



MEMORANDUM

DATE: April 5, 2024
TO: The Honorable Mayor Hudspeth and Council Members
FROM: Sara Hensley, City Manager
SUBJECT: Friday Staff Report

Upcoming Meetings

- A. Public Utilities Board on **Monday, Apr. 8, 2024**, at **9:00 a.m.** in the City Council Work Session Room.
- B. **Cancelled** - Historic Landmark Commission on **Monday, Apr. 8, 2024**, at **5:30 p.m.** at the Development Service Center.
- C. Library Board on **Monday, Apr. 8, 2024**, at **5:30 p.m.** at the South Branch Library.
- D. Economic Development Partnership Board on **Wednesday, Apr. 10, 2024**, at **11:00 a.m.** at the Development Service Center.
- E. **Cancelled** - Airport Advisory Board on **Wednesday, Apr. 10, 2024**, at **3:00 p.m.** in the Airport Terminal Meeting Room.
- F. Planning and Zoning Commission on **Wednesday, Apr. 10, 2024**, at **5:30 p.m.** in the City Council Work Session Room & Council Chambers.
- G. Committee on Persons with Disabilities on **Thursday, Apr. 11, 2024**, at **3:00 p.m.** at the Development Service Center.
- H. **Cancelled** - Health and Building Standards Commission on **Thursday, Apr. 11, 2024**, at **3:00 p.m.** at the Development Service Center.
- I. Community Services Advisory Committee on **Friday, Apr. 12, 2024**, at **12:00 p.m.** at the Development Service Center.

Please check the City of Denton website for final meeting days and times as information is subject to change after the Friday Report is published. [Public Meetings & Agendas | Denton, TX \(civicplus.com\)](https://www.denton-tx.gov/civicplus.com)

OUR CORE VALUES

Inclusion • Collaboration • Quality Service • Strategic Focus • Fiscal Responsibility

General Information & Status Updates

- A. Apr. 8 Solar Eclipse – To prepare for the estimated one million visitors to the Dallas-Fort Worth area, the City of Denton Emergency Management is advising residents take the following precautions:

- Fuel vehicles ahead of the event
- Grocery shop ahead of the event
- Avoid I-35 from 6 Apr. until 8 Apr.
- Anticipate potential cell service disruptions

Advanced planning and patience will be key to enjoying the eclipse safely and without inconvenience. Residents can sign up for [Alert Denton](#) online to receive emergency updates. Staff contact: Alyssa Owen, Denton Fire Department

- B. Annual Tree Planting – City staff are conducting Spring planting of 174 new or replacement trees appropriate for our environment, including 57 trees along Hickory Creek Rd, 45 trees at Joe Skiles Park, and one tree planted at South Lakes Park to shade the recently installed Automatic External Defibrillator (AED). Trees currently in the planting rotation include Autumn Blaze Maple, Chinquapin Oak, Lacebark Elm, Chinese Pistache, Little Gem Magnolia, Bald Cypress, Red Oak, Mexican Sycamore, and Mexican White Oak. Staff contact: Haywood Morgan, Parks and Recreation

- C. Solid Waste and Recycling Recognized for Safety Improvements – The City of Denton Solid Waste and Recycling Department was awarded the 2024 Texas Chapter of the Solid Waste Association of North America (TxSWANA) Jimmy Huff Safety Award on Apr. 3. The award is presented annually to the TxSWANA member participant whose application shows the largest reduction in time lost due to work-related injury or illness from one year to the next. Staff contact: Brian Boerner, Solid Waste and Recycling



Responses to Council Member Requests for Information

- A. Noise Complaints – On Mar. 26, Mayor Pro Tem Beck forwarded concerns from a resident regarding overnight noise from an event venue near their residence. City staff contacted the event venue and are working with all parties to reach an amicable solution. Staff contact: Jesse Kent, City Manager's Office
- B. Car Lot Right of Way – On Mar. 27, Mayor Hudspeth requested staff to investigate a used car lot utilizing the public right-of-way for parking vehicles marked for sale. Staff contacted the owner of the business to explain acceptable usage of public right-of-way. Staff contact: Joshua Ellison, Community Services

- C. Homeless Outreach Team Patrols – On Mar. 29, Mayor Hudspeth forwarded concerns from a resident regarding a homeless encampment along the Denton-Katy Trail. The Homeless Outreach Team (HOT) is aware of the encampment in the area and is working to address it. Staff contact: Megan Ball, Community Services
- D. Mobility Plan Amendment Public Meetings – On Mar. 29, Mayor Pro Tem Beck shared concerns from residents regarding the proposed mobility plan amendment to extend East Windsor Dr across State Loop 288 to Cooper Creek Rd. Staff recognizes the need for additional conversations with community members on this topic and will post additional opportunities for public feedback. Staff contact: Julie Wyatt, Development Services
- E. Election Sign Recycling – On Apr. 1, Council Member Holland inquired what options are available to residents to recycle political yard signage (corrugated plastic signs). Although the metal stake that supports corrugated plastic signs may be recycled at the City’s Home Chemical Collection facility, the corrugated plastic signs can not. There are private businesses recycling businesses in the metroplex who can recycle corrugated plastic. Staff contact: Brian Boerner, Solid Waste and Recycling
- F. Styrofoam Recycling – On Apr. 1, Council Member Holland requested an update on the City’s ability to recycle Styrofoam. The City of Denton was awarded a grant to purchase the required equipment from the North Central Texas Council of Governments (NCTCOG) and expects to be able to provide this service by Q2 2025. Staff contact: Brian Boerner, Solid Waste and Recycling
- G. Nette Shultz Pest Control – On Apr. 2, Mayor Pro Tem Beck shared resident concerns regarding large numbers of insect deaths in Nette Shultz park. City staff confirmed the park has not been sprayed for pests. Within the last calendar year, the only insecticides used in the park system have been those used to treat individual fire ant mounds. Staff contact: Marshall McGee, Parks and Recreation
- H. Council Meeting Follow Up – On Apr. 2 during Concluding Items of the City Council Regular Meeting, Council Member Watts stated that Council Member McGee had spoken with a representative of H.E.B. regarding a Denton location and their concerns with the Denton City Council’s dynamics and requested the City Manager determine specifics. When asked, Council Member McGee had no comment. Staff contact: Jesse Kent, City Manager’s Office
- I. Council Meeting Follow Up – On Apr. 2 during Concluding Items of the City Council Regular Meeting, Council Member Watts stated that Council Member Meltzer had conversations with officials from other jurisdictions regarding financial support for City homelessness efforts and requested the City Manager determine specifics. Council Member Meltzer stated that he had not had those conversations. Staff contact: Jesse Kent, City Manager’s Office
- J. Availability of Nonprofit Funds – On Apr. 4, Mayor Pro Tem Beck inquired about funds available to help nonprofit organizations do work in Denton. Nonprofit organizations can contact Community Services who can walk organizations through the various funding opportunities. Community Services staff can be reached by sending an email to CommunityDevelopment@cityofdenton.com or calling (940) 349-7726 for information on available grants. Staff contact: Dani Shaw, Community Services

- K. Fry Street Fair Traffic Control Plan – On Apr. 4, Council Member Meltzer requested the Traffic Control Plan (TCP) for the Apr. 27 Fry Street Fair. Staff approved the TCP on Mar. 26 (**attached**). Staff contact: Farhan Butt, Development Services

Intergovernmental News

Federal: The U.S. Congress returns from a two-week recess on Monday, Apr. 8. A new Chair of the House Committee on Appropriations must be appointed before beginning deliberations on the FY25 budget after the chair was vacated by long-time Fort Worth Representative Kay Granger, who will retire at the end of this year. Once the FY25 budget process is underway, staff will provide additional updates on the projects that serve the City of Denton.

State: On Apr. 2, Texas House Speaker Dade Phelan announced the appointment of the new House Select Committee on Artificial Intelligence & Emerging Technologies. The Committee will be Chaired by Tarrant County Representative Giovanni Capriglione; membership includes Collin County Representative Jeff Leach and three other members from across the state of Texas. The Committee is charged with conducting a comprehensive review of the advancements in artificial intelligence and emerging technologies (AI/ET), and the economic, ethical, and societal effects of those advancements.

Staff contact: Kristi Fogle, City Manager's Office

Information from the City Manager

From time to time, I would like to share with the City Council local government-related resources that I find insightful, interesting, or timely. These may be studies, periodicals, reports, or web resources. My intent is to make the Council aware of broad perspectives and discussions and not to suggest any policy or service change. – Sara

Introducing Denton's New City Secretary – We are thrilled to announce that, on Apr. 8, Lauren Thoden will be joining the City of Denton as our new City Secretary. Lauren arrives with over a decade of experience, having served as the Chief Deputy Town Clerk in Brookhaven, New York. During this transition, you will see changes in official city documents as they reflect Lauren's name as the new City Secretary. Under her leadership, the City Secretary's Office will continue its work to enhance and streamline its processes to better serve our community.

Department of Energy (DOE) Energy Efficiency Standards for Distribution – On Apr. 4 the Department of Energy released its final rule on energy efficiency standards for distribution transformers. The final rule allows for 75 percent of distribution transformers to continue to use grain oriented electrical steel cores; additionally, the final rule allows five years for implementation of the energy efficiency standards, as opposed to the previously proposed three years. Delaying the implementation of the energy efficiency standards will help to prevent increases in transformer supply lead times, as described in ISR 2024-011 Distribution Transformers (**attached**).

Upcoming Community Events and Public Meetings

Please visit the City of Denton [website](#) for upcoming community events and details.

