (DHB)	\$17.82
	100 W Equivalent LED (DSD)	\$ 9.61
	250 W Equivalent LED (DSE)	\$12.71
	400 W Equivalent LED (DSF)	\$15.32

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA
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ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

<u>Luminaire Type</u>	<u>Bulb Wattage Factor</u>
100 W Sodium Vapor (DSA)	48 kWh
250 W Sodium Vapor (DSB)	105 kWh
400 W Sodium Vapor (DSC)	159 kWh
250 W Metal Halide (DHA)	105 kWh
400 W Metal Halide (DHB)	159 kWh
100 W Equivalent LED (DSD)	25 kWh
250 W Equivalent LED (DSE)	96 kWh
400 W Equivalent LED (DSF)	148 kWh

TYPE OF SERVICE

The City shall furnish, install, maintain and deliver electric service to automatically controlled lighting fixtures conforming to the City's standards and subject to its published rules and regulations.

Where necessary for proper illumination or where existing poles are inadequate, the City will install or cause to be installed, one (1) wood pole with the necessary lighting hardware and overhead conductor for each installed light, at a distance not to exceed eighty (80') feet from existing lines, at no charge to the Customer. Additional contractual arrangements between the City and the Customer are subject to the Special Facilities Rider.

TERM OF CONTRACT

A two (2) year contract shall be agreed to and signed by each Customer desiring security lighting service authorizing fixed monthly charges, which may be reviewed annually, and to be applied to the Customer's monthly municipal utilities bill. In the event that a Customer requests the removal of the unit or discontinuance of the service prior to completion of two (2) years, the remainder of the contract period shall become due and payable. After the end of the initial two (2) year contract, service shall continue on a month-to-month basis and may be canceled by either party upon thirty (30) days' notice.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DSL

NON-STANDARD STREET LIGHTING

(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to street lighting owned and maintained by the Customer. Availability of this service is contingent on the existence of an executed Special Facilities Rider between the legally responsible party and the City under which the legally responsible party accepts all responsibilities, both legal and financial, related to operation and maintenance of the subject lights, including but not limited to payment of all applicable energy charges.

NET MONTHLY RATE

plus;	(1) Facility Charge	\$9.18 per bill
	(2) Usage Charge	\$0.0664 per kWh
plus;		
	(3) Energy Cost Adjustment Charge	See Schedule ECA

USAGE CHARGE

Current usage charge and ECA rates are multiplied by respective kWh based on the following Bulb Wattage Factors:

<u>Luminaire Type</u>	<u>Bulb Wattage Factor</u>
100 W Sodium Vapor (DLSA)	48 kWh
250 W Sodium Vapor (DLSB)	105 kWh
400 W Sodium Vapor (DLSC)	159 kWh
250 W Metal Halide (DLHA)	105 kWh
400 W Metal Halide (DLHB)	159 kWh

ADDITIONAL SERVICE CHARGES

If the City is required to maintain the privately owned lights to ensure public safety, the owner of the lights may be subject to additional service charges. The additional service charges shall be the actual cost of performing any work required to perform the necessary maintenance including but not limited to:

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Any material needed to repair and/or maintain facilities will be billed at City Warehouse cost plus twenty five percent (25%).
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EGR

ECONOMIC GROWTH RIDER

(Effective 10/01/~~21~~/23~~0~~)

PURPOSE

The purpose of this Rider is to facilitate local economic growth and expand the ad valorem tax base of the City.

AVAILABILITY

This Rider is available to the Customers who:

- (1) Receive service from Rate Schedules GSL or TGS; and
- (2) Pay City ad valorem tax; and
- (3) Receive no electric service discounts other than those specifically defined in the GSL or TGS Rate Schedules.

APPLICATION

This Rider is available to electric service supplied at any one location. It is for firm electric service applicable to new and existing customers as described below, over a five (5) year period. This Rider is available to the following classes of customers:

- (1) New Customers whose electric service represents demand not previously served by the City at any location in the City's service area in the last twelve (12) months, where such metered demand will be in excess of 1,000 kVA and customer load factor must be greater than the City's electric system load factor, as estimated and mutually agreed upon by the General Manager of the City's electric utility and the Customer.
- (2) Existing Customers served under Rate Schedules GSL or TGS who increase their prior existing metered demand by 1,000 kVA and customer load factor must be greater than the City's electric system load factor. This increase shall be verified by sub-metering (at the Customer's expense) the additional load. If sub-metering is not possible, at the discretion of the General Manager of the City's electric utility, the increase may be verified by comparing a three-month rolling average of the new level of demand to the prior demand averaged for corresponding months. During periods in which this verification method cannot be applied, the General Manager and the Customer may develop a mutually agreed-upon formula to estimate the base and additional demand levels.

In light of additional costs associated with the Economic Growth Rider and to mitigate potential risk to ratepayers, any participant in the Economic Growth Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

NET MONTHLY RATE

The Customer shall be charged under the appropriate applicable rate schedules with the exception that the monthly billing demand (for the GSL Rate) or system demand and on-peak demand (for the TGS Rate) will be adjusted in accordance with the following table:

<u>Time Period</u>	<u>Reduction to Billing Demand</u>
First Year	50%
Second Year	40%
Third Year	30%
Fourth Year	20%
Fifth Year	10%

CONTRACT PERIOD

The term of the contract will be for five (5) years.

SCHEDULE GIP

GREENSENSE INCENTIVE PROGRAM

(Effective 10/01/21/230)

PROGRAM SUMMARY

The objective of the GreenSense Incentive Program (“Program”) is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of City Customers, reducing the peak load of the City’s electric system, reducing emissions in the state, and promoting energy conservation. The Program offers incentives, that may be distributed in the form of credits on the electric service bills or cash incentive toof-City retail customers. ~~Cash incentives may be paid to retail customers for the installation of photovoltaic applications.~~

~~In light of additional costs associated with the GreenSense Incentive Program and to mitigate potential risk to ratepayers, a~~Any participant in the GreenSense Incentive Program must be, at the time this program is applied for and continuing while such program is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Program is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancellation of the program by the City. At the time the funds are depleted, no additional applications for participation will be accepted until the next fiscal year.

Qualifying applicants must receive electric service from the City. The program guidelines and payment provisions are subject to change by the City without prior notice. The City may, at any time, discontinue the Program without prior notice. The current program guidelines may be found in the GreenSense Incentive Program Manual located at www.cityofdenton.com.

(Effective 10/01/21/230)

NET MONTHLY RATE

ENERGY COST ADJUSTMENT BALANCING ACCOUNT CALCULATION

$$\text{ECA Balancing Account} = (\text{Beginning ECA Account Balance}) - (\text{Projected Net Energy Cost})$$

Projected Net Energy Cost = For the next fiscal quarter, the electric utility's projected cost of electric load purchases from ERCOT plus all projected electric utility power/energy related costs for that same period including, but not limited to, power production (including the Denton Energy Center debt and all other costs); purchased power; applicable transmission services, losses and congestion; other ERCOT charges; renewable energy credits; and financial and/or physical power/energy trades; less all projected revenue to be received by the electric utility for power/energy related sales and/or trades.

The General Manager of the City's electric utility or his/her designee shall calculate the ECA Balancing Account monthly. In the event that the ECA Balancing Account calculated during the last month of each fiscal quarter (December, March, June, and September) is projected to be over/under collected by \$5,000,000 or more during the next quarter, the General Manager or his/her designee may recommend to the PUB and City Council a revision to the ECA to maintain the City's electric utility in a financially sound position.

ENERGY COST ADJUSTMENT CALCULATION

$$\text{ECA} = [(\text{Projected Net Energy Cost}) + (\text{ECA Balancing Account})] / (\text{Projected kWh sales})$$

ENERGY COST ADJUSTMENT CHARGE

The Energy Cost Adjustment Charge shall be based on actual kWh consumption during the billing period. Energy Cost Adjustment Charge = kWh \times ECA Rate

SCHEDULE RCA

RENEWABLE COST ADJUSTMENT

(Effective 10/01/~~21~~/23~~0~~)

Applicable to any Customer receiving City electric service that owns an on-site distributed generation powered by a renewable resource which is interconnected with the City's electric system.

The Renewable Cost Adjustment (RCA) Rate shall be set by the Public Utilities Board ("PUB"). The RCA Rate shall be reviewed on a quarterly basis and adjusted as defined below to reflect an economically neutral value of distributed generation energy.

NET MONTHLY RATE

(1)	Renewable Cost Adjustment	\$0.0381 per kWh
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RENEWABLE COST ADJUSTMENT CALCULATION

The RCA shall be calculated using the nodal market price and renewable hourly output factor:

$$RCA = (\text{Nodal Market Price}) \times (\text{Renewables Hourly Output}) / (\text{Total Annual Renewables Production})$$

RENEWABLE COST ADJUSTMENT CREDIT

The Renewable Cost Adjustment Charge shall be based on actual kWh delivered from Customer to the City's electric system during the billing period.

$$\text{Renewable Cost Adjustment Credit} = \text{kWh} \times \text{RCA Rate}$$

SCHEDULE TCRF

TRANSMISSION COST RECOVERY FACTOR

(Effective 10/01/~~21~~/23~~0~~)

The Transmission Cost Recovery Factor (TCRF) Rate shall be set by the Public Utilities Board (“PUB”). The TCRF Rate shall be reviewed on a quarterly basis and adjusted as defined below to recover the costs of transmission service within the boundaries of the Electric Reliability Council of Texas (“ERCOT”) region which are billed and charged to the City.

<u>NET MONTHLY RATE</u>	<u>Per kWh</u>
Residential	\$0.00
General Service Small	\$0.00
Local Government Service Small	\$0.00
Temporary Service	\$0.00
Athletic Field	\$0.00
Traffic Lighting	\$0.00
Unmetered Traffic Lighting	\$0.00
Unmetered School Zone/Crossing	\$0.00
Unmetered Security Camera	\$0.00
Unmetered Wi-Fi Devices	\$0.00

<u>NET MONTHLY RATE</u>	<u>Per kW</u>
General Service Medium	\$0.00
Local Government Service Medium	\$0.00

<u>NET MONTHLY RATE</u>	<u>Per kVA</u>
General Service Large	\$0.00
Local Government Service Large	\$0.00
General Service Time Of Use	\$0.00

TRANSMISSION COST RECOVERY FACTOR BALANCING ACCOUNT CALCULATION

The TCRF shall be calculated using the following formula:

TCRF Annual Billing = (Actual monthly net TCOS billing amounts charged by ERCOT transmission service providers to the City) + (Projected increases or decreases PUCT-approved TCOS billing amount charges to ERCOT utilities)

During the last month of each fiscal year quarter (December, March, June, and September), the General Manager of the City’s electric utility or his/her designee shall calculate the TCRF Balancing Account. The TCRF charge will be developed by the City for each applicable customer billing schedule herein, based on projected kWh sales for billing schedules without a demand component and on monthly peak kW for billing schedules with a demand component.

TCRF rate class allocation amount = [(TCRF annual billing) x (Projected rate class kWh usage)] / (Total projected usage for all rate classes).

SCHEDULE DGR

DISTRIBUTED GENERATION FROM RENEWABLE SOURCES RIDER

(Effective 10/01/23~~10~~)

APPLICATION

This Rider is available to ~~any~~ retail Customers receiving electric service under a City electric rate schedule who owns and operates an on-site generating system powered by a renewable resource capable of producing power, and which is interconnected with the City's electric system. Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation in lieu of this rate schedule.

Renewable energy technology is any technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly or indirectly from the sun or wind. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources.

This Rider applies to a Customer-owned generating system that primarily offsets all or part of the Customer's electric service provided by the City. If the Customer-owned generating system is sized such that it produces energy in excess of a Customer's electric consumption, special arrangements and a contract may be necessary. The current interconnection guidelines may be found in the Distributed Generation Manual located at www.cityofdenton.com.

In light of additional costs associated with the Distributed Generation From Renewable Sources Rider and to mitigate potential risk to ratepayers, any participant in the Distributed Generation From Renewable Sources Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

CONDITIONS OF SERVICE

All charges, character of service, and terms and conditions of the electric rate schedule under which the Customer receives service shall apply except as expressly altered by this Rider.

The Customer shall comply with the City's current technical requirements for distributed generation interconnection. The Customer shall obtain approval from the City prior to the installation of the on-site generating system. The Customer shall submit to the City a completed interconnection application form and signed Agreement for Interconnection and Parallel Operation of Distributed Generation before the system installation. The minimum term of an agreement under this Rider is one year, extended automatically unless terminated by either party with sixty (60) days advance written notice.