Attachments

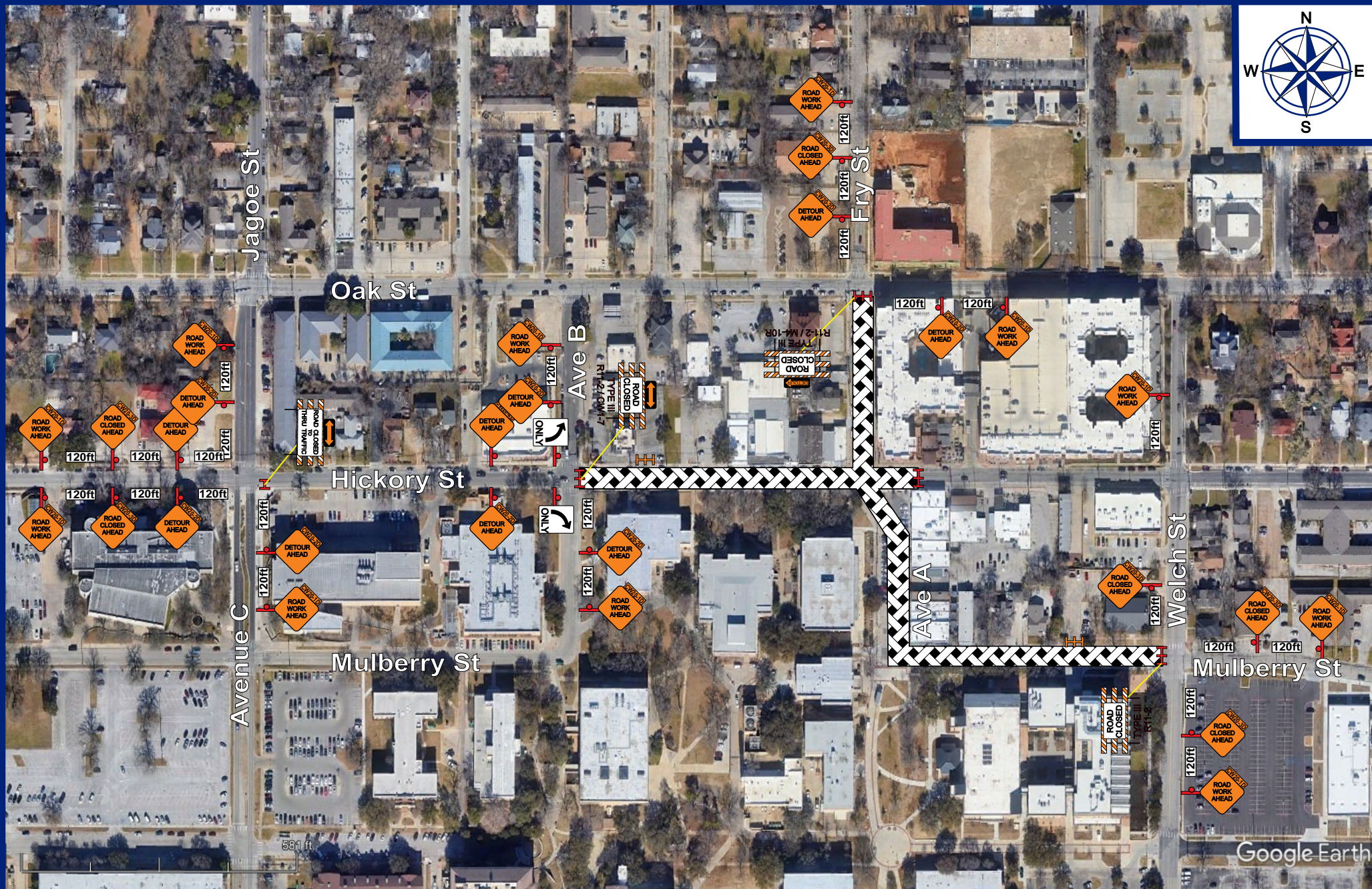
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SALESMAN EXECUTIVE

Ivan Espinosa

TCP DESIGNER

Reedie Lea

THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO RELIEVE THE CONTRACTOR FROM THE REQUIREMENTS SET FORTH BY RELATED CONTRACT DOCUMENTS, THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) OR THE OVERALL RESPONSIBILITY TO TRAFFIC CONTROL SAFETY.

LEGEND

Sheet 1

	Navigator
	Type 1 Barricade
	Type 3 Barricade
	Flashing Electronic Arrow Board

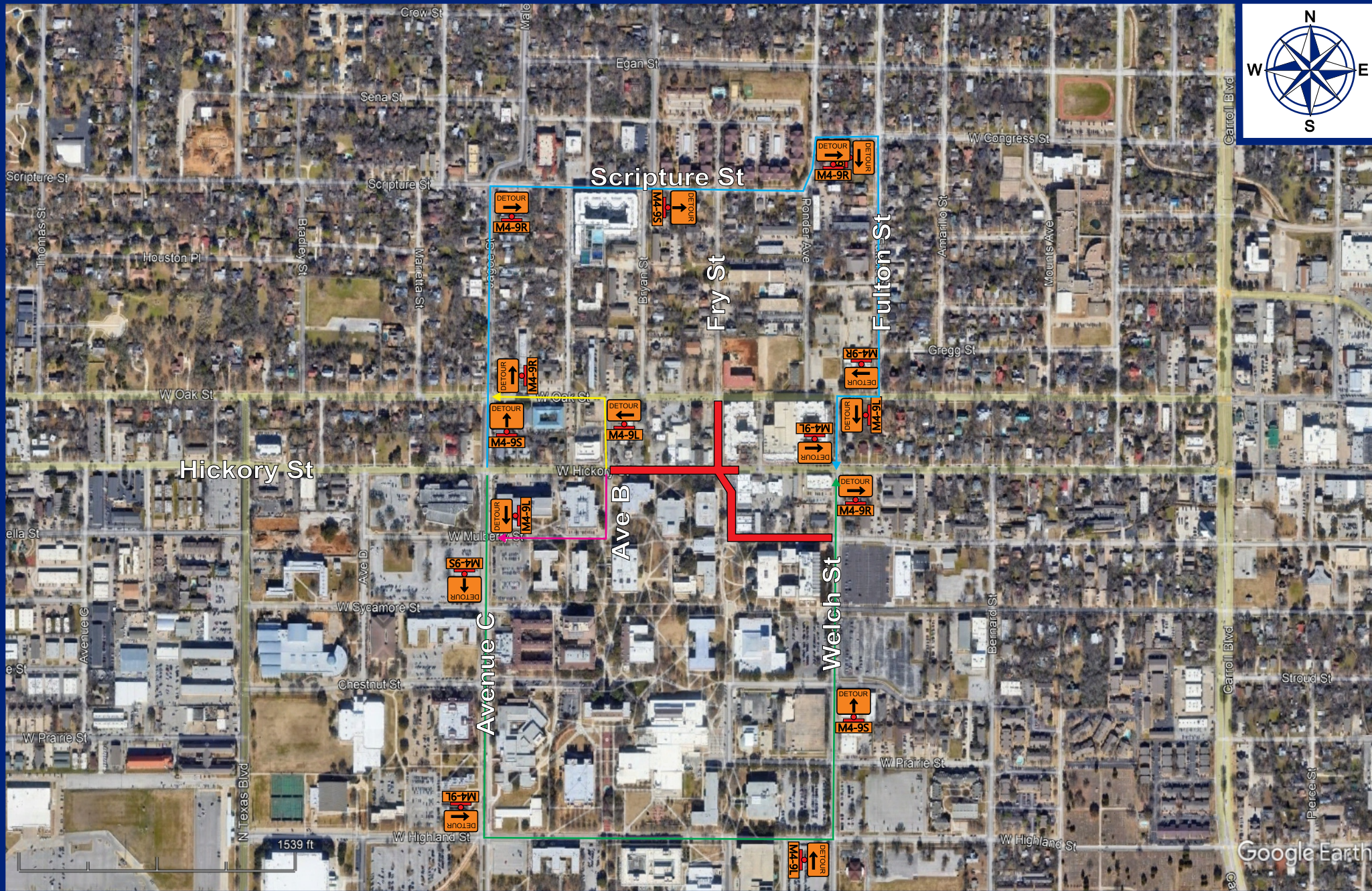
NOTES

CONTACT:	Ernie Morales
CONTACT NUMBER:	682-268-1982
DATE:	03/20/2024
	6

CONTRACTOR:	Fry Street Entertainment District and Merchants Association
CITY:	Denton
JOB NAME:	Ave A
LOCATION:	Fry St & Hickory St
SCOPE OF WORK:	Road Closure

BUYERS
BARRICADES

All Traffic Control Plans (TCPs) are the property of Buyers Barricades, Inc. and are included with Buyers Barricades rental agreements. Traffic Control Plans issued without a rental agreement will be charged to the customer.



SALESMAN EXECUTIVE Ivan Espinosa		LEGEND		NOTES		CONTRACTOR: Fry Street Entertainment District and Merchants Association		BUYERS BARRICADES
TCP DESIGNER Reedie Lea		<div><div></div> Navigator</div> <div><div></div> Type 1 Barricade</div> <div><div></div> Type 3 Barricade</div>		CONTACT: Ernie Morales		CITY: Denton		
<p>THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO RELIEVE THE CONTRACTOR FROM THE REQUIREMENTS SET FORTH BY RELATED CONTRACT DOCUMENTS, THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) OR THE OVERALL RESPONSIBILITY TO TRAFFIC CONTROL SAFETY.</p>				CONTACT NUMBER: 682-268-1982		JOB NAME: Ave A		
				DATE: 03/20/2024		LOCATION: Fry St & Hickory St		
				7		SCOPE OF WORK: Road Closure		

Google Earth

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INFORMAL STAFF REPORT TO MAYOR AND CITY COUNCIL

SUBJECT:

Department of Energy's (DOE) Energy Efficiency Rule Proposal for Distribution Transformers.