The Customer is responsible for the costs of interconnecting with the City's electric system, including transformers, service lines, or other equipment determined necessary by the City for safe

installation and operation of the Customer's equipment with the City's electric system. The Customer is responsible for any costs associated with required inspections and permits.

METERING

Metering under this Rider shall be performed by a single meter capable of registering the flow of electricity in two directions (delivered by the City's electric system to the Customer and delivered to the City's electric system by the Customer's system) to determine the Customer's net energy flow.

RATE

Beginning in the billing period after a Customer receives approval from the City, to interconnect the Customer's on-site generating system; all energy generated by the Customer's system and delivered to the City's electric system will be considered renewable energy. The Customer shall be billed for all energy delivered by the City to the Customer under the approved rates.

For any generation delivered by the Customer's system to the City's electric system up to the amount of energy delivered by the City to the Customer, the City shall credit the Customer's account for the energy generated as follows:

$$\text{Generation Credit} = [(\text{kWh delivered from the Customer's approved system}) \times (\text{Customer's base electric service rate})] + [(\text{kWh delivered from the Customer's approved system}) \times (\text{RCA Rate})]$$

For all energy delivered by the Customer's system to the City's electric system that exceeds the amount of energy delivered by the City to the Customer, the City shall credit the Customer's account for the energy generated as follows:

$$\text{Excess Generation Credit} = (\text{kWh delivered from the Customer's system}) \times \text{RCA Rate}$$

Any Billing Period Credit shall be applied to the utility charges due from the Customer to the City for the billing period.

INDEMNIFICATION

The Customer operating the renewable distributed generation system indemnifies the City and holds the City harmless for all damages and injuries to the City, the Customer, or others arising out of Customer's use, ownership or operation of Customer's distributed generation facilities in parallel with the City's system. Customer is solely responsible for providing adequate protection for operating in parallel with the City's system in such a manner that faults or other disturbances on the City's system do not cause damage to the Customer's distributed generation equipment.

SCHEDULE SFR

SPECIAL FACILITIES RIDER

(Effective 10/01/23~~10~~)

- (1) All service shall be offered from available facilities. If a Customer's service characteristics require facilities and devices not normally and readily available at the location where the Customer requests service, the total cost incurred by the City for all facilities installed, buried, relocated and/or removed shall be the responsibility of the Customer and subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing service to the Customer.
- (2) Any contract under this rider is subject to the following approvals:
 - (a) If the total value of the contract is less than \$100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.
 - (b) If the total value of the contract is equal to or greater than \$100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SCHEDULE PAF

POLE ATTACHMENT FEE

(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

This Rate is available to a licensee who desires to access designated poles or conduits owned by the City for the purpose of installing and maintaining their facilities and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

	(1)	Annual Pole Attachment (“APA”)	\$15.57 per attachment
plus;	(2)	On-Pole Conduit Rate	\$15.57 per linear foot
plus;	(3)	In-Ground Conduit Rate	Rate specified pursuant to Schedule SFR
plus;	(4)	Riser Rate	\$160 per riser
plus;	(5)	Miscellaneous Attachments	\$100 per miscellaneous attachment

Note: Annual Rates (2) and (3) listed above are not available on all poles nor in all areas across the City.

APPLICATION PROCESSING COSTS

(1)	Application Filing Fee (per submittal)	\$100 per application
(2)	Per pole cost (review & inspection)	\$25.00 per pole
(3)	Per pole cost (mileage)	\$5.00 per pole

All application processing costs are non-refundable.

If an application being processed is identified as inaccurate or with errors, the licensee will need to resubmit the application and pay the application filing fee again.

MISCELLANEOUS

(1)	The City or City Contractor Performing Analysis	\$225 per pole
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(2)	Unauthorized Attachment Penalty	\$1,000 per attachment per pole
(3)	Undefined Work or Expense	Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE BIF

BANNER INSTALL FEE (Effective 10/01/~~21~~/23~~0~~)

APPLICATION

Applicable to any person who has completed an application and received approval from the City to have a banner installed on facilities owned by the City for the purpose of marketing and publicizing community events shall be assessed a fee based on the following schedule:

NET ANNUAL RATE

Over the Street Banner Install	\$100.00 per banner
Pole One Time Banner Install	\$15.00 per banner
Pole Seasonal Banner Install	\$27.00 per banner

TERMS AND CONDITIONS OF SERVICE

Persons requesting the City install an Over the Street Banner must provide the City with a banner that is no more than three (3) feet tall by thirty-five (35) feet in length with six (6) feet of rope. All Over the Street Banners must be made out of mesh only (fish net type material). A sample of the banner material is recommended for approval. The City's Building Inspections Department requires an application and permit fee of sixty (60) dollars for installation of an Over the Street Banner which needs to be completed prior to contacting the City's electric utility.

Persons requesting the City install a Pole Banner must provide the City's electric utility with a banner that is no more than thirty (30) inches tall by eighty (80) inches in length with openings of two (2) inches. Pole Banners are required to be made of weather beater or vinyl material only. The appropriate application for each type of banner must be completed prior to installation and returned to a representative of the City's Electric Operations and Maintenance Division along with applicable fees listed above, a digital image of the banner, and location requests. The City's electric utility will determine install locations depending on availability. Any banners that promote sponsors or advertisement are strictly prohibited.

PAYMENT

Payment is required to the City at the time the banners are given for installation. Permit fees, when applicable, are due to Building Inspections in order to reserve specific dates.

SCHEDULE WNA

WIRELESS NODE ATTACHMENTS

(Effective 10/01/~~21~~/23~~0~~)

APPLICATION

This Rate is available to a licensee who desires to install and maintain their wireless nodes and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

plus;	(1) Facility Charge	\$17.82 per node
plus;	(2) Usage Charge	\$0.0664 per kWh
plus;	(3) Energy Cost Adjustment Charge	See Schedule ECA
	(4) Transmission Cost Recovery Factor	See Schedule TCRF

METERED USAGE CHARGE

Billing for the Metered Usage Charge shall be based on actual kWh consumption for each device once every twelve (12) months at the end of the fiscal year.

$$\text{Usage Charge} = \text{All kWh per device} \times \text{Rate per kWh}$$

UNMETERED USAGE CHARGE

Billing for the Unmetered Usage Charge shall be based on 1) kWh consumption from similarly installed metered equipment; or 2) technical information of installed equipment provided by licensee, if similar equipment is not already metered. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year.

$$\text{Usage Charge} = \text{Annual kWh per device} \times \text{Rate per kWh}$$

$$\text{Annual Usage} = 2,000 \text{ kWh per device per account (or calculated consumption based on technical information provided by licensee)}$$

MISCELLANEOUS

(1)	Unauthorized Attachment Penalty	\$1,000 per attachment
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(2) Undefined Work or Expense

Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EVCR

ELECTRIC VEHICLE CHARGING RATE

(Effective 10/01/~~21~~/23⁰)

APPLICATION

Applicable to vehicles that utilize charging services from City of Denton owned and operated Level 2 EV chargers.

NET ANNUAL RATE

(1)	Usage Charge	\$0.04 per minute
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USAGE CHARGE

Billing for the Usage Charge shall be based on actual charging time incurred. The billing service will be provided by a third-party vendor

Usage Charge = EV Charging duration × Rate per Minute

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY OF DENTON AMENDING THE SCHEDULE OF RATES FOR ELECTRIC SERVICE; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Schedule of Rates for electrical services as provided for in Chapter 26 of the City of Denton Code of Ordinances, is amended to repeal the current schedules and replace them as follows:

ELECTRIC RATE SCHEDULES

	PAGE
RES Residential Service	2
GS General Service Small	4
GM General Service Medium	6
GL General Service Large	8
TG General Service Time Of Use	10
GOS Local Government Service Small	12
GOM Local Government Service Medium	14
GOL Local Government Service Large	16
T1 Temporary Service	18
AF Athletic Field	20
LS Street Lighting	22
LT Traffic Lighting	23
UFL Unmetered School Zone/Crossing Flashers	24
USC Unmetered Security Camera	25
UWF Unmetered Wi-Fi Devices	26
LO Other Lighting	27
DD Security Lighting	28
DSL Non-Standard Street Lighting	30
EGR Economic Growth Rider	32
GIP GreenSense Incentive Program	34
ECA Energy Cost Adjustment	35
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TCRF Transmission Cost Recovery Factor	37
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EVCR Electric Vehicle Charging Rate	46

RESIDENTIAL ELECTRIC SERVICE
(Effective 10/01/23)

APPLICATION

Applicable to any Customer for all electric service used for residential purposes in an individual private dwelling or an individually metered apartment, supplied at one point of delivery and measured through one meter. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase Service (R2)	\$ 8.67
	Three-Phase Service (R2)	\$17.33
	Prepaid Service (P2)	\$16.02

plus;

(2)	Usage Charge	Per kWh
	Winter (Billing months of November through April):	
	Tier 1: First 600 kWh	\$0.0684
	Tier 2: Additional kWh	\$0.0455
	Summer (Billing months of May through October):	
	Tier 1: All kWh	\$0.0684

plus;

(3)	Energy Cost Adjustment Charge	See Schedule ECA
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plus;

(4)	Transmission Cost Recovery Factor	See Schedule TCRF
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MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Winter (Billing months of November through April):

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

Summer (Billing months of May through October):

$$\text{Usage Charge} = \text{All kWh} \times \text{Tier 1 Rate per kWh}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GS

GENERAL SERVICE SMALL (Effective 10/01/23)

APPLICATION

Applicable to any commercial customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 21 kW in two consecutive months, account will be adjusted to bill under General Service Medium (GM) and the Customer must remain on the GSM rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
	plus;	
(2)	Usage Charge	Per kWh
	Tier 1: First 2,500 kWh	\$0.0852
	Tier 2: Additional kWh	\$0.0446
	plus;	
(3)	Energy Cost Adjustment Charge	See Schedule ECA
	plus;	
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\begin{aligned}\text{Usage Charge} = & \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ & \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable}\end{aligned}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GM

GENERAL SERVICE MEDIUM

(Effective 10/01/23)

APPLICATION

Applicable to any commercial customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under General Service Large (GSL), and the Customer must remain on the GSL rate for a minimum of twelve (12) billing periods.

Applicable to GSM Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. **(GM2)**

Applicable to GSM Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. **(GM3)**

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
	plus;	
(2)	Demand Charge	Per kW
	All kW	\$4.78
	plus;	
(3)	Usage Charge	Per kWh
GM	Tier 1: First 6,000 kWh	\$0.0523
	Tier 2: Additional kWh	\$0.0432
GM2	Tier 1: First 6,000 kWh	\$0.0513
	Tier 2: Additional kWh	\$0.0422
GM3	Tier 1: First 6,000 kWh	\$0.0493
	Tier 2: Additional kWh	\$0.0402
	plus;	

- plus;
- | | | |
|-----|--|--------------------------|
| (4) | Energy Cost Adjustment Charge | See Schedule ECA |
| | | |
| (5) | Transmission Cost Recovery Factor | See Schedule TCRF |

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kW demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 21 kW; or (3) seventy percent (70%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GL

GENERAL SERVICE LARGE

(Effective 10/01/23)

APPLICATION

Applicable to any commercial customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GSL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. **(GL2)**

Applicable to GSL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. **(GL3)**

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Three-Phase	\$69.06
plus;		
(2)	Demand Charge	Per kVA
	All kVA	\$10.80
plus;		
(3)	Usage Charge	Per kWh
GL	Tier 1: First 200,000 kWh	\$0.0245
	Tier 2: Additional kWh	\$0.0140
GL2	Tier 1: First 200,000 kWh	\$0.0235
	Tier 2: Additional kWh	\$0.0130
GL3	Tier 1: First 200,000 kWh	\$0.0215
	Tier 2: Additional kWh	\$0.0110
plus;		

plus;	(4) Energy Cost Adjustment Charge	See Schedule ECA
	(5) Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) 250 kVA; or (3) seventy percent (70%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE TG

GENERAL SERVICE TIME OF USE (Effective 10/01/23)

APPLICATION

Applicable to any Customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers electing this Rate must remain on this Rate for a minimum of twelve (12) continuous billing months. If the Customer is new or does not have a history of on-peak use for June through September, and elects to accept service on the TGS Rate, the Customer's demand shall be billed at the GSL Demand Rate until the Customer establishes a separate on-peak and off-peak demand during an on-peak month.