EXECUTIVE SUMMARY:

Over the last couple of years, DME staff have been working with partner entities (American Public Power Association, Texas Public Power Association, and various other electric utilities) to bring awareness to supply chain challenges impacting the availability of distribution transformers. Since the beginning of the COVID pandemic, the entire electric industry has experienced longer lead times and increasing prices as a result of workforce shortages, transportation delays, and the availability of raw materials (core steel, primarily). In addition, proposed standards by the DOE, requiring the use of new materials (amorphous steel vs core steel, for example) are anticipated to delay the manufacturing and delivery of distribution transformers and further increase lead times. While DME staff have not previously informed the City Council about the DOE's proposed standards, nor disputed their efficiency or environmental impacts, the focus of DME's federal legislative activity has been to advocate for a slowdown in the implementation of these standards so that lead times do not increase further. As of today, DME estimates that lead times are at 3-5 years from the date of order. If the DOE's proposed standards take effect, DME anticipates lead time may grow to 5-7 years.

DISCUSSION:

The availability of distribution transformers post Covid 19 pandemic has been severely reduced causing the supply chain constraints that increased lead times and prices.¹ These distribution transformers are essential to meet the customer growth being experienced in Denton and all of Texas. Equally important to DME is to maintain an inventory of distribution transformers to replace equipment that fail or is damaged and to ensure that there is sufficient spare equipment to restore electric service in the event of a catastrophic weather event impacting DME customers.

Since January 2022, the American Public Power Association (APPA) has issued three briefs (Attachments A, B, & C) addressing supply chain challenges and the DOE's proposed standards. In October 2022, APPA announced the results of its August 2022 members' survey that shows "the production of distribution transformers is not meeting current demand, 'as evident in the significantly growing lead times, lack of stock in yards and the high number of project deferrals' ... "Ninety-five (95) public power utilities serving a total of 6,719,596 meters responded to the survey." See the APPA website for more information here: [APPA Survey of Members Shows Distribution Transformer Production Not Meeting Demand | American Public Power Association](#) .

¹ Price increases of up to 300% have been seen on certain types of distribution transformers.

In May 2023, the Department of Energy announced the proposed Energy Efficiency Rule which did not appear to consider the documented distribution transformer shortages and lack of manufacturing capacity to produce the new transformer efficiency standards.

Beginning in July 2023, DME staff engaged on the issue by advocating for support of legislation that would provide federal funding to enhance domestic production of distribution transformers. Unfortunately, the effort failed to gain support and the funding was not included in the 2024 Energy and Water Appropriations Bill. In conjunction with this effort, DME staff also engaged with Federal Legislators regarding the DOE's proposed standards and advocated for a delay in their implementation. To date, DME staff's engagement on these matters have included: letters of support signed by Mayor Hudspeth; meeting with Federal Legislators and/or their staff; and gathering and sharing DME specific inventory and procurement data on distribution transformers to APPA and others. DME's efforts have mirrored those by APPA, TPPA, and other electric utilities across the Country. Due to a staff oversight, letters signed by the Mayor in February 2024 were not provided to the City Council and have been attached to this report (Attachment D).

In January 2024, Senator Brown (D-OH) introduced S. 3627, The Distribution Transformer Efficiency and Supply Chain Reliability Act of 2024, and co-sponsored by Senator Cruz (R-TX) and others. A companion bill in the House (H.R. 7171) has also been introduced and is identical to the Senate bill. Both bills delay the DOE's proposed standards for 10 years after they are finalized. To be clear, other bills have also been introduced that would delay the implementation of DOE's proposed standards for 5 years. DME staff continue to monitor these bills, but no formal action has been taken other than their introduction.

CONCLUSION:

DME staff remain concerned that the proposed DOE standards will further exacerbate distribution transformer lead times. However, in recent testimony by the Secretary of Energy, Jennifer Granholm, before the House Subcommittee on Energy and Water Development and Related Agencies, she indicated that DOE "has been listening to criticism of its proposed rule to tighten energy efficiency requirements for distribution transformers and 'adjustments have been made'". The DOE's draft rule proposed the new energy efficiency standard for distribution transformers to take effect in 2027, estimating it would save consumers approximately \$15 billion over 30 years. The agency has indicated it intends to issue a final rule in April." Below is a link to the referenced article:

[Granholm tells Congress 'adjustments have been made' to distribution transformer proposal | Utility Dive](#)

While the possibility of a resolution to this matter may be forthcoming, DME staff recommends that legislative efforts to date continue in partnership with other entities across the Country. If a City Council member would like to discuss this matter further or provide other direction to DME staff, please submit a two-minute pitch request to the City Manager's Office for an upcoming City Council meeting.

ATTACHMENTS:

- A – APPA’s Issue Brief (January 2022) Energy Efficiency.
- B – APPA’s Issue Brief (May 2022) Critical Infrastructure and Supply Chain Constraints.
- C – APPA’s Issue Brief (January 2024) Energy Efficiency.
- D – Mayor Hudspeth’s February 2024 Letters.

STAFF CONTACT:

Tony Puente
DME General Manager
Antonio.Puente@cityofdenton.com
940-349-8487

REQUESTOR:

Staff Initiated

STAFF TIME TO COMPLETE REPORT:

2 hours

ISSUE BRIEF January 2022

Energy Efficiency

Summary

Energy efficiency is the ability to maximize energy use via more efficient technologies throughout the electric utility system, as well as for electric customers to minimize their energy use via a variety of tools, technologies, and behaviors. It is one of the most important, cost-saving tools available to utilities to meet energy demand, defer generation investment, and reduce greenhouse gas and other emissions. The federal government creates incentives for energy efficiency through legislation, regulations, the tax code, and executive orders. The American Public Power Association (APPA) provides tools and supports research and development projects for its members to deploy energy efficiency measures at their utilities. APPA is generally supportive of federal efforts to encourage and support such activities so long as they are cost-effective for consumers and have a reasonable payback period.

Regulatory Action

Beginning with the Energy Policy and Conservation Act (EPCA) of 1975, Congress has passed several laws to promote energy efficiency standards for consumer products and equipment. Today, the Department of Energy's (DOE) Building Technologies Office implements minimum energy conservation standards for more than sixty categories of products. The standard setting process, which includes the publication of a proposed rule in the *Federal Register*, allows for public and stakeholder feedback. DOE is required to set standards that are "technically feasible and economically justified." In 2007, Congress passed the Energy Independence and Security Act (EISA), which required DOE to create a schedule for the regular review and updating of efficiency standards. DOE, along with the Environmental Protection Agency, also administers the voluntary ENERGY STAR program to identify products and building materials that go beyond federal efficiency standards.

While many of the efficiency standards set by DOE regulate consumer products, including ceiling fans, light bulbs, furnaces, and refrigerators, others may directly impact public power utilities, notably the efficiency standards for distribution transformers. Public power utilities, especially smaller municipally owned electric utilities, are often distribution-only asset owners and operators. A significant portion of their capital costs are for the transformers and wires that bring electricity to end-use customers. Thus, APPA believes that any energy efficiency regulations on distribution transformers must be economically justified to ensure that end-use customers recoup the costs for any increases in capital investments required through such regulations. Complex electric system equipment, like a distribution transformer, also requires an especially flexible and thoughtful approach when it comes to energy efficiency regulations as there are often situations where efficiency gains can come at the cost of broader optimal system operability.

In August 2021, DOE proposed new energy efficiency regulations for distribution transformers in Docket # EERE-2019-BT-STD-0018. APPA filed comments with DOE in the proceeding. The comments recommended that DOE delay implementation of any new energy efficiency regulation until the market for transformer materials has returned to the projections used in the economic justification for the proposed regulation. The comments noted the need for flexible and economically justified regulations, as well as cited current supply chain constraints for distribution transformers. The proposed rule is still pending before DOE.

Congressional Action

Congress has long had, and continues to have, a strong interest in promoting energy efficiency. Several energy efficiency provisions were included in the Energy Act of 2020, which passed as part of the Consolidated Appropriations Act of 2021 and was signed into law on December 27, 2020. Specifically, the law

reauthorized the Weatherization Assistance Program, a DOE program which funds energy efficiency upgrades for low-income households. The Energy Act of 2020 also directed DOE to establish rebate programs to encourage the replacement of inefficient electric motors and transformers, which APPA supports.

The Infrastructure Investment and Jobs Act (H.R. 3684), signed into law on November 15, 2021, appropriated an additional \$2.5 billion for the Weatherization Assistance Program and \$550 million for the DOE Energy Efficiency Conservation Block Grant program, which provides block grants to cities, states, and Indian tribes for energy efficiency and conservation projects. Additionally, the law will create a grant program for energy efficiency improvements and renewable energy deployment at public schools.

Both Congress and the Biden administration have looked to federal energy efficiency standards to spur energy efficiency, with President Biden including an “Energy Efficiency and Clean Electricity Standard” as part of the American Jobs Plan, an infrastructure proposal released in March 2021 prior to the development of the bipartisan Infrastructure Investment and Jobs Act. Similarly, Representatives Peter Welch (D-VT) and Yvette Clarke (D-NY) introduced legislation, H.R. 5889, the American Energy Efficiency Act, which would create a national energy efficiency standard and require utilities to achieve a 27 percent cumulative reduction in electricity use by 2035. Congress needs to be cognizant that many energy efficiency improvements require customers to purchase new appliances, make upgrades to their homes or businesses, and/or change their personal behavior, all actions that utilities cannot control. Though several states have implemented energy efficiency goals or standards, APPA believes that incentives, grants, rebates, and federal support for efficiency-related research and development are a more effective means to achieve greater energy efficiency nationally.

APPA Position

APPA strongly supports legislation to improve energy efficiency in multiple sectors. Many public power utilities have already taken steps on their own or through federal incentives, state funds, or local initiatives to improve their own energy efficiency and incentivize their customers to do the same. APPA will continue to work with Congress to promote strong energy efficiency policies, as well as ensure that DOE efficiency standards issued under EPCA are technically feasible and economically justified.

APPA Contact

Sarah Mathias, Government Relations Director,
202-467-2959 / smathias@publicpower.org

The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 2,000 towns and cities nationwide. We represent public power before the federal government to protect the interests of the more than 49 million people that public power utilities serve, and the 96,000 people they employ. Our association advocates and advises on electricity policy, technology, trends, training, and operations. Our members strengthen their communities by providing superior service, engaging citizens, and instilling pride in community-owned power.

ISSUE BRIEF May 2022

Critical Infrastructure And Supply Chain Constraints

The U.S. economy has been deeply impacted by supply chain constraints. These constraints are due to shortages of labor and multiple classes of materials, causing disruptions on a global level. For public power utilities, the ability to provide reliable and affordable power to homes, businesses, and critical facilities is foundational to both their business model and the recovery and expansion of the U.S. economy. Prioritization of critical electric infrastructure and the electric industry's critical functions during this period of material shortages and delays is necessary to prevent further economic slowdown and ensure electric reliability.

Supply of critical equipment and materials is decreasing while demand continues to grow, widening the gap between what is available and what is needed.

Electric utilities are experiencing shortages of distribution transformers, smart meters, conductor materials, skilled labor, and other necessities due to the economic impacts from the COVID-19 pandemic. Delayed investments and expanding lead times for new equipment caused by a lack of materials and labor will continue to compound the problem—possibly for years to come.

As the economy rebounds from the impacts of the pandemic, additional electric capacity is needed to power new residential and commercial development, new manufacturing facilities, and to support a rapidly expanding electric vehicle fleet. Public power utilities are investing heavily in clean energy technologies to meet environmental goals. Simultaneously, the industry is facing extreme weather events, which have become more frequent and severe, requiring more resource-intensive response and restoration.

Distribution transformers and other materials are in critically short supply.

Distribution transformers are essential for electric utilities to expand capacity, provide electricity to new communities, and restore service when existing infrastructure is damaged during a hurricane, winter storm, or other natural disaster. In a recent survey of public power utilities, 80 percent reported having either pad-mounted or pole-mounted distribution transformer inventories that are lower today than they were in 2018. The median percent of distribution transformers companies have this year compared to 2018 is down by 25 percent. Some companies have only 10 to 15 percent of the number of transformers they had four years ago.

Lead times to purchase new distribution transformers have risen from three months in 2018 to an extraordinary 12 months or more today. Utilities have relied on their existing inventory of transformers and other measures to bridge the gap between equipment purchase and arrival but have begun to report that their buffer inventories are decreasing to unacceptable levels. Assuming no changes to the current situation, 21 percent of surveyed public power utilities could run out of new transformers within the quoted 12-month lead time needed for newly purchased equipment to arrive.

Prolonged supply chain constraints on critical electric infrastructure could be detrimental to the U.S.

As hurricane and wildfire season approaches, maintaining a sufficient inventory of critical equipment for emergency response and restoration is especially important. The historically severe grid impacts of Hurricane Laura in 2020 and Hurricane Ida in 2021 combined with increasingly urgent supply chain constraints have

left electric utilities with depleted and decreasing transformer inventories, raising concerns about the feasibility of responding to and recovering from another severe storm season, even with a robust mutual aid program in place.

Supply chain constraints, particularly shortages of distribution transformers, have caused electric utilities to delay or cancel infrastructure projects that would require more resources than are available. Many of the industry's planned projects are designed intentionally to transition to cleaner energy resources, and significant construction delays have the potential to put the nation's clean energy objectives at risk. Already the transformer shortage is impacting the housing market, with construction companies being required to use generators long-term to keep their job sites powered while utilities look for transformers to feed new electrical load.

To ensure that supply chain constraints do not impact reliability, utilities are taking extraordinary measures to meet current demand with the limited supply of equipment that is available, including refurbishing older equipment and identifying swapping equipment in the field to generate spares from underutilized equipment. These are last-ditch efforts to protect the safety of electric customers and sustain other sectors that depend on electricity, but these efforts move the industry further away from clean energy, efficiency, and affordability goals.

Utilities are discussing the issue with the federal government, working with manufacturers, and with the entire sector to encourage additional production and sharing of transformers.

APPA Contact

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Corry Marshall, Senior Government Relations Director,
202-467-2939 / cmarshall@publicpower.org

The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 2,000 towns and cities nationwide. We represent public power before the federal government to protect the interests of the more than 49 million people that public power utilities serve, and the 93,000 people they employ. Our association advocates and advises on electricity policy, technology, trends, training, and operations. Our members strengthen their communities by providing superior service, engaging citizens, and instilling pride in community-owned power.

ISSUE BRIEF January 2024

Energy Efficiency

- Energy efficiency is one of the most important, cost-saving tools available to utilities to meet energy demand, defer generation investment, and reduce greenhouse gas and other emissions.
- The federal government creates incentives for energy efficiency through legislation, regulations, the tax code, and executive orders. The American Public Power Association (APPA) is generally supportive of federal efforts to encourage and support efficiency if they are cost-effective for consumers and have a reasonable payback period.
- Given that many energy efficiency improvements require changes in customer behavior that are beyond a utility's control, APPA believes Congress should continue to provide incentives, grants, rebates, and federal support for energy efficiency research and development to encourage, but not mandate, achieving greater energy efficiency.
- APPA urges the Department of Energy (DOE) to maintain current conservation standards for distribution transformers.

Background

Energy efficiency is the ability to maximize energy use via more efficient technologies throughout the electric utility system, as well as for electric customers to minimize their energy use via a variety of tools, technologies, and behaviors. Beginning with the Energy Policy and Conservation Act of 1975 (EPCA), Congress has passed several laws to promote energy efficiency standards for consumer products and equipment. Today, DOE's Building Technologies Office implements minimum energy conservation standards for more than 60 categories of products. The standard setting process, which includes the publication of a proposed rule in the *Federal Register*, allows for public and stakeholder feedback. DOE is required to set standards that are "technically feasible and economically justified." In 2007, Congress passed the Energy Independence and Security Act, which required DOE to create a schedule for the regular review and updating of efficiency standards. DOE, along with the Environmental Protection Agency (EPA), administers the voluntary ENERGY STAR program to identify products and building materials that go beyond federal efficiency standards.

While many of the efficiency standards set by DOE regulate consumer products, including ceiling fans, light bulbs, furnaces, and refrigerators, some may directly impact public power utilities, notably the efficiency standards for distribution transformers. Public power utilities, especially smaller ones, are often distribution-only asset owners and operators. A significant portion of their capital costs are for the transformers and wires that bring electricity to end-use customers. APPA believes that any energy efficiency regulations on distribution transformers must not constrain market production and be economically justified to ensure that end-use customers recoup the costs for any increases in capital investments required through such regulations. Complex electric system equipment, like a distribution transformer, also requires an especially flexible and thoughtful approach to energy efficiency regulations, as there are often situations where efficiency gains can come at the cost of broader optimal system operability. For more information on distribution transformers, please see APPA's issue brief, "Critical Infrastructure and Supply Chain Constraints."

In response to increasingly severe distribution transformer supply chain constraints, in May 2022, APPA and the National Rural Electric Cooperative Association sent a letter to DOE Secretary Jennifer Granholm urging her to temporarily waive the existing energy conservation standard for distribution transformers. Manufacturers could use the waiver at their discretion to increase output as much as possible until the immediate supply crisis has abated, thereby increasing the stock of transformers available to public power and other utilities. DOE subsequently denied the request.

APPA filed public comments in response to DOE proposals to increase energy efficiency standards for distribution transformers and EPA ENERGY STAR proposals for distribution transformers. The comments supported the need for flexible and economically justified regulations. In December 2021, APPA responded to a DOE pre-filing for distribution transformers standards recommending that DOE delay implementation of a new energy efficiency regulation until the market for transformer materials returned to the projections used in the economic justification for the proposed regulation, citing current supply chain constraints for distribution transformers. In December 2022, DOE released its Notice of Proposed Rulemaking (NOPR) for new efficiency standards for all categories of distribution transformers that would require a conversion to the use of amorphous steel cores. In March 2023, APPA filed comments in response to the NOPR stating that the standard and analyses used in it do not comport with EPCA requirements and that the proposed standards would “worsen already critical distribution transformer supply shortages.” The final rulemaking has not yet been released.

Congressional Action

Several energy efficiency provisions were included in the Energy Act of 2020, which was enacted into law as part of the Consolidated Appropriations Act of 2021 (P.L. 116-260). Specifically, the law reauthorized the Weatherization Assistance Program (WAP), a DOE program that funds energy efficiency upgrades for low-income households. The Energy Act of 2020 also directed DOE to establish rebate programs to encourage the replacement of inefficient electric motors and transformers, which APPA supports.

The Infrastructure Investment and Jobs Act (IIJA/P.L. 117-58) appropriated an additional \$2.5 billion for the WAP. It also appropriated \$550 million for the DOE Energy Efficiency and Conservation Block Grant program, which provides block grants to cities, states, and Indian tribes for energy efficiency and conservation projects. Additionally, the law will create a grant program for energy efficiency improvements and renewable energy deployment at public schools.

The Inflation Reduction Act (P.L. 117-169) extended or created several new tax incentives for residential energy efficiency improvements, including increasing the credit for residential energy efficiency home improvements, energy efficient home appliances, creating a rebate program for residential energy saving retrofits, and new grants for states to support energy efficiency training for contractors.

In response to increasing concerns about how the distribution transformer supply chain issue is impacting communities across the country, including delaying when electric utilities can connect new housing and businesses to the electric grid, as well as potentially slowing down electrification efforts, senators and representatives from both parties in the spring of 2023 sent letters to Secretary Granholm requesting that DOE withdraw its proposed rule regarding new efficiency standards for distribution transformers. The House letter was led by Representative Diana Harshbarger (R-TN) and signed by 64 House members. Senator Bill Hagerty (R-TN) led a similar letter that was signed by 45 senators.