Applicable to TGS Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. **(TG2)**

Applicable to TGS Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. **(TG3)**

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1) Facility Charge		Per Bill
Three-Phase		\$80.54
plus;		
(2) Demand Charge		Per kVA
On-Peak		\$13.76
Off-Peak		\$ 2.72
plus;		
(3) Usage Charge		Per kWh
TG	All kWh	\$0.0082
TG2	All kWh	\$0.0072
TG3	All kWh	\$0.0052
plus;		

- plus;
- | | | |
|-----|--|--------------------------|
| (5) | Energy Cost Adjustment Charge | See Schedule ECA |
| | | |
| (6) | Transmission Cost Recovery Factor | See Schedule TCRF |

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the On-Peak and Off-Peak Demand Charges, regardless of actual energy usage.

DEFINITION OF TIME OF USE HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M. each Monday through Friday, for the months of June through September excluding Independence Day and Labor Day. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

On-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA; or (3) one hundred percent (100%) of the actual maximum on-peak demand similarly determined during the billing months of June through September in the twelve (12) months immediately preceding the current month. The On-Peak Demand Charge will be applied to each billing period.

Off-Peak Demand Charge for the billing period shall be the greater of: (1) the kVA actual demand supplied during the fifteen (15) minute period of maximum use each month during on-peak hours as recorded by the City's demand meter; or (2) 250 kVA. The Off-Peak Demand Charge will be applied to each billing period.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \text{All kWh} \times \text{Rate per kWh}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOS

LOCAL GOVERNMENT SERVICE SMALL

(Effective 10/01/23)

APPLICATION

Applicable to any local City, County or School District customer having a maximum demand of less than 21 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand equals or exceeds 21 kW in two consecutive months, account will be adjusted to bill under Local Government Service Medium (GOM), and the Customer must remain on the GOM Rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby or supplementary service.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
plus;		
(2)	Usage Charge	Per kWh
	Tier 1: First 2,500 kWh	\$0.0852
	Tier 2: Additional kWh	\$0.0446
plus;		
(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(4)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge as a minimum, regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \text{All kWh} \times \text{Rate per kWh}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE GOM

LOCAL GOVERNMENT SERVICE MEDIUM

(Effective 10/01/23)

APPLICATION

Applicable to any local City, County, or School District customer having a maximum demand that meets or exceeds 21 kW but less than 240 kW in each of the previous twelve (12) months for all electric service supplied at one point of delivery and measured through one meter. If the demand is equal to or exceeds 240 kW in two consecutive months, account will be adjusted to bill under Local Government Service Large (GOL), and the customer must remain on the GOL rate for a minimum of twelve (12) billing periods. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	Single-Phase	\$16.60
	Three-Phase	\$22.17
plus;		
(2)	Demand Charge	Per kW
	All kW	\$4.78
plus;		
(3)	Usage Charge	Per kWh
	Tier 1: First 6,000 kWh	\$0.0523
	Tier 2: Additional kWh	\$0.0432
plus;		
(4)	Energy Cost Adjustment Charge	See Schedule ECA
plus;		
(5)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) The actual kW demand supplied during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly actual demand for any month during the previous billing months of May through October in the twelve (12) months ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1 kWh} \times \text{Rate per kWh} \\ \text{kWh in Tier 2 kWh} \times \text{Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

The due date for the payment of the bill for utility services shall not be less than ten (10) business days after issuance.

SCHEDULE GOL

LOCAL GOVERNMENT SERVICE LARGE

(Effective 10/01/23)

APPLICATION

Applicable to any local City, County, or School District customer having a minimum demand of 240 kW for all electric service supplied at one point of delivery and measured through one meter. Customers who elect to discontinue service under this Rate are ineligible for service under this Rate for twelve (12) months.

Applicable to GOL Customers utilizing City owned and operated facilities and transformation equipment and who are metered at primary voltage. **(GO2)**

Applicable to GOL Customers that own, operate, and maintain all facilities necessary to receive three-phase primary voltage service and all transformation facilities required for conversion to utilization voltage. **(GO3)**

This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service.

MONTHLY RATE

(1)	Facility Charge	Per Bill
	Three-Phase	\$69.06
plus;		
(2)	Demand Charge	Per kVA
	All kVA	\$10.80
plus;		
(3)	Usage Charge	Per kWh
	GOL Tier 1: First 200,000 kWh	\$0.0245
	Tier 2: Additional kWh	\$0.0140
	GO2 Tier 1: First 200,000 kWh	\$0.0235
	Tier 2: Additional kWh	\$0.0130
	GO3 Tier 1: First 200,000 kWh	\$0.0215
	Tier 2: Additional kWh	\$0.0110
plus;		

- | | | |
|-------|--|--------------------------|
| plus; | (4) Energy Cost Adjustment Charge | See Schedule ECA |
| | (5) Transmission Cost Recovery Factor | See Schedule TCRF |

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge plus the Demand Charge, regardless of actual energy usage.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the greater of: (1) the actual monthly kVA demand as measured during the fifteen (15) minute period of maximum use each month; or (2) fifty percent (50%) of the maximum monthly kVA actual demand for any month during the previous billing months of May through October in the twelve (12) month period ending with the current month.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{kWh in Tier 1} \times \text{Tier 1 Rate per kWh} \\ \text{kWh in Tier 2} \times \text{Tier 2 Rate per kWh, if applicable} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE T1

TEMPORARY SERVICE (Effective 10/01/23)

APPLICATION

Applicable to short term or temporary electric service where a Customer has received a permit. This Rate is not applicable after the certificate of occupancy or building final inspection has been issued.

NET MONTHLY RATE

plus;	(1) Facility Charge	Per Bill
	Single-Phase	\$16.61
	Three-Phase	\$22.19
plus;	(2) Usage Charge	Per kWh
	All kWh	\$0.0854
plus;	(3) Energy Cost Adjustment Charge	See Schedule ECA
	(4) Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge regardless of actual energy usage.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \text{All kWh} \times \text{Rate per kWh}$$

ADDITIONAL TEMPORARY SERVICE CHARGES

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Material that cannot be salvaged shall be billed at the City's Warehouse cost plus twenty five percent (25%), plus applicable sales tax. At the time a temporary service is removed or converted, any loss of the installed material due to negligence or willful action by the Customer will be billed separately to the Customer at replacement cost plus twenty five percent (25%), plus applicable sales tax.
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE AF

ATHLETIC FIELD

(Effective 10/01/23)

APPLICATION

Applicable to all electric service metered at one point for use to light specified areas for athletic events. This Rate is not applicable to resale service in any event, or to temporary, standby, or supplementary service except in conjunction with applicable rider.

NET MONTHLY RATE

plus;	(1)	Facility Charge	Per Bill
		Single-Phase	\$22.75
		Three-Phase	\$34.11
plus:	(2)	Demand Charge	Per kW
		On-Peak	\$6.06
		Off-Peak	\$1.44
plus;	(3)	Usage Charge	Per kWh
		On-Peak	\$0.0977
		Off-Peak	\$0.0489
plus;	(4)	Energy Cost Adjustment Charge	See Schedule ECA
	(5)	Transmission Cost Recovery Factor	See Schedule TCRF

MINIMUM BILLING

For each billing period, the Customer shall be obligated to pay the Facility Charge, regardless of actual energy usage.

DEFINITION OF ON-PEAK AND OFF-PEAK HOURS

The City's on-peak hours, for the purpose of this rate schedule, are designated as being from 2:00 P.M. to 7:00 P.M., for the months of June through September. The City's on-peak hours may be changed from time to time.

The City's off-peak hours, for the purpose of this rate schedule, shall be all hours not designated as on-peak hours.

DETERMINATION OF DEMAND

The demand used in calculating the Demand Charge for the billing period shall be the actual kW demand supplied during the fifteen (15) minute period of maximum use during the current billing period as determined by the City's demand meter.

USAGE CHARGE

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

$$\text{Usage Charge} = \begin{array}{l} \text{On-Peak kWh} \times \text{Rate per kWh} \\ \text{Off Peak kWh} \times \text{Rate per kWh} \end{array}$$

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LS

STREET LIGHTING (Effective 10/01/23)

APPLICATION

Applicable to all street lighting owned and maintained by the City.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	<u>Luminaire Style Type</u>	
	100 W Sodium Cobra (LSA)	\$6.08
	250 W Sodium Cobra (LSB)	\$8.62
	400 W Sodium Cobra (LSC)	\$10.86
	100 W LED Cobra (LSD)	\$6.08
	250 W LED Cobra (LSE)	\$8.62
	400 W LED Cobra (LSF)	\$10.86
	85 W LED Post (LSG)	\$10.86

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA
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ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

<u>Luminaire Type</u>	<u>Bulb Wattage Factor</u>
100 W Sodium (LSA)	48 kWh
250 W Sodium (LSB)	105 kWh
400 W Sodium (LSC)	159 kWh
100 W LED (LSD)	25 kWh
250 W LED (LSE)	96 kWh
400 W LED (LSF)	148 kWh
85 W LED (LSG)	23 kWh

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

TRAFFIC LIGHTING (Effective 10/01/23)

APPLICATION

Applicable to State and Local Government agencies that operate and maintain their own traffic signals.

METERED TRAFFIC LIGHTING NET MONTHLY RATE (LT)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA
	(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Metered Traffic Lighting Usage Charge shall be based on actual kWh consumption during the billing period. Usage Charge = All kWh x Rate per kWh

UNMETERED TRAFFIC LIGHTING NET ANNUAL RATE (ULT)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA
	(3)	Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Unmetered Traffic Lighting Usage Charge shall be based on historical recorded annual kWh consumption. Usage Charge = All kWh x Rate per kWh

Annual Usage = 904 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UFL

UNMETERED SCHOOL ZONE/CROSSING FLASHERS (Effective 10/01/23)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered school zone/crossing flashers.

NET ANNUAL RATE

plus;	(1) Usage Charge	\$0.0664 per kWh
plus;	(2) Energy Cost Adjustment Charge	See Schedule ECA
	(3) Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on historical recorded annual kWh consumption. The total billed usage divided by number of school zone/crossing flashers will determine the average kWh usage. This average consumption will be billed for each school zone/crossing flasher once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = All kWh \times Rate per kWh

Annual Usage = 48 kWh per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE USC

UNMETERED SECURITY CAMERA (Effective 10/01/23)

APPLICATION

Applicable to Local Government agencies that operate and maintain their own unmetered security cameras.

NET ANNUAL RATE

plus;	(1) Facility Charge	\$17.82 per bill
plus;	(2) Usage Charge	\$0.0664 per kWh
plus;	(3) Energy Cost Adjustment Charge	See Schedule ECA
	(1) Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each camera once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per camera × kWh Rate

Annual Usage = 300 kWh per camera per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE UWF

UNMETERED WI-FI DEVICES (Effective 10/01/23)

APPLICATION

Applicable to local government agencies that operate and maintain their own unmetered Wi-Fi devices.

NET ANNUAL RATE

plus;	(1) Facility Charge	\$17.82 per bill
plus;	(2) Usage Charge	\$0.0664 per kWh
plus;	(3) Energy Cost Adjustment Charge	See Schedule ECA
	(4) Transmission Cost Recovery Factor	See Schedule TCRF

USAGE CHARGE

Billing for the Usage Charge shall be based on technical information of installed equipment. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year. Any accounts that are added during the year will be billed on prorated consumption.

Usage Charge = annual kWh per device × kWh Rate

Annual Usage = 300 kWh per device per account

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE LO

OTHER LIGHTING (Effective 10/01/23)

APPLICATION

Applicable to Texas Department of Transportation unmetered and metered safety lighting systems and continuous lighting systems as those terms are defined in Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter A, Rule §25.11.

METERED LIGHTING NET MONTHLY RATE (LOB)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA

METERED LIGHTING USAGE CHARGE (LOB)

Billing for the Usage Charge shall be based on actual kWh consumption during the billing period.

Usage Charge = All kWh × Rate per kWh

UNMETERED LIGHTING NET MONTHLY RATE (LOA)

plus;	(1)	Usage Charge	\$0.0664 per kWh
	(2)	Energy Cost Adjustment Charge	See Schedule ECA

UNMETERED LIGHTING USAGE CHARGE (LOA)

Billing for the Usage Charge shall be based on estimated kWh consumption during the billing period.

Usage Charge = (kWh Rate x Bulb Wattage/1000) x (Hours of Operation per Billing Period)

Hours of Operation per Billing Period = 333 hours

Bulb Wattage is the rated wattage of the luminaire bulb

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DD

SECURITY LIGHTING

(Effective 10/01/23)

APPLICATION

Applicable to all outdoor area lighting when such lighting facilities are operated as an extension of the City's distribution system.

NET MONTHLY RATE

(1)	Facility Charge	Per Bill
	<u>Luminaire Type</u>	
	100 W Sodium Vapor (DSA)	\$ 9.61
	250 W Sodium Vapor (DSB)	\$12.71
	400 W Sodium Vapor (DSC)	\$15.32
	250 W Metal Halide (DHA)	\$14.95
	400 W Metal Halide (DHB)	\$17.82
	100 W Equivalent LED (DSD)	\$ 9.61
	250 W Equivalent LED (DSE)	\$12.71
	400 W Equivalent LED (DSF)	\$15.32

plus;

(2)	Energy Cost Adjustment Charge	See Schedule ECA
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ENERGY COST ADJUSTMENT CHARGE

Current ECA multiplied by respective kWh based on the following Bulb Wattage Factors:

<u>Luminaire Type</u>	<u>Bulb Wattage Factor</u>
100 W Sodium Vapor (DSA)	48 kWh
250 W Sodium Vapor (DSB)	105 kWh
400 W Sodium Vapor (DSC)	159 kWh
250 W Metal Halide (DHA)	105 kWh
400 W Metal Halide (DHB)	159 kWh
100 W Equivalent LED (DSD)	25 kWh
250 W Equivalent LED (DSE)	96 kWh
400 W Equivalent LED (DSF)	148 kWh

TYPE OF SERVICE

The City shall furnish, install, maintain and deliver electric service to automatically controlled lighting fixtures conforming to the City's standards and subject to its published rules and regulations.

Where necessary for proper illumination or where existing poles are inadequate, the City will install or cause to be installed, one (1) wood pole with the necessary lighting hardware and overhead conductor for each installed light, at a distance not to exceed eighty (80') feet from existing lines, at no charge to the Customer. Additional contractual arrangements between the City and the Customer are subject to the Special Facilities Rider.

TERM OF CONTRACT

A two (2) year contract shall be agreed to and signed by each Customer desiring security lighting service authorizing fixed monthly charges, which may be reviewed annually, and to be applied to the Customer's monthly municipal utilities bill. In the event that a Customer requests the removal of the unit or discontinuance of the service prior to completion of two (2) years, the remainder of the contract period shall become due and payable. After the end of the initial two (2) year contract, service shall continue on a month-to-month basis and may be canceled by either party upon thirty (30) days' notice.

SPECIAL FACILITIES

All services which require special facilities in order to meet Customer's service requirements shall be provided, subject to Special Facilities Rider.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE DSL

NON-STANDARD STREET LIGHTING

(Effective 10/01/23)

APPLICATION

Applicable to street lighting owned and maintained by the Customer. Availability of this service is contingent on the existence of an executed Special Facilities Rider between the legally responsible party and the City under which the legally responsible party accepts all responsibilities, both legal and financial, related to operation and maintenance of the subject lights, including but not limited to payment of all applicable energy charges.

NET MONTHLY RATE

plus;	(1) Facility Charge	\$9.18 per bill
	(2) Usage Charge	\$0.0664 per kWh
plus;		
	(3) Energy Cost Adjustment Charge	See Schedule ECA

USAGE CHARGE

Current usage charge and ECA rates are multiplied by respective kWh based on the following Bulb Wattage Factors:

<u>Luminaire Type</u>	<u>Bulb Wattage Factor</u>
100 W Sodium Vapor (DLSA)	48 kWh
250 W Sodium Vapor (DLSB)	105 kWh
400 W Sodium Vapor (DLSC)	159 kWh
250 W Metal Halide (DLHA)	105 kWh
400 W Metal Halide (DLHB)	159 kWh

ADDITIONAL SERVICE CHARGES

If the City is required to maintain the privately owned lights to ensure public safety, the owner of the lights may be subject to additional service charges. The additional service charges shall be the actual cost of performing any work required to perform the necessary maintenance including but not limited to:

Labor	Regular time or overtime labor hourly rates in effect at the time the work is performed for all personnel performing the work. Labor charges shall be based on a one (1) hour minimum with all additional time above the minimum to be measured to the nearest one-quarter hour.
Transportation	To be billed by hours or miles, as applicable, according to the estimated cost of operating the required equipment.
Material	Any material needed to repair and/or maintain facilities will be billed at City Warehouse cost plus twenty five percent (25%).
Administrative Fee	Ten percent (10%) of the total labor, transportation, and material costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EGR

ECONOMIC GROWTH RIDER

(Effective 10/01/23)

PURPOSE

The purpose of this Rider is to facilitate local economic growth and expand the ad valorem tax base of the City.

AVAILABILITY

This Rider is available to the Customers who:

- (1) Receive service from Rate Schedules GSL or TGS; and
- (2) Pay City ad valorem tax; and
- (3) Receive no electric service discounts other than those specifically defined in the GSL or TGS Rate Schedules.

APPLICATION

This Rider is available to electric service supplied at any one location. It is for firm electric service applicable to new and existing customers as described below, over a five (5) year period. This Rider is available to the following classes of customers:

- (1) New Customers whose electric service represents demand not previously served by the City at any location in the City's service area in the last twelve (12) months, where such metered demand will be in excess of 1,000 kVA and customer load factor must be greater than the City's electric system load factor, as estimated and mutually agreed upon by the General Manager of the City's electric utility and the Customer.
- (2) Existing Customers served under Rate Schedules GSL or TGS who increase their prior existing metered demand by 1,000 kVA and customer load factor must be greater than the City's electric system load factor. This increase shall be verified by sub-metering (at the Customer's expense) the additional load. If sub-metering is not possible, at the discretion of the General Manager of the City's electric utility, the increase may be verified by comparing a three-month rolling average of the new level of demand to the prior demand averaged for corresponding months. During periods in which this verification method cannot be applied, the General Manager and the Customer may develop a mutually agreed-upon formula to estimate the base and additional demand levels.

In light of additional costs associated with the Economic Growth Rider and to mitigate potential risk to ratepayers, any participant in the Economic Growth Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

NET MONTHLY RATE

The Customer shall be charged under the appropriate applicable rate schedules with the exception that the monthly billing demand (for the GSL Rate) or system demand and on-peak demand (for the TGS Rate) will be adjusted in accordance with the following table:

<u>Time Period</u>	<u>Reduction to Billing Demand</u>
First Year	50%
Second Year	40%
Third Year	30%
Fourth Year	20%
Fifth Year	10%

CONTRACT PERIOD

The term of the contract will be for five (5) years.

SCHEDULE GIP

GREENSENSE INCENTIVE PROGRAM

(Effective 10/01/23)

PROGRAM SUMMARY

The objective of the GreenSense Incentive Program (“Program”) is to reduce energy demand and consumption by promoting energy conservation, thereby reducing the utility bills of City Customers, reducing the peak load of the City’s electric system, reducing emissions in the state, and promoting energy conservation. The Program offers incentives, that may be distributed in the form of credits on the electric service bills or cash incentive to City retail customers.

Any participant in the GreenSense Incentive Program must be, at the time this program is applied for and continuing while such program is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Program is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

Program applicants will be able to qualify for multiple incentives simultaneously, unless specified in the individual guidelines. A separate application may be necessary for each incentive. The Program will be in effect each fiscal year beginning on October 1, until the allotted funding is depleted or until cancellation of the program by the City. At the time the funds are depleted, no additional applications for participation will be accepted until the next fiscal year.

Qualifying applicants must receive electric service from the City. The program guidelines and payment provisions are subject to change by the City without prior notice. The City may, at any time, discontinue the Program without prior notice. The current program guidelines may be found in the GreenSense Incentive Program Manual located at www.cityofdenton.com.

SCHEDULE RCA

RENEWABLE COST ADJUSTMENT

(Effective 10/01/23)

Applicable to any Customer receiving City electric service that owns an on-site distributed generation powered by a renewable resource which is interconnected with the City's electric system.

The Renewable Cost Adjustment (RCA) Rate shall be set by the Public Utilities Board ("PUB"). The RCA Rate shall be reviewed on a quarterly basis and adjusted as defined below to reflect an economically neutral value of distributed generation energy.

NET MONTHLY RATE

(1)	Renewable Cost Adjustment	\$0.0381 per kWh
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RENEWABLE COST ADJUSTMENT CALCULATION

The RCA shall be calculated using the nodal market price and renewable hourly output factor:

$$\text{RCA} = (\text{Nodal Market Price}) \times (\text{Renewables Hourly Output}) / (\text{Total Annual Renewables Production})$$

RENEWABLE COST ADJUSTMENT CREDIT

The Renewable Cost Adjustment Charge shall be based on actual kWh delivered from Customer to the City's electric system during the billing period.

$$\text{Renewable Cost Adjustment Credit} = \text{kWh} \times \text{RCA Rate}$$

SCHEDULE TCRF

TRANSMISSION COST RECOVERY FACTOR

(Effective 10/01/23)

The Transmission Cost Recovery Factor (TCRF) Rate shall be set by the Public Utilities Board (“PUB”). The TCRF Rate shall be reviewed on a quarterly basis and adjusted as defined below to recover the costs of transmission service within the boundaries of the Electric Reliability Council of Texas (“ERCOT”) region which are billed and charged to the City.

<u>NET MONTHLY RATE</u>	<u>Per kWh</u>
Residential	\$0.00
General Service Small	\$0.00
Local Government Service Small	\$0.00
Temporary Service	\$0.00
Athletic Field	\$0.00
Traffic Lighting	\$0.00
Unmetered Traffic Lighting	\$0.00
Unmetered School Zone/Crossing	\$0.00
Unmetered Security Camera	\$0.00
Unmetered Wi-Fi Devices	\$0.00

<u>NET MONTHLY RATE</u>	<u>Per kW</u>
General Service Medium	\$0.00
Local Government Service Medium	\$0.00

<u>NET MONTHLY RATE</u>	<u>Per kVA</u>
General Service Large	\$0.00
Local Government Service Large	\$0.00
General Service Time Of Use	\$0.00

TRANSMISSION COST RECOVERY FACTOR BALANCING ACCOUNT CALCULATION

The TCRF shall be calculated using the following formula:

TCRF Annual Billing = (Actual monthly net TCOS billing amounts charged by ERCOT transmission service providers to the City) + (Projected increases or decreases PUCT-approved TCOS billing amount charges to ERCOT utilities)

During the last month of each fiscal year quarter (December, March, June, and September), the General Manager of the City’s electric utility or his/her designee shall calculate the TCRF Balancing Account. The TCRF charge will be developed by the City for each applicable customer billing schedule herein, based on projected kWh sales for billing schedules without a demand component and on monthly peak kW for billing schedules with a demand component.

TCRF rate class allocation amount = [(TCRF annual billing) x (Projected rate class kWh usage)] / (Total projected usage for all rate classes).

SCHEDULE DGR

DISTRIBUTED GENERATION FROM RENEWABLE SOURCES RIDER

(Effective 10/01/23)

APPLICATION

This Rider is available to retail Customers receiving electric service under a City electric rate schedule who owns and operates an on-site generating system powered by a renewable resource capable of producing power, and which is interconnected with the City's electric system. Systems greater than 20 kW may be required to enter into a Purchase Power Agreement (PPA) applicable to their specific situation in lieu of this rate schedule. Renewable energy technology is any technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly or indirectly from the sun or wind. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources.

This Rider applies to a Customer-owned generating system that primarily offsets all or part of the Customer's electric service provided by the City. If the Customer-owned generating system is sized such that it produces energy in excess of a Customer's electric consumption, special arrangements and a contract may be necessary. The current interconnection guidelines may be found in the Distributed Generation Manual located at www.cityofdenton.com.

In light of additional costs associated with the Distributed Generation From Renewable Sources Rider and to mitigate potential risk to ratepayers, any participant in the Distributed Generation From Renewable Sources Rider must be, at the time this Rider is applied for and continuing while such Rider is in effect, a Customer in good standing of all City utilities, including solid waste services. Unless legal review procedures have been invoked in good faith regarding the obligation, a Customer in good standing for the purpose of this Rider is defined as a Customer not owing any unpaid utility or solid waste debt obligation that is over forty-five (45) days past due to the City during the previous twelve (12) months.