In June 2023, Representative Richard Hudson (R-NC) and Senator John Barrasso (R-WY) introduced the Protecting America's Distribution Transformer Supply Chain Act of 2023 (H.R. 4167/ S. 2036). The legislation would prohibit DOE from moving forward on its proposed energy efficiency standards to increase conservation standards for distribution transformers over the next five years. H.R. 4167 was approved by House Energy & Commerce Committee in December 2023. APPA strongly supports these bills; at minimum, a delay of five years is needed to allow market production to catch up to demand.

Similar language to prevent DOE from using funding to move forward on the NOPR was included in the House Fiscal Year (FY) 2024 Energy and Water Development and Related Agencies Appropriations Bill. The FY 2024 Senate Energy and Water Appropriation Bill includes \$1.2 billion through 2026 to “enhance the domestic supply chain for the manufacture of electric grid components.” The funding is provided through several programs authorized under the IIJA. This funding could help address identified labor and materials shortages. The committee report accompanying the bill also includes language raising concerns over the distribution transformer crisis and the impact it could have on reliability, resilience, and affordability.

APPA Contact

Steve Medved, Government Relations Manager, 202-467-2928 / smedved@publicpower.org

The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 2,000 towns and cities nationwide. We represent public power before the federal government and protect the interests of the more than 49 million people that public power utilities serve and the 96,000 people they employ.



Office of the Mayor

215 E. McKinney St., Denton, TX 76201 • (940) 349-7717

Friday, February 2, 2024

The Honorable Ted Cruz
United States Senate
Washington DC 20510
Via email: timothy_kocher@cruz.senate.gov

Dear Senator Cruz:

Thank you for introducing bipartisan legislation (S. 3627) that will set reasonable and attainable energy efficiency standards for electric distribution transformers without exacerbating supply chain issues or harming domestic production of this piece of critical equipment.

Denton Municipal Electric (DME) supports the goal of increasing the efficiency of all our electric distribution system. As a citizen-owned public utility, our priority is providing our customers with the most affordable and reliable service possible, and improved energy efficiency plays a key role in meeting our core mission. However, given the supply chain crisis for electric distribution transformers, we fear that implementation of the Department of Energy's proposed efficiency standards will exacerbate the transformer supply chain crisis, increasing our costs and threatening the reliability of our service. The standard outlined in your bipartisan bill will meet the goals of increasing energy efficiency and ensuring a strong domestic supply of transformers.

I am pleased that your bill enjoys broad stakeholder support, and I hope the Senate will act on it soon. Please let me know how we can be of assistance as you move this bill forward.

Thank you for your work on this Denton priority.

Sincerely,

Gerard Hudspeth
Mayor

OUR CORE VALUES

Inclusion • Collaboration • Quality Service • Strategic Focus • Fiscal Responsibility



Friday, February 2, 2024

The Honorable John Cornyn
United States Senate
Washington DC 20510
Via email: laura_atcheson@cornyn.senate.gov

Dear Senator Cornyn:

I am pleased that Senators Cruz and Brown have introduced bipartisan legislation (S. 3627) that will set reasonable and attainable energy efficiency standards for electric distribution transformers without exacerbating supply chain issues or harming domestic production of this piece of critical equipment, and I respectfully urge you to cosponsor this bill. S. 3627 enjoys broad stakeholder support, and I hope the Senate will act on it soon.

As we wrote last year, the supply chain crisis for electric distribution transformers seriously impacted Denton Municipal Electric (DME). We have nearly **\$22 million** in outstanding purchase orders for electric distribution transformers, with a waiting time of **1.5 to 3 years** for delivery of new orders. As a result, our inventory of transformers is at levels reserved for normal, daily operational responsibilities and emergency response but falls short of meeting the extraordinary growth we are experiencing. DME has **71** construction-ready projects and another **131** projects currently in the design phase. Due to the low inventory of transformers and current supply chain issues, we have notified customers and developers DME may not be able to provide immediate service to these projects.

DME supports the goal of increasing the efficiency of all portions of our electric distribution system. As a citizen-owned public utility, our priority is providing our customers with the most affordable and reliable service possible, and improved energy efficiency plays a key role in meeting our core mission. However, given the supply chain crisis for electric distribution transformers, we fear that implementation of the Department of Energy's proposed efficiency standards will exacerbate the transformer supply chain crisis, increasing our costs and threatening the reliability of our service. The standard outlined in S. 3627 will meet the goals of increasing energy efficiency *and* ensuring a strong domestic supply of transformers.

Thank you for your attention to this Denton priority.

Sincerely,

Gerard Hudspeth
Mayor

OUR CORE VALUES

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INFORMAL STAFF REPORT TO MAYOR AND CITY COUNCIL

SUBJECT:

Water Conservation Plan Updates.

EXECUTIVE SUMMARY:

The Water Utilities Department, in accordance with Texas Administrative Code 31 TAC 363.15, is updating the City of Denton's Water Conservation Plan. The draft plan details how the public utility conserves water in everyday operations, as well as what measures the utility will take in the event of a drought scenario. The Texas Water Development Board requires utility providers to update their plan every 5 years. Denton's update is due to the board on May 1, 2024.

The Water Conservation Plan is comprised of two separate guidance documents, the Conservation Plan, and the Drought Contingency Plan.

The purpose of the Drought Contingency Plan is to enhance the resilience of the community and Denton's water system during times of drought, to minimize water related risks and ensure the sustainable management of water resources during times of water scarcity. The Drought Contingency Plan defines what constitutes a drought situation, the severity of the situation, and the appropriate mitigation measures.

The purpose of the Conservation Plan is to provide a framework that will allow the City to effectively manage and preserve the water resources in its portfolio. By conserving water, The City of Denton can better ensure sustainable access to clean water for current and future generations. To achieve this purpose, the department will maintain the comprehensive and integrated approach that addresses the multiple drivers of water consumption and incorporates a range of strategies tailored to the City's use profile. The plan leverages tools and programs such as proactive leak detection and repair; proactive meter testing, maintenance, and repair; defined customer outdoor watering schedules; robust public education and outreach to encourage water conservation.

The proposed Water Conservation Plan is scheduled for Public Utility Board consideration on April 8, 2024, and City Council consideration on April 16, 2024.

BACKGROUND:

The Water Conservation Plan is codified in Ordinance 19-863. Prior plans were approved in 2005, 2009, 2014 and 2019.

DISCUSSION:

The Conservation Plan was modified with a single substantial update, adoption of a twice-per-week outdoor irrigation schedule, based on address numbers.

Address	Irrigation Day
Even Addresses (ending in 0,2,4,6,8 or no address)	Tuesday and Saturday
Odd Addresses (ending in 1,3,5,7,9)	Wednesday and Sunday
Commercial and Multi-Family	Monday and Thursday

To support this update, the department is recruiting a public outreach and water efficiency coordinator. This position will proactively engage with the community to educate the public on the new irrigation schedule and best practices to maximize irrigation usage on landscaping. Adherence to the irrigation schedule will be monitored by site inspections and Engage Denton community feedback. Non-Adherence to the new irrigation schedule will be documented, and the department will take an educational approach to following up on all documented occurrences, with the goal of correcting and modifying behavior. While Denton municipal code § 26-234 provides for punishment by fine for violation of the Conservation Plan, it is the Department's intention to avoid punishment by fine until the City has entered the 3rd irrigation season after adoption. Additionally, Water Utilities is partnering with Sustainability to promote the City's existing waterwise curriculum. A Discuss Denton [website](#) was created specifically for water conservation, the website is updated daily with actual usage volumes, as well as conservation opportunities and other water utility updates, as well as allowing for direct communication with department staff.

CONCLUSION:

The draft Water Conservation Plan is scheduled for Public Utility Board consideration on April 8, 2024, and City Council consideration on April 16, 2024 in advance of the Texas Water Development Board's May 1, 2024 deadline.

ATTACHMENTS:

1. 2024 Draft Water Conservation Plan

STAFF CONTACT:

Haley Salazar
Water Resource Administrator
Haley.salazar@cityofdenton.com
(940) 349-7523

REQUESTOR: Staff Initiated

STAFF TIME TO COMPLETE REPORT: 2 hours.

PARTICIPATING DEPARTMENTS: Denton Water Utilities, Environmental Services and Sustainability

CITY OF DENTON WATER CONSERVATION PLAN

April 2024

1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. The increasing population and economic development in Region C have led to growing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. It is important to preserve water availability by making efficient use of existing supplies. Effective conservation strategies will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers.¹ The TCEQ guidelines and requirements for water suppliers are included in Appendix B. The City of Denton has adopted this water conservation and drought contingency plan pursuant to TCEQ guidelines and requirements.

The objectives of the water conservation plan are:

- To reduce per capita water consumption.
- To reduce operational water loss
- To reduce wasteful uses of water.
- To promote water reuse.
- To improve efficiency in the use of water.
- To extend the life of current water supplies by implementing sustainable practices

The objectives of the drought contingency plan are:

- To conserve the available water supply in times of drought and emergency.
- To maintain supplies for domestic water use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To minimize the adverse impacts of water supply shortages.
- To minimize the adverse impacts of emergency water supply conditions.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as:

“A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).”¹

According to TCEQ rules, water conservation plans for public water suppliers must have a certain minimum content (Section 3), must have additional content for public water suppliers that are projected to supply 5,000 or more people in the next ten years (Section 4), and may have additional optional content (Section 5).

2.2 Drought Contingency Plans

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, which is included in Appendix B. The rules for wholesale water suppliers are contained in Rule 288.22, included in Appendix B. For the purpose of these rules, a drought contingency plan is defined as:

“A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).”¹

The drought contingency plan for the City of Denton is contained in Section 6 of this water conservation and drought contingency plan.