CONDITIONS OF SERVICE

All charges, character of service, and terms and conditions of the electric rate schedule under which the Customer receives service shall apply except as expressly altered by this Rider.

The Customer shall comply with the City's current technical requirements for distributed generation interconnection. The Customer shall obtain approval from the City prior to the installation of the on-site generating system. The Customer shall submit to the City a completed interconnection application form and signed Agreement for Interconnection and Parallel Operation of Distributed Generation before the system installation. The minimum term of an agreement under this Rider is one year, extended automatically unless terminated by either party with sixty (60) days advance written notice.

The Customer is responsible for the costs of interconnecting with the City's electric system, including transformers, service lines, or other equipment determined necessary by the City for safe installation and operation of the Customer's equipment with the City's electric system. The

Customer is responsible for any costs associated with required inspections and permits.

METERING

Metering under this Rider shall be performed by a single meter capable of registering the flow of electricity in two directions (delivered by the City's electric system to the Customer and delivered to the City's electric system by the Customer's system) to determine the Customer's net energy flow.

RATE

Beginning in the billing period after a Customer receives approval from the City, to interconnect the Customer's on-site generating system; all energy generated by the Customer's system and delivered to the City's electric system will be considered renewable energy. The Customer shall be billed for all energy delivered by the City to the Customer under the approved rates.

For any generation delivered by the Customer's system to the City's electric system up to the amount of energy delivered by the City to the Customer, the City shall credit the Customer's account for the energy generated as follows:

$$\text{Generation Credit} = [(\text{kWh delivered from the Customer's approved system}) \times (\text{Customer's base electric service rate})] + [(\text{kWh delivered from the Customer's approved system}) \times (\text{RCA Rate})]$$

For all energy delivered by the Customer's system to the City's electric system that exceeds the amount of energy delivered by the City to the Customer, the City shall credit the Customer's account for the energy generated as follows:

$$\text{Excess Generation Credit} = (\text{kWh delivered from the Customer's system}) \times \text{RCA Rate}$$

Any Billing Period Credit shall be applied to the utility charges due from the Customer to the City for the billing period.

INDEMNIFICATION

THE CUSTOMER OPERATING THE RENEWABLE DISTRIBUTED GENERATION SYSTEM INDEMNIFIES THE CITY AND HOLDS THE CITY HARMLESS FOR ALL DAMAGES AND INJURIES TO THE CITY, THE CUSTOMER, OR OTHERS ARISING OUT OF CUSTOMER'S USE, OWNERSHIP OR OPERATION OF CUSTOMER'S DISTRIBUTED GENERATION FACILITIES IN PARALLEL WITH THE CITY'S SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FOR OPERATING IN PARALLEL WITH THE CITY'S SYSTEM IN SUCH A MANNER THAT FAULTS OR OTHER DISTURBANCES ON THE CITY'S SYSTEM DO NOT CAUSE DAMAGE TO THE CUSTOMER'S DISTRIBUTED GENERATION EQUIPMENT.

SCHEDULE SFR

SPECIAL FACILITIES RIDER

(Effective 10/01/23)

- (1) All service shall be offered from available facilities. If a Customer's service characteristics require facilities and devices not normally and readily available at the location where the Customer requests service, the total cost incurred by the City for all facilities installed, buried, relocated and/or removed shall be the responsibility of the Customer and subject to a contract entered into between the City and the Customer. This contract shall be signed by both parties prior to the City providing service to the Customer.
- (2) Any contract under this rider is subject to the following approvals:
 - (a) If the total value of the contract is less than \$100,000, the contract may be approved by the City Manager, or his designee. If a contract under this subsection is not approved by the City Manager, or his designee, then it must be recommended for approval by the Public Utilities Board and approved by the City Council.
 - (b) If the total value of the contract is equal to or greater than \$100,000, the contract must be recommended for approval by the Public Utilities Board and approved by the City Council.

SCHEDULE PAF

POLE ATTACHMENT FEE

(Effective 10/01/23)

APPLICATION

This Rate is available to a licensee who desires to access designated poles or conduits owned by the City for the purpose of installing and maintaining their facilities and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

	(1)	Annual Pole Attachment (“APA”)	\$15.57 per attachment
plus;	(2)	On-Pole Conduit Rate	\$15.57 per linear foot
plus;	(3)	In-Ground Conduit Rate	Rate specified pursuant to Schedule SFR
plus;	(4)	Riser Rate	\$160 per riser
plus;	(5)	Miscellaneous Attachments	\$100 per miscellaneous attachment

Note: Annual Rates (2) and (3) listed above are not available on all poles nor in all areas across the City.

APPLICATION PROCESSING COSTS

(1)	Application Filing Fee (per submittal)	\$100 per application
(2)	Per pole cost (review & inspection)	\$25.00 per pole
(3)	Per pole cost (mileage)	\$5.00 per pole

All application processing costs are non-refundable.

If an application being processed is identified as inaccurate or with errors, the licensee will need to resubmit the application and pay the application filing fee again.

MISCELLANEOUS

(1)	The City or City Contractor Performing Analysis	\$225 per pole
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(2)	Unauthorized Attachment Penalty	\$1,000 per attachment per pole
(3)	Undefined Work or Expense	Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE BIF

BANNER INSTALL FEE (Effective 10/01/23)

APPLICATION

Applicable to any person who has completed an application and received approval from the City to have a banner installed on facilities owned by the City for the purpose of marketing and publicizing community events shall be assessed a fee based on the following schedule:

NET ANNUAL RATE

Over the Street Banner Install	\$100.00 per banner
Pole One Time Banner Install	\$15.00 per banner
Pole Seasonal Banner Install	\$27.00 per banner

TERMS AND CONDITIONS OF SERVICE

Persons requesting the City install an Over the Street Banner must provide the City with a banner that is no more than three (3) feet tall by thirty-five (35) feet in length with six (6) feet of rope. All Over the Street Banners must be made out of mesh only (fish net type material). A sample of the banner material is recommended for approval. The City's Building Inspections Department requires an application and permit fee of sixty (60) dollars for installation of an Over the Street Banner which needs to be completed prior to contacting the City's electric utility.

Persons requesting the City install a Pole Banner must provide the City's electric utility with a banner that is no more than thirty (30) inches tall by eighty (80) inches in length with openings of two (2) inches. Pole Banners are required to be made of weather beater or vinyl material only. The appropriate application for each type of banner must be completed prior to installation and returned to a representative of the City's Electric Operations and Maintenance Division along with applicable fees listed above, a digital image of the banner, and location requests. The City's electric utility will determine install locations depending on availability. Any banners that promote sponsors or advertisement are strictly prohibited.

PAYMENT

Payment is required to the City at the time the banners are given for installation. Permit fees, when applicable, are due to Building Inspections in order to reserve specific dates.

SCHEDULE WNA

WIRELESS NODE ATTACHMENTS

(Effective 10/01/23)

APPLICATION

This Rate is available to a licensee who desires to install and maintain their wireless nodes and associated equipment to provide services to the public. An agreement between such entity and the City shall be executed separate from, but will reference, the following rate schedule:

NET ANNUAL RATE

	(1)	Facility Charge	\$17.82 per node
plus;	(2)	Usage Charge	\$0.0664 per kWh
plus;	(3)	Energy Cost Adjustment Charge	See Schedule ECA
plus;	(4)	Transmission Cost Recovery Factor	See Schedule TCRF

METERED USAGE CHARGE

Billing for the Metered Usage Charge shall be based on actual kWh consumption for each device once every twelve (12) months at the end of the fiscal year.

$$\text{Usage Charge} = \text{All kWh per device} \times \text{Rate per kWh}$$

UNMETERED USAGE CHARGE

Billing for the Unmetered Usage Charge shall be based on 1) kWh consumption from similarly installed metered equipment; or 2) technical information of installed equipment provided by licensee, if similar equipment is not already metered. This calculated consumption will be billed for each device once every twelve (12) months at the end of the fiscal year.

$$\text{Usage Charge} = \text{Annual kWh per device} \times \text{Rate per kWh}$$

$$\text{Annual Usage} = 2,000 \text{ kWh per device per account (or calculated consumption based on technical information provided by licensee)}$$

MISCELLANEOUS

(1)	Unauthorized Attachment Penalty	\$1,000 per attachment
-----	---------------------------------	------------------------

(2) Undefined Work or Expense

Rate pursuant to Schedule SFR

MAKE READY COSTS

Licensees will be required to pay for any work done or contracted by the City, including but not limited to make ready work and any installed, used or maintained facilities in violation of the Agreement that the licensee has not corrected. The City will invoice licensee, and licensee must pay, for identified expenses as needed before any work will begin and shall include all reasonable fully loaded material (including any applicable overhead), labor, engineering, transportation and administrative costs.

PAYMENT

Bills are due when rendered and become past due if not paid within fifteen (15) calendar days from date of issuance.

SCHEDULE EVCR

ELECTRIC VEHICLE CHARGING RATE (Effective 10/01/23)

APPLICATION

Applicable to vehicles that utilize charging services from City of Denton owned and operated Level 2 EV chargers.

NET ANNUAL RATE

(1)	Usage Charge	\$0.04 per minute
-----	--------------	-------------------

USAGE CHARGE

Billing for the Usage Charge shall be based on actual charging time incurred. The billing service will be provided by a third-party vendor

Usage Charge = EV Charging duration × Rate per Minute

SECTION 2. The City Manager is hereby authorized to expend funds to authorize credits to Customers on their electric service bills and further to authorize cash incentives in accordance with the form and type set forth in Schedule GIP, as the installation of energy efficient upgrades is in the best interest of the City, as such will reduce energy demand and consumption, reduce the peak load of the City’s electric system, reduce emissions in the state, and promote energy conservation, which are all public purposes of the City.

SECTION 3. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 5. This ordinance and the rates herein adopted shall become effective, charged, and applied to all electric services rendered by the City, and all energy usage by Customers of the City effective with the first billing issued on and after October 1, 2023; and a copy of said rates shall be maintained on file in the Office of the City Secretary of the City of Denton, Texas.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

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

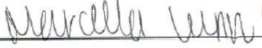
PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, 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@cityofdent
on.com, c=US
Date: 2023.09.21 11:15:23 -05'00'



GreenSense Incentive Program Changes

James (JT) Douglas
Conservation Programs Coordinator
Environmental Services and Sustainability
9/25/2023

PUB23-175, PUB23-177, and PUB23-166



Background

- Initiated in 2009, last incentive adjustments in 2018
- Incentives covered 8% of total costs in 2017 and now cover just 4%
- GreenSense Energy Efficiency Incentives through 2022:
 - \$2,233,682 invested to reduce 41,966,711 kWh (equivalent to 3,498 homes)
 - 19 kWh reduced per dollar spent
- Online applications became available January 2023



GreenSense Incentive Program FY2024

- New items for FY2024 include:
 - E-Bike, HVAC Tune-up, Fan Giveaway, and Weatherization Kit for Renters
- Increase rebates across the board
 - HVAC, Heat Pump, Smart Thermostat, Radiant Barrier, Attic Insulation, Air Duct, Solar Screen, Windows, Solar Water Heater, Weatherization, & Electric Vehicle
 - New incentives are estimated to cover 18% of the total cost for upgrades



Committee and Board Review

- Committee on the Environment
 - August 6, 2023
- Public Utilities Board
 - January 23, 2023, and September 25, 2023
- Sustainability Framework Advisory Committee (SFAC)
 - August 31, 2022, January 27, 2023, and July 28, 2023



PUB 23-177 Action

- Ordinance amendments for the GIP and DGR schedules:
 - GreenSense Incentive Program (GIP) schedule
 - Allow for both **direct cash** GreenSense rebates and bill credits
 - Remove cash incentives for installation of photovoltaic applications
 - Distributed Generation from Renewable Sources Rider (DGR)
 - Option of a Power Purchase Agreement (PPA) for systems **greater than 20kW**



PUB 23-175 Action

- Adopt new Resolution that:
 - Delegates to the Director of Environmental Services & Sustainability
 - Funding adjustments within approved budget
 - Minor changes not in conflict with Council direction
 - Requires prompt publishing of public use impacts
 - Includes the new GreenSense Initiative Program Manual



Change to “Distributed Generation Manual”

Along with some general document cleanup, there are 3 primary changes to the Distributed Generation Manual;

- Clarify that DME has the option to require a purchase power agreement (PPA) for PV systems that are larger than 20kW.
- Add language that allows customer PV systems that are capable of islanding to continue to operate when utility service is lost.
- Pictures of the meter, breakers and breaker box are now required for the permitting application.



Questions?

James Douglas

**Conservation Programs Coordinator
Environmental Services and Sustainability**



9/25/2023

PUB 23-175 / PUB 23-177 / PUB 23-166

8



City of Denton

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

Legislation Text

File #: PUB23-168, Version: 1

AGENDA CAPTION

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract #230105 for implementation project management services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8333 - awarded to Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, in the not-to-exceed amount of \$3,000,000.00).



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement
ACM: Cassey Ogden
DATE: September 25, 2023

SUBJECT

Consider recommending adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract #230105 for implementation project management services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8333 – awarded to Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, in the not-to-exceed amount of \$3,000,000.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Technology Services has worked with BerryDunn on a number of needs assessment projects for some of the City's critical applications. The needs assessments identified several applications as needing to be replaced. Each replacement will be a time-consuming and significant undertaking. BerryDunn will support and provide implementation project management services to the City of Denton for the ongoing software modernization efforts of the following projects:

- Land Management
- Computer-Aided Dispatch/Record Management System (CAD/RMS)
- Enterprise Resource Planning (ERP)
- Enterprise Asset Management (EAM) Consolidation

Each application is expected to take roughly 18 months to complete the implementation project management plan.

The table below outlines each application implementation project management costs conducted by Berry, Dunn, McNeil & Parker:

Project Description	Estimated Project Expenditures
Land Management	\$686,800

ERP	\$778,800
CAD/RMS	\$667,125
EAM Consolidation	\$703,200
Contingency for Additional Services	\$164,075
Contract NTE Total	\$3,000,000

Pricing obtained through TIPS has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 17, 2011, City Council approved the interlocal agreement with TIPS (Ordinance 2011-082).

RECOMMENDATION

Award a contract with Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn, for implementation project management services for the Technology Services Department, in a not-to-exceed amount of \$3,000,000.

PRINCIPAL PLACE OF BUSINESS

Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn
Portland, ME

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval with an estimated completion date by the expiration of the TIPS contract by May 31, 2028.

FISCAL INFORMATION

These services will be funded through the use of capital improvement plan project accounts. 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: LLC Members
Exhibit 3: Presentation
Exhibit 4: Ordinance and Contract

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

For information concerning this acquisition, contact: Leisha Meine, 940-349-7823.

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



[UCC](#)
[Business Organizations](#)
[Trademarks](#)
[Notary](#)
[Account](#)
[Help/Fees](#)
[Briefcase](#)
[Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 801726127
Original Date of Filing: January 31, 2013
Formation Date: N/A
Tax ID: 32050063323
Entity Type: Foreign Limited Liability Company (LLC)
Entity Status: In existence
FEIN: 010523282
Name: Berry, Dunn, McNeil & Parker, LLC
Address: 100 Middle Street
 Portland, ME 04101 USA
Fictitious Name: Berry, Dunn, McNeil & Parker, PLLC
Jurisdiction: ME, USA
Foreign Formation Date: February 9, 1999

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT
Last Update	Name	Title	
April 2, 2021	TRACY W HARDING	MEMBER	
April 2, 2021	JEFFREY D WALLA	MEMBER	
April 2, 2021	CLINTON E DAVIES	MEMBER	
April 2, 2021	JOHN M CHANDLER	PRESIDENT	
April 2, 2021	JANICE LATULIPPE	VICE PRESIDENT	
April 2, 2021	DAVID A ERB	TREASURER	
April 2, 2021	TIMOTHY F MASSE	VICE PRESIDENT	
April 2, 2021	RENEE BISHOP	VICE PRESIDENT	
April 2, 2021	TAMMY P MICHAUD	MEMBER	
April 2, 2021	MICHAEL F JURNAK	MEMBER	
April 2, 2021	MARY JALBERT	MEMBER	
April 2, 2021	CONNIE OUELLETTE	MEMBER	
April 2, 2021	WILLIAM H BROWN	MEMBER	
April 2, 2021	CHARLES K LEADBETTER III	MEMBER	
April 2, 2021	SARAH L BELLIVEAU	MEMBER	
April 2, 2021	CHARLES D SNOW	MEMBER	
April 2, 2021	SNO L BARRY	MEMBER	
April 2, 2021	EDUARDO G DARANYI	MEMBER	
April 2, 2021	KATHY L PARKER	MEMBER	
April 2, 2021	STEVEN P RODMAN	MEMBER	
April 2, 2021	JAMES HIGHLAND	MEMBER	



Implementation Project Management Services

Leisha Meine

Chief Technology Officer

Technology Services

September 25, 2023

PUB23-168



Background

- BerryDunn developed a five-year IT Strategic Plan after performing a general technology needs assessment to help align City department needs with beneficial technology improvements.
 - Software modernization efforts recommended for several initiatives.
- BerryDunn assisted Technology Services with needs assessments to evaluate and provide recommendations for four (4) critical applications:
 - Land Management
 - Computer-Aided Dispatch/Records Management System (CAD/RMS)
 - Enterprise Resource Planning (ERP)
 - Enterprise Asset Management (EAM) Consolidation



Contract Provides

- Project Planning – work plan & schedule, and project charter
- Comprehensive Plan of Action – collective stakeholder exercises, conduct market research, and adopt comprehensive plan of action
- Request for Proposal (RFP) development – develop RFP, SOWs, demonstration scripts, and stakeholder work sessions
- Vendor selection– assist City with vendor meetings and contract negotiation assistance
- Project Management – Manage the implementation of each application replacement



Estimated Expenditures

Project Description	Estimated Expenditures
Land Management	\$686,400
ERP	\$778,800
CAD/RMS	\$667,125
EAM Consolidation	\$703,200
Contingency	\$164,475
Total	\$3,000,000

Berry, Dunn, McNeil & Parker, LLC. (BerryDunn) is utilizing The Interlocal Purchasing System (TIPS) cooperative program contract# 230105



September 25, 2023

PUB23-168

4

Questions?

Leisha Meine
Chief Technology Officer
Technology Services



September 25, 2023

PUB23-168

5

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC, DBA BERRYDUNN, THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT #230105 FOR IMPLEMENTATION PROJECT MANAGEMENT SERVICES FOR THE TECHNOLOGY SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8333 – AWARDED TO BERRY, DUNN, MCNEIL & PARKER, LLC, DBA BERRYDUNN, IN THE NOT-TO-EXCEED AMOUNT OF \$3,000,000.00).

WHEREAS, pursuant to Ordinance 2011-082, The Interlocal Purchasing System Program has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through The Interlocal Purchasing System Program at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8333	Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn	\$3,000,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to The Interlocal Purchasing System Program for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for

the specified sums contained in the bid documents and related documents filed with The Interlocal Purchasing System Program and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by The Interlocal Purchasing System Program, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to The Interlocal Purchasing System Program, 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 items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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 _____ day of _____, 2023.

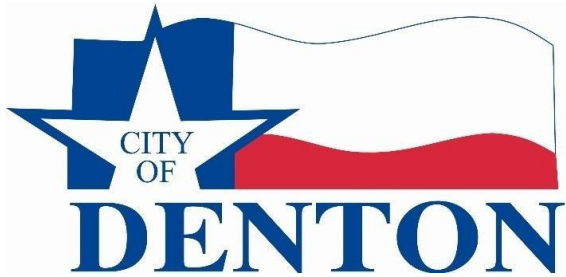
GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, 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@cityofden
ton.com, c=US
Date: 2023.09.12 19:19:18
-05'00'



Docusign City Council Transmittal Coversheet

COOP	8333
File Name	Implementation Project Management Services
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8333**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the "Agreement") is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and **Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn**, with its corporate office at 2211 Congress Street, Portland, ME 04102, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Implementation Project Management Services, as described in **Exhibit B**, which is on file at the purchasing office and incorporated herein (the "Project").

**ARTICLE II
SCOPE OF BASIC SERVICES**

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in The Interlocal Purchasing System (TIPS) Cooperative Program Contract #230105 – Technology Solutions, Products and Services, which is on file at the purchasing office and made a part hereof as **Exhibit A** as if written word for word herein.

- B. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit B** as if written word for word herein.
- C. CONSULTANT shall perform all those services set forth in individual task orders, as described in **Exhibit B**, which shall be attached to this Agreement and made a part hereof.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Visits to the site in excess of the number of trips included in **Exhibit B**.
- F. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV

TIME OF COMPLETION

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

ARTICLE V

COMPENSATION

A. COMPENSATION TERMS:

1. “Subcontract Expense” is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. “Direct Non-Labor Expense” is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$3,000,000.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed

in Article III “Additional Services,” without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT’s undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days’ written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, “Compensation,” there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI

OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT’s subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and

furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII

INDEMNITY AGREEMENT

THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY THE CLIENT AGAINST DAMAGES, LIABILITIES, AND COSTS ARISING FROM THE NEGLIGENT ACTS OF THE CONTRACTOR IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, TO THE EXTENT THAT THE CONTRACTOR IS RESPONSIBLE FOR SUCH DAMAGES, LIABILITIES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN THE CONTRACTOR AND THE CLIENT. THE CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY THE CLIENT FOR THE CLIENT'S OWN NEGLIGENCE.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX

INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain insurance in compliance with the requirements of **Exhibit C** which is attached hereto and made a part of this Agreement as if written word for word herein.

ARTICLE X

ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI

TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.

- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.
- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII

NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of seven (7) days' mailing:

To CONSULTANT:
Berry, Dunn, McNeil & Parker, LLC,
dba BerryDunn
Seth Hedstrom
2211 Congress Street
Portland, ME 04102

To OWNER:
City of Denton
Purchasing Manager –File 8333
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV
ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI
COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII
PERSONNEL

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX **ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI **MISCELLANEOUS**

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – The Interlocal Purchasing System (TIPS) Cooperative Program Contract #230105 – Technology Solutions, Products and Services (on file at the purchasing office)

Exhibit B – Consultant's Scope of Services Offer, Project Schedule, and Compensation

Exhibit C – Consultant's Insurance Requirements

Exhibit D - Form CIQ – Conflict of Interest Questionnaire

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

C. For the purpose of this Agreement, key person who will oversee the performance of the work hereunder shall be Chad Snow, Principal. However, nothing herein shall limit

CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

- D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. 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.

ARTICLE XXII

INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII

RIGHT TO AUDIT

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during 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 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 this agreement, and to allow the OWNER 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 OWNER 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 business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'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.

ARTICLE XXIV

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Consultant 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, Consultant certifies that Consultant's signature provides written verification to the City that Consultant: (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.

ARTICLE XXV

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, Consultant certifies that Consultant's signature provides written verification to the City that Consultant, 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.

ARTICLE XXVI

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

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

ARTICLE XXVII
**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN
 FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

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

ARTICLE XXVIII
**TERMINATION RIGHT FOR CONTRACTS WITH COMPANIES DOING BUSINESS
 WITH CERTAIN FOREIGN-OWNED COMPANIES**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

ARTICLE XXIX
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 Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Consultant will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The consultant 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 OWNER 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.

ARTICLE XXX

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

ARTICLE XXXI

FORCE MAJEURE

We will endeavor and use commercially reasonable efforts to complete all work contemplated under this Agreement. However, neither party shall be liable to the other for any failure or delay of performance of any obligation under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible. As used in this section, force majeure means any cause beyond the reasonable control of a party, including, but not limited to, an act of God, nature, act of aggression, fire, strike, flood, riot, war, delay of transportation, terrorism, pandemics or other widespread outbreaks of infectious diseases or inability due to the aforementioned causes to obtain necessary labor, material, or facilities. The Consultant shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within seven (7) 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.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date_____.