3. MINIMUM REQUIRED WATER CONSERVATION PLAN CONTENT

The minimum requirements in the Texas Administrative Code for water conservation plans for public drinking water suppliers covered in this report are as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 3.1 and Appendix C
- 288.2(a)(1)(B) – Records Management System – Section 3.2

- 288.2(a)(1)(C) – Specification of 5- and 10-Year Savings Targets – Section 3.3
- 288.2(a)(1)(D) – Accurate Metering – Sections 3.4.A
- 288.2(a)(1)(E) – Universal Metering – Section 3.4.B
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water – Section 3.5
- 288.2(a)(1)(G) – Public Education and Information Program – Section 3.6
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 3.7
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 3.8
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 3.9, Appendix D
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 3.10 and Appendix E

TCEQ places additional requirements on wholesale water suppliers in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.5 of the Texas Administrative Code. This Rule is included in Appendix B.

TCEQ's minimum requirements for water conservation plans are addressed in the following subsections of this report:

- 288.5(1)(C) – Maximum Acceptable Unaccounted-For Water Goal – Section 3.5

3.1 Utility Profile

Appendix C to this water conservation plan is a water utility profile for the City of Denton, based on the format recommended by the TCEQ.²

3.2 Records Management System

The Texas Administrative Code requires water systems maintain a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

- (i) residential;
 - (I) single family;
 - (II) multi-family;
- (ii) commercial;
- (iii) institutional;
- (iv) industrial;

- (v) agricultural; and,
- (vi) wholesale.

The City of Denton Currently Utilizes NorthStar Billing System. While the acquisition and implementation of this software predates the above records management requirements, the system can accommodate the classification of water uses into detailed water use data.

3.3 Specification of 5- and 10-Year Savings Targets

The Texas Administrative Code requires specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD.

In December of 1999, the average gallon per capita per day (gpcd) water usage was roughly 160. This figure is arrived at by taking the amount of produced water, subtracting wholesale water amounts, then dividing the remaining amount by the current population. It is important to note, that gpcd is an industry standard, however gpcd does include commercial and industrial water usages. Therefore, it is important to make the distinction that a gpcd figure does not represent household usage alone, but also considers an individual's "water footprint" based on the water consumption of goods and services they enjoy.

In 1999, when gpcd was 160, the original water conservation plan articulated a conservation goal of a 15 percent reduction in per capita water use by 2050, which would be 136 gpcd.

The City's water conservation goals were further amended May 1, 2005, to include the goal of a one percent reduction yearly in per-capita usage for ten years. Resulting in 152 gpcd by 2024. Weather variability presents data interpretation challenges. On average, Denton receives 38 inches of rain. In 2015 Denton received 69.5 inches of rain, that year saw a 132.64 gpcd consumption, surpassing our 2050 goal. In 2023 Denton received 28.8 inches of rain, that year saw 149.78 gpcd consumption. While the 2024 usage is much higher than the 2015 usage, it is fair to argue 2024 more accurately represents successful reduction. Additionally, the pattern and frequency of rainfall has significant effects on irrigation patterns. For example, if 1" of rain falls per week in .25" increments every other day in August, irrigation would be largely curtailed, however if 1" of rain falls on a Sunday then the rest of the week is dry, irrigation would likely occur by mid-to-end of the week.

Due to a shift in a larger percent of population living in multifamily homes, some of the assumptions comprising the 2050 goal of 136 gpcd were reexamined, and a new goal of 130 gpcd by 2050 is the new target.

The figure below represents Denton’s conservation in 2019, 2024 to date actuals, and 5-, 10- and 15-year goals through 2039.

Unit	Unit	2019	2024	2029	2034	2039
City of Denton Population		133,610	156,643	231,334	255,412	281,995
Gallons Per Capita per Day	gpcd	140	148	145	142	140
Residential Gallons Per-Capita per Day	gpcd	58.3	63.38	60	56.5	53

3.4.A Accurate Metering of Raw Water Supplies and Treated Water Deliveries

The City of Denton meters all raw water diversions from Lake Lewisville and Lake Ray Roberts to each of the Water Treatment Plants. The City of Denton also meters all treated water deliveries to the distribution system from each water treatment plant. Each meter has an accuracy of plus or minus one percent. The meters are calibrated on a semiannual basis by City of Denton personnel to maintain the required accuracy and are repaired or replaced as needed. Both Raw meters for Lake Ray Roberts were replaced in 2018, and both Lake Lewisville meters were replaced in 2021.

3.4.B Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

Water usage for all customers of the City of Denton, including public and governmental use, is metered. As part of the water conservation plan, the City of Denton will continue to implement a meter replacement program. Denton Water Utility (DWU) staff conducted an extensive study in 2004 in which over 2,000 water meters were bench tested for accuracy. Throughout the years since this study was conducted, it has been updated and to date holds validity in results. In addition, a cost-benefit analysis was conducted to maximize the efficiency of the meters versus the costs of the replacement program. Based on the study, ¾ to 2-inch meters are replaced on a twelve- to fourteen-year cycle. The program focused on replacing the oldest meters in the system first. From 2009 to 2013 DWU has replaced meters to meet the twelve- to fourteen-year cycle. Meters that are 3-inch or larger are tested every year and repaired or replaced as necessary. The meter inventory for the city is in the process of transitioning to AMI or Automatic Meters. A pilot study is currently in progress and it is anticipated that the AMI meters will begin to replace analogue meters in 2027.

In addition, meters registering any unusual or questionable readings are automatically flagged in the billing process and be tested and repaired to restore full functionality.

3.5 Determination and Control of Water Loss

The amended 2003, Texas Water Code (Chapter 16.0121) requires that DWU (a retail public utility that provides potable water) to file an annual audit of system water loss. DWU continues to follow annually in compliance with the TWC.

DWU staff performs a yearly water audit, using the International Water Association/ American Water Works Association (IWA/AWWA) method required by the TWDB. DWU staff has been conducting water audits since the early 1990s. Historically, the City of Denton's non-revenue water, has always been below the AWWA goal. The City of Denton unaccounted-for water is also below the national average and the 2017 Texas average. The City of Denton's system has always met the suggested targets of the newer IWA/AWWA methodology as specified by the TWDB Task Force on water conservation.

The City of Denton will continue to conduct annual water audits using the IWA/AWWA methodologies.

Non-revenue water for the City of Denton has varied from 3.3 percent to 7.5 percent in the last five years, with the highest value still under review regarding accuracy of a source meter. Previous audits led to the discovery and correction of a systematic source metering error at the Ray Roberts Water Treatment Plant. Staff will continue to conduct comprehensive water audits annually and take appropriate measure to minimize system water loss.

3.6 Public Education and Information; Partnerships with Non-profits

The City of Denton continues to have an active role in the education of water conservation with several methods of outreach and public information. Along with their Partnerships with Non-Profits, they execute campaigns throughout the year(s) to spread information on conservation. The continuing public education and information campaign and the partnerships with Non-Profit organizations on water conservation includes the following elements:

- a. Promote the City's water conservation measures (presented in Sections 3, 4, and 5).
- b. Enforcement of a mandatory twice-a-week watering schedule for landscape.
- c. Include inserts on water conservation with water bills at least twice per year. Inserts will include material developed by City of Denton staff and material obtained from the TWDB, the TCEQ, and other sources that pertain to water conservation, irrigation conservation, and protecting pipes from freezing.
- d. Encourage local media coverage of water conservation issues and the importance of water conservation.
- e. Make the Texas Smartscape materials, water conservation brochures, and other water conservation materials available to the public at the City of Denton Utility Department, other City facilities, and at special events.

- f. Make information pertaining to water conservation and irrigation conservation available online at www.sustainable Denton.com and water utilities website www.discuss Denton.com/water-wise-Denton include links to the Texas Smartscape website and to information relating to water conservation on the TWDB and TCEQ web sites.
- g. Provide a Xeriscape class once a year to promote conservation landscaping and conservation irrigation practices.
- h. Encourage attendance at Texas A&M Water University water classes. Offered options include Rain barrel and Drip irrigation classes.
- i. Promote and educate with non-profit conservation partners such as Master Naturalist, Master Gardeners, and Natural Plant Society, organizations that actively hold informational and educational meetings and volunteer opportunities regularly within our community.
- j. Offer presentations to local organizations, schools, and civic groups on the importance of water conservation and ways to save water.

3.7 Non-Promotional Water Rate Structure

With the intent of encouraging water conservation and discouraging waste and excessive use of water, the City of Denton adopted an increasing block (inverted block) rate in 1998. In an inverted-block structure the unit price of water increases with increasing water use.

The City of Denton initially employed an inverted-block rate from May through October. We have since adopted this structure year-round. The structure consists of four blocks. The first block provides enough water to cover a typical household's water usage, which includes a moderate amount for irrigation. The second, third, and fourth blocks are designed to curb discretionary and seasonal outdoor water use. The inverted-block structure only applies to residential customers. DWU bills commercial customers on a flat rate, but has implemented seasonal pricing on commercial irrigation meters to curb summer peak demand.

3.8 Reservoir System Operation Plan

The City of Denton has the right to divert water from Lake Lewisville and Lake Ray Roberts, which we limit to firm yield calculations as follows:

- 19.76 MGD from Lake Ray Roberts
- 4.34 MGD from Lake Lewisville

The City of Denton is the minority water right holder in both reservoirs. The expired agreement with the City of Dallas (majority water right holder) delegates comprehensive coordination of reservoir management to the City of Dallas.

3.9 Implementation and Enforcement of the Water Conservation Plan

Appendix D contains a copy of the resolution of the City of Denton City Council adopting this water conservation and drought contingency plan. The resolution designates responsible officials to implement and enforce the water conservation and drought contingency plan.