CONSULTANT**CITY OF DENTON, TEXAS**

DocuSigned by:
BY: Seth Hedstrom
AUTHORIZED SIGNATURE

BY: _____
SARA HENSLEY
CITY MANAGER

Printed Name: Seth Hedstrom

Title: Principal

207-541-2212

PHONE NUMBER

shedstrom@berrydunn.com

EMAIL ADDRESS

2023-1064943

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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

DocuSigned by:
Leisha Meine Leisha Meine
SIGNATURE PRINTED NAME

Chief Technology Officer

TITLE

Technology Services

DEPARTMENT

Exhibit A

The Interlocal Purchasing System (TIPS) Cooperative Program Contract #230105 –
Technology Solutions, Products and Services

(on file at the purchasing office)



Exhibit B

August 22, 2023

City of Denton
Attn: Leisha Meine
601 East Hickory Street
Denton, TX 76205

Sent via email to Leisha.Meine@cityofdenton.com

Dear Leisha Meine:

On behalf of Berry Dunn McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter to the City of Denton (the City) to describe how BerryDunn can support the City's ongoing software modernization efforts by providing implementation project management services for the selected system as well as the systems listed below:

- ▶ Land Management
- ▶ Computer-Aided Dispatch/Records Management System (CAD/RMS)
- ▶ Enterprise Resource Planning (ERP)
- ▶ Enterprise Asset Management (EAM) Consolidation

Additionally, we are including a description of our system selection services for the CAD/RMS project.

On the following pages, we outline a proposal to provide the requested services. The City will find details regarding our approach to system selection and implementation project management and estimated hours and fees for the implementation of each system. We look forward to collaborating with the City to customize, refine, and finalize our approach.

BerryDunn is an established vendor on the Interlocal Purchasing System (TIPS) Technology Solutions, Products, and Services Contract **#230105**. We respectfully request that the City create separate Purchase Orders for each of the projects referenced in this proposal.

CAD/RMS System Selection

Proposed Approach

BerryDunn has worked with City stakeholders to assess its current public safety technology environment and develop requirements for a forthcoming CAD/RMS RFP. Below and on the following pages, we outline our approach to continuing this initiative with the end-goal of selecting a solution best fit for the City's needs.

Phase 1 – Project Planning

1.1 Conduct initial project planning web conference with City's project manager. We will host an initial project planning web conference with the City's project manager as well as appropriate support staff to confirm project goals, objectives, and expectations. During this meeting, we will confirm the effectiveness of previously established communication methods between BerryDunn and City staff, such as ongoing telephone, teleconference, and email check-ins and status reports.

1.2 Develop a Project Work Plan and Schedule. We will then develop a draft Project Work Plan and Schedule and facilitate a work session (via web conference) to review the work plan draft and schedule with the City project team before updating to final.

Phase 1 – Project Planning

▲ **Deliverable 1: Project Work Plan and Schedule**

1.3 Develop a draft Project Charter. BerryDunn will develop a draft Project Charter that encompasses the scope of the CAD/RMS system selection and implementation project. In collaboration with the City, we will establish a governance model and identify the project team structure along with the roles and responsibilities of each key project participant. The Project Charter will also outline the stakeholder register, communication plan, and change management plan.

▲ **Deliverable 2: Draft Project Charter**

1.4 Finalize the Project Charter. We will provide the Project Charter in draft version to the City and facilitate a remote session with the City's project team to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final form.

▲ **Deliverable 3: Project Charter**

Phase 2 – Comprehensive Plan of Action

2.1 Invite participants to visioning exercises. BerryDunn will conduct a series of visioning exercises with stakeholder groups with the goal of determining the gap between the current state (as defined in Phase 1) and the City's vision of the future state. We will draft communications and corresponding messaging to invite and inform stakeholders gathered previously during Phase 1.

2.2 Conduct on-site visioning exercises. The BerryDunn team will spend a day with various City stakeholders to conduct visioning exercises for the purpose of helping define a viable concept of the future business and associated technology. Typically, in these sessions, we ask questions such as: *Where will your organization be in three years? Five years? What inefficiencies and bottlenecks can be corrected and with what possible ideas? What high-level changes do you foresee to business processes that will impact functional or technical requirements for the future environment?*

In these visioning exercises, the BerryDunn team will create an environment that allows participants to explore and discuss ideas in a fair, respectful, and balanced manner. Our methodology also emphasizes shared vision and consensus-based strategies that help remove the blockages to implementation and provide what is needed to instill ownership, commitment, and accountability for action toward the vision.

2.3 Conduct legacy data and data conversion planning. Data conversion is a critical and complex component of any systems modernization project—especially in regard to Criminal Justice Information Services (CJIS) data and other information bound by statute and regulations. BerryDunn will gather technical stakeholders to begin this discussion well in advance of the RFP development to accurately capture the City's legacy data requirements for future vendors to realistically quote for data conversion efforts. We will also discuss data quality and the expected cost to then determine how much data the City would like to convert. We will include this information as a subsection of Deliverable 4: Comprehensive Plan of Action Report.

2.4 Review of required and desired interfaces. From the information gathered during the initial stakeholder interviews, as well as preliminary interface information provided in the RFP, BerryDunn will develop a System Interface and Integration component of the Comprehensive Plan of Action Report. If needed, BerryDunn will meet with technical and business stakeholders to identify the existing interfaces, interfaces not currently available that are needed in the future environment, and those that the City has

Phase 2 – Comprehensive Plan of Action

and will not need. We will list all existing and future interfaces and define the agencies, data flow direction, frequency, security requirements, and current/future integration strategies.

2.5 Conduct market research. In our experience, stakeholders who have been using a legacy system for more than 20+ years may not have an understanding of the technology and functionality currently available in the marketplace. As such, BerryDunn has found it meaningful to conduct market research and leverage our prior experience to identify vendors that may be most relevant to the City's current environment.

Accordingly, BerryDunn will invite three to five vendors to conduct a demonstration of their latest public safety CAD/RMS solution technologies. The purpose of this exercise is for City stakeholders to gain a deeper understanding of what functionality is currently lacking in their environment, and which features may be most helpful in the future. In past CAD/RMS projects, BerryDunn has found that vendor technology demonstrations (generally two to three hours long) help stakeholders define and prioritize Functional and Technical Requirements. The purpose of this exercise is for City stakeholders to gain a deeper understanding of what functionality is currently lacking in their environment, and which features may be most helpful in the future.

2.6 Develop technology demonstration scripts. BerryDunn will develop a format for the vendor demonstrations that will be most helpful to City stakeholders. These demonstrations will be at a high-level (as opposed to later in Phase 3 when BerryDunn will create demonstration scripts based on the City's requirement set). After finalizing with the City, BerryDunn will provide the appropriate scripts to each vendor in advance of their on-site demonstrations.

2.7 Facilitate technology demonstrations. BerryDunn will spend one day facilitating vendor demonstrations for City stakeholders to better understand the CAD/RMS marketplace. We anticipate 3-4 vendors presenting for a maximum of two hours each. These demonstrations will help to inform requirements development in Phase 3.

2.8 Develop Comprehensive Plan of Action Report. BerryDunn will synthesize the information gathered thus far, including implementation options and timeline, data conversion details, interface requirements, and total estimated cost (including the purchase of, installation, and software/hardware costs).

▲ **Deliverable 4: Comprehensive Plan of Action Report**

2.9 Present findings from the Comprehensive Plan of Action Report. BerryDunn will virtually present our findings to City stakeholders and relevant stakeholders and answer questions and offer clarification, where needed.

▲ **Deliverable 5: Comprehensive Plan Presentation**

Phase 3 – RFP Preparation and Demonstration Scripts

3.1 Develop RFP Scope of Work. BerryDunn will begin the RFP planning and development process beginning in Phase 2. Working concurrently to other RFP development tasks, BerryDunn will meet with the City's procurement team. We will review and discuss the City's existing RFP process, development of the CAD/RMS RFP, the associated addenda, and any required forms for submission.

3.2 Facilitate joint requirements planning (JRP) work sessions. We will facilitate a series of JRP work sessions with the City's stakeholders and our project team members to review the preliminary

Phase 2 – Comprehensive Plan of Action

requirements. We will reconvene many of the same stakeholders that met during fact-finding activities to discuss the future system capabilities. These sessions will also include one focused on the technical aspects involved with the City's project. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of City stakeholders. We anticipate these work sessions taking place over three days on-site with up to four of our project team members involved.

▲ *Deliverable 6: Final Functional and Technical Requirements*

3.3 Develop an RFP Package. BerryDunn will concurrently develop an RFP Package using a proven format that incorporates information pertaining to the history of the project, a high-level description of the City's current environment, desired approach to implementing a new CAD/RMS solution, Final Functional and Technical Requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the City to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed.

Upon completion, we will coordinate a work session with the City's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the City's project team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major CAD/RMS solution vendors in the market.

▲ *Deliverable 7: RFP Package*

3.4 Assist with facilitating a vendor pre-proposal conference. Our project team will coordinate, plan, and lead a pre-proposal teleconference for interested vendors, facilitating the question-and-answer portion of the meeting. We will compile a list of questions raised and prepare suggested responses. These will be provided in a format that the City's project team can review, revise, and publish as an addendum to the RFP, as determined by procurement staff.

3.5 Perform an initial completion review of vendor proposals received, identify items for clarification, and develop a Proposal Executive Summary Memo. We will facilitate the proposal review process to identify issues, risks, exceptions, omissions, and objections, compiling them into a single Proposal Executive Summary Memo. The memo will identify key areas for consideration by the City's evaluation team related to each vendor's ability to meet minimum requirements, and their alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

3.6 Facilitate a Round 1 scoring meeting. We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top two preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

Phase 2 – Comprehensive Plan of Action

▲ *Deliverable 8: Proposal Summary Memo and Short-List Identification*

3.7 Assist with planning for demonstrations and writing Demonstration Scripts. We will meet with the City's project team to discuss the format of vendor Demonstration Scripts based on the requirements developed. We will develop a draft Demonstration Script template that asks vendors to highlight functionality unique to the City's environment. Once the City approves the finalized version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

▲ *Deliverable 9: Demonstration Scripts*

3.8 Facilitate on-site vendor demonstrations. One BerryDunn team members will attend demonstrations and assist the City's project team with facilitation for a period of five days. Our project team's extensive background in the demonstration process will provide the City's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

3.9 Facilitate a Round 2 scoring meeting. We will participate in the second round of vendor scoring following the final demonstration to identify the vendor or vendors that the City's project team should perform its reference checks on.

3.10 Assist with planning for reference checks and site visits. We will assist the City's project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the City's project team to discuss the suggested approach for the reference checks.

3.11 Facilitate a final scoring meeting. We will participate in the final scoring meeting following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

▲ *Deliverable 10: Preferred Vendor Identification*

Phase 4 - Contract Negotiation Assistance

4.1 Support the City in the contract negotiations process. Once a preferred vendor is selected, our project team will support the City in the contract negotiations process. We have been involved in contract negotiations from the client, vendor, and independent consultant perspectives, and understand how the contract impacts the implementation process. In conducting contract negotiations, we will draw on these experiences to help ensure the City's best interests are being met.

We will also work with the City's project team and legal counsel, as well as the preferred vendor, to develop a draft contract, using the City's contracting procedures and the vendor's proposal as starting points. We will review the contract documents with the City's project team to help ensure that requirements are clearly defined and to establish that the City agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions. We will also be present during negotiations with the preferred vendor. Should it become clear at any point during negotiations that the preferred vendor's solution or contract terms will not meet the needs of the City, we might recommend halting negotiations with that vendor and commencing negotiations with the alternate vendor.

▲ *Deliverable 11: Contract Negotiation Assistance*

Implementation Project Management Approach

We are pleased to propose implementation project management services for the following systems: land management, ERP, CAD/RMS, and EAM.

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

The overarching benefits the City can expect of our approach include:

- ▶ A methodology based on our extensive experience conducting similar projects
- ▶ A focus on supporting the City's implementation at the desired level of involvement with significant resource commitments from our team, as appropriate
- ▶ Quality assurance processes that incorporate the City's review and approval of all deliverables and key milestones
- ▶ Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace
- ▶ Thorough business process improvement activities
- ▶ A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the City

Below and on the following pages, we detail our proposed approach to providing implementation project management services for each of the City's software implementations.

Implementation Project Management

We recognize that the City desires a team of qualified professionals with proven experience in governmental system implementation projects. Our team's extensive experience serving in this role will provide the City the perfect complement in conducting this effort. In the implementation project manager role, we will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. This level of service assumes the City will provide a project management team that we will oversee. Should the City hire additional staff in its IT department to help manage this project, BerryDunn is happy to adjust our approach and level of effort to meet the City's needs.

1.1 Develop Project Charter. Based on our initial project planning discussions, we will draft a Project Charter that encompasses the full scope of the City's implementation. This governance document will include a change management plan, stakeholder register, communication plan, risk and issues register, and status report templates. We will provide the Project Charter in draft version to the City and facilitate a remote session with the City's project team to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final form.

▲ **Deliverable 1: Project Charter**

1.2 Review vendor implementation plans. We will provide an in-depth review of the vendor implementation plan(s), including the management plan and project plan. We will discuss our recommended changes and considerations with the City's project team before communicating

Implementation Project Management

requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon the City, vendor, and BerryDunn's collective experience and perspective for the most advantageous end products.

▲ *Deliverable 2: Project Plan Review*

1.3 Develop Project Management Documents. Following the review of the vendor plans, we will develop any necessary supplemental materials we believe to be critical to the City's implementation. These may include further definition of stakeholders, risk management, project documentation, and other items. The particular content areas will be determined by what is included in the vendor plans, with the goal of removing any redundancy that might cause confusion to project stakeholders. This documentation will be reviewed and confirmed with the City's project team before being put into use.

▲ *Deliverable 3: Project Management Documents*

1.4 Conduct implementation activities. One of the keys to project success is enabling the City's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software. Our project management approach is designed with this in mind. We will provide specialized expertise throughout the project.

Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management activities of the implementation, as shown in Table 1.

▲ *Deliverable 4. Implementation Activities*

Table 1: Implementation Project Management Activities

No	Key Implementation Activity	Project Management	
		BerryDunn	City
1	Reviewing the Project Plan and Schedule in conjunction with other project management team (PMT) members	✓	
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members	✓	
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	✓	
4	Coordinating project tasks with assistance from other PMT members	✓	
5	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks	✓	
6	Facilitating an implementation kickoff meeting	✓	
7	Holding monthly meetings with the City's Steering Committee to update project status and budget status and to research a verdict on any escalated process decisions that need to be made	✓	
8	Reviewing the project budget, including change orders, and the vendors' contract compliance	✓	
9	Reviewing vendor invoices against project milestones prior to payment	✓	
10	Facilitating the data conversion process with the vendor and City staff		✓
11	Facilitating the development of software interfaces/integrations with the vendor and City staff		✓
12	Working with the vendor and City staff and helping to ensure vendor accountability by: <ul style="list-style-type: none"> Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the City Facilitating the gathering and sharing of any technical information requested by the vendor 	✓	
13	Providing risk management, including the following: <ul style="list-style-type: none"> Identifying project risks Developing mitigation strategies Communicating project risks to the City and vendor staff Assigning key activities to mitigate or resolve project risks 	✓	
14	Providing weekly or biweekly tracking of the following: <ul style="list-style-type: none"> Reporting of project risks and issues Recently completed tasks and upcoming project activities 	✓	

Leisha Meine

August 22, 2023

Page 9

No	Key Implementation Activity	Project Management	
		BerryDunn	City
15	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: <ul style="list-style-type: none"> • Target State Definition • Change Structure and Governance Approach • Change Impact Assessment • Stakeholder (or User) Analysis • Communication Plan • Behavior Change Plan 	✓	
16	Managing the user acceptance testing (UAT) process, including: <ul style="list-style-type: none"> • Reviewing the vendor's test plan and any applicable test scripts • Providing on-site assessment of testing activities • Providing recommendations for modifications to the testing plan to increase the likelihood of success • Directing City staff in the development of tailored test scripts • Managing logistics related to scheduling UAT activities • Providing analysis of test results • Overseeing regression testing and required configuration changes 	✓	
17	Facilitating oversight of vendor training activities, including: <ul style="list-style-type: none"> • Reviewing the vendor's training plan and training materials • Overseeing vendor training activities • Providing recommendations for modifications to the training delivery • Providing feedback on the vendor's training documentation 	✓	
18	Providing go-live support	✓	

Estimated Hours and Fees – Implementation PM Services

The following tables present our estimated service fees and expenses to provide implementation project management services for each system. We are happy to revisit the estimated number of months and hours per month once a vendor is selected, and we are willing to consider potential adjustments to the implementation project management services based on the City’s needs.

Our estimates are based upon a blended hourly rate among our team approach. The following table depicts the proposed rate increases over the multi-year duration of this initiative. For simplicity, rate increases are tied to a calendar year; however, we are happy to adjust this schedule if preferable.

Table 2: Blended Service Rate Schedule

Calendar Year	2024	2025	2026	2027
Blended Hourly Rate	\$250	\$260	\$270	\$280

We will invoice actual travel expenses incurred, making all reasonable efforts to limit expense, including using our resources local to the City. At this time, we estimate a per-trip, per-person expense of \$1,100.

Land Management System Implementation

Table 3 contains our expected fees and expenses related to the Land Management Implementation. We note the following assumptions:

- 1. 18-month implementation duration
- 2. 6 months of activities in 2024 and 12 in 2025

Table 3: Land Management Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	140 hours	\$646,800
Travel Expense	2 trips	\$39,600
Total		\$686,400

Table 4: Land Management Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	10	\$485
Project Manager	110	\$286
Subject Matter Expert	10	\$378
Project Coordinator	10	\$136
Composite Monthly Rate based on TIPS Rates		\$296.07

ERP Implementation

Table 4 contains our expected fees and expenses related to the ERP Implementation. We note the following assumptions:

1. 18-month implementation duration
2. 6 months of activities in 2024 and 12 in 2025

Table 5: ERP Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	160 hours	\$739,200
Travel Expense	2 trips	\$39,600
Total		\$778,800

Table 6: ERP Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	10	\$485
Project Manager	130	\$286
Subject Matter Expert	10	\$378
Project Coordinator	10	\$136
Composite Monthly Rate based on TIPS Rates		\$294.81

CAD/RMS Implementation

Table 5 contains our expected fees and expenses related to the CAD/RMS Implementation. We note the following assumptions:

1. 18-month implementation duration
2. 10 months of activities in calendar year 2024 and eight in calendar year 2025

Table 7: CAD/RMS Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	120 hours	\$549,600
Travel Expense	2 trips	\$39,600
Total		\$589,200

Table 8: CAD/RMS Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	8	\$485
Project Manager	96	\$286
Subject Matter Expert	8	\$378
Project Coordinator	8	\$136
Composite Monthly Rate based on TIPS Rates		\$295.40

EAM Implementation

Table 6 contains our expected fees and expenses related to the EAM Implementation. We note the following assumptions:

1. 18-month implementation duration
2. 12 months of activity in 2025 and 6 in 2026

Table 9: EAM Implementation Services Fees and Expenses

Cost Area	Monthly Units	Cost
Implementation Project Management Costs	140 hours	\$663,600
Travel Expense	2 trips	\$39,600
Total		\$703,200

Table 10: EAM Monthly Hour Estimates by Resource, Inclusive of TIPS Rates

Project Role	Monthly Estimated Hours	TIPS Rate
Project Principal	8	\$485
Project Manager	96	\$286
Subject Matter Expert	8	\$378
Project Coordinator	8	\$136
Composite Monthly Rate based on TIPS Rates		\$295.40

Proposed Fees – CAD/RMS System Selection

Table 11 presents our proposed fixed-fee cost by project deliverable to complete the CAD/RMS System Selection. We have developed our costs based on our detailed work plan, staffing and resource allocation, and the estimated level of effort from experience conducting similar projects in scope and size. We are happy to discuss our costs, level of work effort, and on-site travels plans with the City, as desired.

Table 11: Cost per Deliverable

No.	Deliverable	Cost
1	Project Work Plan and Schedule	\$4,500
2	Draft Project Charter	\$3,300
3	Project Charter	\$1,200
4	Comprehensive Plan of Action Report	\$11,000
5	Comprehensive Plan Presentation	\$2,500
6	Final Functional and Technical Requirements	\$2,200
7	RFP Package	\$19,000
8	Proposal Summary Memo and Short-List Identification	\$4,400
9	Demonstration Scripts	\$5,500
10	Preferred Vendor Identification	\$13,750
11	Contract Negotiation Assistance	\$5,775
Total		\$73,125

Travel expenses are additional, as incurred. For the duration of the CAD/RMS system selection initiative, BerryDunn expects to spend two weeks (or ten days) on-site for work related to Deliverables 4, 5, and 10. Table 12 below illustrates the **total estimated cost** for up to three team members to travel on-site. BerryDunn will invoice for actual costs.

Table 12: Travel Expense Estimates for CAD/RMS System Selection

Expense Category	Price	Units	Total
Airfare	\$700	3	\$2,100
Hotel	\$130	10	\$1,300
Rental Car	\$80	10	\$800
Meals	\$60	10	\$600
Estimated total cost			\$4,800

Exhibit C**INSURANCE REQUIREMENTS**

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

- Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's 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:

1. PROFESSIONAL LIABILITY INSURANCE

If CONTRACTOR is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the CONTRACTOR becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

2. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$2,000,000.00 per claim.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$3,000,000.00 limit.

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.

Berry, Dunn, McNeil & Parker, LLC, dba BerryDunn

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed._____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4 ☒ I have no Conflict of Interest to disclose.**5** DocuSigned by:

Seth Hedstrom

9/6/2023

Signature of Vendor doing business with the governmental entity

Date

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](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: ECF98EF809E340B4BBDDA6F4D7013242

Status: Sent

Subject: Please DocuSign: City Council Contract 8333 Implementation Project Management Services

Source Envelope:

Document Pages: 33

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

cori.power@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

9/1/2023 8:51:05 AM

cori.power@cityofdenton.com

Signer Events**Signature****Timestamp**

Cori Power

Completed

Sent: 9/1/2023 8:55:48 AM

cori.power@cityofdenton.com

Viewed: 9/1/2023 8:56:00 AM

Purchasing Supervisor

Signed: 9/1/2023 8:57:57 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Lori Hewell



Sent: 9/1/2023 8:57:59 AM

lori.hewell@cityofdenton.com

Viewed: 9/1/2023 1:18:46 PM

Purchasing Manager

Signed: 9/1/2023 1:19:38 PM

City of Denton

Signature Adoption: Pre-selected Style

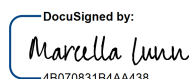
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Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 9/1/2023 1:19:41 PM

marcella.lunn@cityofdenton.com

Viewed: 9/6/2023 9:14:55 AM

Mack Reinwand City Attorney

Signed: 9/6/2023 9:19:40 AM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Seth Hedstrom



Sent: 9/6/2023 9:19:44 AM

shedstrom@berrydunn.com

Viewed: 9/6/2023 9:25:41 AM

Principal

Signed: 9/6/2023 9:26:20 AM

Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style

Using IP Address: 74.70.249.106

Electronic Record and Signature Disclosure:

Accepted: 9/6/2023 9:25:41 AM

ID: cd25da2e-1750-4eca-b3b5-777a15f3b30c

Signer Events	Signature	Timestamp
Leisha Meine Leisha.Meine@cityofdenton.com Chief Technology Officer City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by:  D80D157ADABC4D5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 9/6/2023 9:26:22 AM Viewed: 9/6/2023 9:28:04 AM Signed: 9/6/2023 9:28:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 9/6/2023 9:28:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jesus Salazar jesus.salazar@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 9/6/2023 3:54:16 PM ID: 049ff298-29e0-4f56-a8fd-be76c0a52578		

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)	<div>COPIED</div>	Sent: 9/1/2023 8:57:59 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/6/2023 9:28:54 AM Viewed: 9/7/2023 4:57:31 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 Stephanie Padgett Stephanie.Padgett@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/1/2023 8:55:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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:	<ul style="list-style-type: none">•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

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Legislation Text

File #: PUB23-173, **Version:** 1

AGENDA CAPTION

Management Reports

1. Future Agenda Items
2. New Business Action Items

Future Public Utilities Board Agenda Items

Note: This is a working draft of pending PUB items and is subject to change without notice.

Meeting Date	Item	Dept
October 9, 2023	Final Wastewater Master Plan - Work Session	Water Utilities
October 23, 2023		
November 13, 2023		
December 11, 2023		

Codes: Work Session WS, Consent Agenda CA, Individual Consideration IC

PUBLIC UTILITIES BOARD - NEW BUSINESS ACTION ITEMS

	DATE REQUESTED	REQUESTOR	ITEM	DEPT	STATUS
1.	7/24/23	Russell	Update on the Coal Plant	DME	complete 9/11/23
2.	8/14/23	Russell	Information on cables hanging or dangling from the City's Utility Poles	DME	complete 9/11/23
3.	8/28/23	Taylor	Would like to see a policy or guideline of what commercial solar PPA (purchase power agreement) would look like for the City of Denton	DME	complete 9/11/23