3.10 Coordination with Regional Water Planning Group

The City of Denton will provide a copy of this water conservation and drought contingency plan to the Region C Water Planning Group, which is currently developing the Regional Water Plan. Appendix E includes a copy of a letter sent to the Chair of the Region C Water Planning Group.

4. ADDITIONAL REQUIRED WATER CONSERVATION PLAN CONTENT

The Texas Administrative Code also includes additional requirements for water conservation plans for public drinking water suppliers that serve a population of 5,000 people or more and/or a projected population of 5,000 people or more within the next 10 years:

- §288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 3.5, 4.1, and 5.5
- §288.2(a)(1)(B) – Record Management System – Section 4.2
- §288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers – Section 4.3

4.1 Leak Detection and Repair; Pressure Control

Measures to control unaccounted-for water are part of the routine operations of the City of Denton. Meter readers, water and wastewater utility personnel, and the public report leaks in the system. Maintenance crews are on-call 24-hours a day and respond quickly to repair reported leaks. DWU has invested in leak detection and correlator equipment that helps in identifying more leaks and locating leaks more accurately for repair.

The City of Denton also proactively decreases water loss through the waterline replacement program. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement.

DWU will continue analysis on the life cycle of transmission lines. These pipes have an assumed lifespan of 75 years. DWU continuously assesses the current condition of existing transmission lines and maintains a detailed maintenance history. DWU revises the replacement schedules accordingly for all existing transmission lines to reduce water loss from main breaks by better estimating end of useful life.

To reduce real water losses, the City of Denton will maintain a proactive water loss program. As part of this program, the City will implement the following actions:

- a. Continue to implement and improve the waterline replacement program.
- b. Conduct an analysis to revise the replacement schedule of transmission lines.
- c. Conduct regular inspections of all water main fittings and connections during periods of maintenance and repair.

4.2 Record Management System

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(B), the record management system for the City of Denton records water pumped, water delivered, and water sold. However, the City of Denton's record management system does not allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories as required.

The current billing system separates sales and uses into residential, commercial, and wholesale user classes. At such time that the City of Denton procures a new record management system, such system will have the capabilities required in section 288.2(a)(1)(B).

4.3 Requirement for Water Conservation Plans by Wholesale Customers

Each contract for the wholesale sale of water by the City of Denton will include a requirement that the wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(c) of the Texas Administrative Code. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of Chapter 288.

5. OPTIONAL WATER CONSERVATION PLAN CONTENT

TCEQ rules also list optional (not required) conservation strategies, which may be adopted by suppliers to achieve the stated goals of the plan. The following optional strategies are listed in the rules; some are not included in this plan:

- §288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 3.7
- §288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 5.1
- §288.2(a)(3)(C) – Programs for the Replacement or Retrofit of Water-Conserving Plumbing Fixtures in Existing Structures – (Not included in plan)
- §288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 5.2
- §288.2(a)(3)(E) – Pressure Control and/or Reduction – (Not included in plan)
- §288.2(a)(3)(F) – Landscape Water Management Ordinance – Section 5.3
- §288.2(a)(3)(G) – Monitoring Method – Section 5.4

- §288.2(a)(3)(H) – Other Conservation Methods – Section 5.5 and 5.6

5.1 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The State of Texas has required 2.5 gpm faucets, 3.0 gpm showerheads, and 1.6 gpf toilets for new construction since 1992. Similar standards are also required under federal law. Denton's Plumbing Code complies with the State of Texas requirements. The implementation of the federal rules requiring energy-conserving clothes washers in 2007 improved the water-efficiency of residential clothes washers.

5.2 Reuse and Recycling of Wastewater

The City of Denton's current reuse program delivers approximately 0.5 MGD of reclaimed wastewater effluent. The current distribution system has a maximum capacity of 4 MGD. The city is currently partnering with a consultant to perform an analysis on the system and increase usage by identifying new customers that can feasibly be connected to the system, and identifying infrastructure improvements to allow for expansion. Lastly, new developments of a certain size are required to be constructed with purple pipe to accommodate future system expansion. Staff is identifying internal processes that can be accomplished with reuse water, such as sewer cleaning and street sweeping, and working to accommodate the change from potable to reuse water to accomplish these tasks.

5.3 Landscape Management Ordinance

As part of the development of this water conservation plan, the City of Denton has implemented a lawn and landscape irrigation and water waste ordinance. This ordinance is intended to minimize waste in landscape irrigation and other uses. The ordinance was implemented in 2006, during a drought period when public awareness of the drought was high. The ordinance includes the following elements:

- a. Prohibition of outdoor watering, except by hand and for watering foundations, from 10:00 a.m. to 6:00 p.m. every day from June 1 through September 30.
- b. Requirement that all new irrigation systems include rain and freeze sensors.
- c. Prohibition of designs and installations that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas.
- d. Prohibition of use of poorly maintained sprinkler systems that waste water.
- e. Requirement that any outside faucet or service line leak be repaired.
- f. Enforcement of the ordinance by a system of warnings followed by fines for continued or repeat violations.

Staff is expanding the rules and regulations above to include a twice a week irrigation schedule for all users, as well as hiring an additional staff member to support the public and uphold the restrictions.

The irrigation schedule is as follows:

Address	Irrigation Day
Even Addresses (ending in 0,2,4,6,8 or no address)	Tuesday and Saturday
Odd Addresses (ending in 1,3,5,7,9)	Wednesday and Sunday
Commercial and Multi-Family	Monday and Thursday

5.4 Monitoring Method

Currently there is not a system in place to accurately measure consumption per capita per day. The meter inventory for the city is in the process of transitioning to AMI or Automatic Meters. A pilot study is currently in progress and it is anticipated that the AMI meters will begin to replace analogue meters in 2027. As meters are replaced, AMI technology will allow for individual gpcd monitoring.

5.5 Customer Water Audit

The City of Denton will continue to conduct water audits for single- and multi-family residential customers. The four main purposes are to: educate customers about conservative water use habits and replacement of inefficient toilets, clothes washers, and dishwashers; educate customers about water-efficient showerheads and faucet aerators; identify leaks; and optimize irrigation water usage. The City's auditor will review the water use habits of the customer, inspect the system for leaks and excessive use, and recommend any equipment repairs or changes to increase the efficiency of both the domestic and irrigation water systems. Although overall water savings from residential water audits are minimal, residential water audits are crucial to maintaining good customer relations particularly related to high billing complaints.

The City of Denton has and will explore new organizational options that would allow for expansion of the water audit program. In addition to increasing availability of personnel for residential water audits, DWU will begin to expand its focus and implement a program for commercial customers. As Denton's highest volume water customers are in the commercial sector, commercial water efficiency is expected to make a significant impact toward overall reductions.

5.6 Park, Athletic Fields and Golf Course Conservation

The City of Denton will explore the possibility of additional savings by the proper management of park and athletic field irrigation, landscape, and turf practices. The Texas Water Development Board Water

Conservation Best Management Practices Guide includes guidelines for water conservation in parks, athletic fields, and golf courses.³ DWU will work with other city departments to determine the potential for water and cost savings by proper management practices and implement them when practical. Additionally, Denton is exploring the use of Effluent or Reuse water as a sustainable alternative to potable water. We are currently in the planning stage of this process.

DRAFT

6. DROUGHT CONTINGENCY PLAN

6.1 Introduction

The purpose of this drought contingency plan is as follows:

- a. To conserve the available water supply in times of drought and emergency.
- b. To maintain supplies for domestic water use, sanitation, and fire protection.
- c. To protect and preserve public health, welfare, and safety.
- d. To minimize the adverse impacts of water supply shortages.
- e. To minimize the adverse impacts of emergency water supply conditions.

6.2 State Requirements for Drought Contingency Plans

This drought contingency plan is consistent with Texas Commission on Environmental Quality (TCEQ) guidelines and requirements for the development of drought contingency plans by public drinking water suppliers, contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. This rule is included in Appendix B.

TCEQ's minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 6.3
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – Section 6.4
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 6.9
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages – Section 6.5
- 288.20(a)(1)(E) – Drought and Emergency Response Stages – Section 6.6
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions – Section 6.6
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 6.6
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages – Section 6.6
- 288.20(a)(1)(I) - Procedures for Granting Variances – Section 6.8
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions – Section 6.7
- 288.20(a)(3) – Consultation with Wholesale Supplier – Not applicable
- 288.20(b) – Notification of Implementation of Mandatory Measures – Section 6.6

288.20(c) – Review and Update of Plan – Section 6.10 TCEQ places additional requirements on wholesale water suppliers in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.22 of the Texas Administrative Code. This Rule is included in Appendix B.

TCEQ's minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.22(a)(1) – Provisions to Inform Wholesale – Section 6.3
- 288.22(a)(7) – Water Supply and Demand Management Measures Conform to Texas Water Code 11.039 – Section 6.6
- 288.22(a)(8) – Wholesale Contract Supply Provisions Conform to Texas Water Code 11.039 – Section 6.6

6.3 Provisions to Inform the Public and Opportunity for Public Input

The City of Denton provided opportunity for public input in the development of this drought contingency plan from January 22 through February 22 of 2024:

- a. Written notice of the proposed plan and the opportunity to comment on the plan was posted on the water utilities website www.discussdenton.com/water-wise-denton
- b. Notification was given before, after and during the comment period
- c. The plan is always available to the public at the City of Denton's web site www.cityofdenton.com and water utilities website www.discussdenton.com/water-wise-denton
- d. The public may comment on updates to the plan.
- e. The plan will be provided to anyone requesting a copy.

The City of Denton shares water rights with the City of Dallas. Denton is the minority water right holder in both water supply reservoirs. It is by design that Denton's Drought Contingency Plan closely resembles Dallas' plan. The need to coordinate Denton's Plan with the Dallas plan is appropriate and fosters Consistent communication within a media market common to many different water utilities.

6.4 Provisions for Continuing Public Education and Information

The City of Denton will inform and educate the public about its drought contingency plan by the following means:

- a. The plan is available to the public through the City of Denton web site at www.cityofdenton.com and the water utility's website www.discussdenton.com/water-wise-denton
- b. Including information about the drought contingency plan on the City of Denton's web site, www.cityofdenton.com water utility's website www.discussdenton.com/water-wise-denton.
- c. Upon request, make presentations to local organizations, schools, and civic groups on the drought contingency plan (usually in conjunction with presentations on water conservation programs).

- d. Open public meetings with the Public Utilities Board, Environment Committee, and City Council.

Any time the drought contingency plan is activated, or the drought stage changes, the City of Denton will notify local media of the issues, the drought response stage, and the specific actions required of the public. The information will also be publicized on the City of Denton website, www.cityofdenton.com. Billing inserts will be used as appropriate.

6.5 Initiation and Termination of Drought Response Stages

6.5.1 Initiation of Drought Response Stages

The Director of Water Utilities or designee may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions for that stage are met. The following actions will be taken when a drought stage is initiated:

- a. The public will be notified through local media.
- b. Wholesale customers will be notified by telephone with a follow-up letter or email.
- c. If any mandatory provisions of the drought contingency plan are activated, the City of Denton will notify the Executive Director of the TCEQ within 5 business days.

The Director of Water Utilities or designee may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors that could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs.

Trigger Condition Types: The three types of water management conditions are discussed below:

For a **Type A situation**, preservation of the total water supply is critical and corresponding water management measures should stress overall reductions in water use. This condition is measured by a reduction in lake supply and results from extended drought. The best opportunity to respond to a drought is early in the drought cycle. Drought Contingency measures should stress overall reductions in water demand (i.e., average-day water demand).

For a **Type B situation**, in which the water demand approaches the delivery capacity of the system, managing and lessening the peak water demand will be critical, and corresponding drought contingency measures should stress water-use reductions or shifts to off-peak hours. In this situation, the objective of Stages 1 and 2 are to avoid triggering the next stage. A Stage 3 trigger requires immediate and severe water demand reductions. Equipment or system failures that result from

increased stresses to the transmission, treatment, or distribution systems can worsen a **Type B** situation. This condition is a result of an increase in demand. In the short term, this typically occurs during the summer months when irrigation requires more water. In the long term, it could occur if treatment plant or distribution system expansions do not keep pace with the growth in consumer demand, which is especially possible in times of significant population growth. Drought contingency measures should stress reductions in peak water demand or redistribution of the demand to off-peak hours.

For a **Type C situation** where deficiencies limit the supply capacity, both water-use reductions and shifts to off-peak hours may be necessary. Although the area involved may be localized, immediate action requiring water demand reduction is necessary. Depending upon the severity of the triggering conditions, it is feasible that the plan could proceed immediately to implementation of stage 3. This condition is a result of a break in a large transmission main, mechanical failure to one or more large pumps, or production plant breakdown. Contamination of water supplies or other unforeseen occurrences may also instigate this condition. They may arise with little warning and require immediate and/or aggressive actions.

Drought contingency measures should stress reductions in peak water demand and/or redistribution of the demand to off-peak hours.

6.5.2 Termination of Drought Response Stages

The Director of Water Utilities or designee may order the termination of a drought response stage or water emergency when the conditions for termination are met or at his/her discretion. The following actions will be taken when a drought stage is terminated:

- a. The public will be notified through local media.
- b. Wholesale customers will be notified by telephone with a follow-up letter or email.
- c. When any mandatory provisions of the drought contingency plan that have been activated are terminated, the City of Denton will notify the Executive Director of the TCEQ within 5 business days.

The Director of Water Utilities or designee may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Factors that could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of conditions that warrant the continuation of the drought stage.

6.6 Drought and Emergency Response Stages

6.6.1 Stage 1, Mild

6.6.1.1 Triggering and Termination Conditions for Stage 1, Mild

6.6.1.1.1 **Type A** Water Management Condition

Total raw water supply in (1) Denton and Dallas connected lakes (east and west); or (2) western connected lakes; or (3) eastern connected lakes drops below 65% of the total conservation storage of the lakes

6.6.1.1.2 **Type B** Water Management Condition

Water demand reaches or exceeds 85% of delivery capacity for 4 consecutive days

6.6.1.1.3 **Type C** Water Management Condition

- a. Water demand approaches a reduced delivery capacity for all or part of the system, as determined by DWU
- b. A major water line breaks, or a pump or system failure occurs, which cause unprecedented loss of capability to provide treated water service
- c. Natural or man-made contamination of the water supply

Requirements for Termination:

Stage 1 may be terminated when Stage 1 conditions no longer exist and would be unlikely to recur upon termination.

6.6.1.2 Goal for Use Reductions And Actions Available Under Stage 1, Mild

The goal for water use reduction under Stage 1, Mild, is a 5 percent reduction of the use that would have occurred in the absence of drought contingency measures. The Director of Water Utilities or a designee can order the implementation of any of the actions listed below, or other actions not listed, as deemed necessary:

All Water Users

- a. Require that all landscape watering be limited to the day-of-week schedule between the hours of 6:00PM to 10:00AM. Irrigation of landscaped areas with hose-end sprinklers, or automatic irrigation systems should be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses and limited to Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.
- b. Require written approval for additional watering beyond twice a week for new and first year landscaping.
- c. Encourage only initial filling of ornamental fountains.
- d. Encourage reduction in frequency of washing or rinsing of vehicles. Use of bucket/container, hand- held hose with positive shut-off valve or commercial car wash is required.
- e. Require written approval for the draining and refilling of swimming pools.
- f. Encourage reduction in frequency of recreational water use including use of faucets, hoses or hydrants.
- g. Foundations may be watered on any day of the week between the hours of 10 PM and 6 AM. Foundations may be watered with a soaker hose or a hand-held hose equipped with a positive shutoff nozzle only.
- h. Prohibit using the hose to clean paved areas, buildings, windows or other surfaces.

City Government

- a. Staff will begin review of the problems initiating Stage 1 actions and will identify possible solutions to address the water shortage.
- b. Initiate public education campaign teaching and encouraging reduced water use practices.
- c. Intensify normal leak detection and repair activities on water pipes and mains.
- d. Restrict use of potable water for the irrigation of parks by 25 percent. Park landscape may be irrigated on any day of the week, portions of the park irrigated with reuse water are not required to reduce irrigation,
- e. Only flush newly constructed mains and mains that are essential for water quality maintenance.

- f. Encourage 25 percent reduction in frequency of wet street sweeping and city vehicle washing and rinsing. Street sweeping and vehicle washing with reuse water are not subject to potable water restrictions.

Commercial Customers

- a. Identify and encourage voluntary reduction measures by high-volume water users through water use audits.
- b.
- c. Restrict water use for the irrigation of parks by 25 percent. Park landscape may be irrigated on any day of the week. Park facilities irrigating with reuse water are not subject to the same watering restrictions.
- d. Reduce potable water use for landscape nursery stock by 25 percent.
- e.
- f. Require reduction of water use through day-of-week landscape watering schedule for golf courses. Golf courses irrigating with reuse water are not subject to the same watering restrictions.
- g. Encourage area restaurants to serve customers water by request only.
- h. Encourage hotel/motels to request multiple day patrons to reuse linens instead of changing every day.

Interruptible Customers

- a. Reduce usage for interruptible customers per contract terms.

Wholesale Customer Cities

- a. Request proof of implementation of like procedures by wholesale customers.

Notifications

City of Denton

- d. Notify major City departments, by telephone and follow-up memo, of Water Awareness Stage #1 and request voluntary water use reduction.

- e. Stress voluntary elimination of non-essential uses.

External Customers

- f. Issue press release, radio and video public service announcement to area media describing Water
 - Awareness Stage #1 and the voluntary restrictions that apply.
- Distribute water conservation materials to Denton Independent School District, UNT, TWU and community groups if appropriate.
- Post Water Awareness notices at public buildings including city buildings, county buildings and the federal post office.
- Stress reduction of water use through the publication of the mandatory landscape watering schedule.

Wholesale Customers

- g. Advise wholesale customers by telephone and follow-up memo, of Water Awareness Stage #1 and request proof of water use reduction consistent with actions taken by the City of Denton.

6.6.2 Stage 2, Moderate

6.6.2.1 Triggering Conditions for Stage 2, Moderate

6.6.2.1.1 **Type A** Water Management Condition

Total raw water supply in (1) Denton and Dallas connected lakes (east and west); or (2) western connected lakes; or (3) eastern connected lakes drops below 50% of the total conservation storage

6.6.2.1.2 **Type B** Water Management Condition

Water demand reaches or exceeds 90% of delivery capacity for 3 consecutive days

6.6.2.1.3 **Type C** Water Management Condition

- h. Water demand equals a reduced delivery capacity for all or part of the system, as determined by DWU
- i. A major water line breaks, or a pump or system failure occurs, which cause unprecedented loss of capability to provide treated water service
- j. Natural or man-made contamination of the water supply

Requirements for Termination:

Stage 2 may be terminated when Stage 2 conditions no longer exist and would be unlikely to recur upon termination.

6.6.2.2 Goal For Use Reduction And Actions Available Under Stage 2, Moderate

The goal for water use reduction under Stage 2, Moderate, is a 15 percent reduction of the use that would have occurred in the absence of drought contingency measures. The Director of Water Utilities or a designee can order the implementation of any of the actions listed below, or other actions not listed, as deemed necessary:

All Water Users

- a. Require that all landscape watering be limited to single day-of-week schedule between the hours of 6:00 PM to 10:00AM. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems should be limited to Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses, and Wednesdays

for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.

- b. Restrict operation of ornamental fountains or ponds to initial only filling except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- c. Prohibit recreational water use including use of faucets, hoses or hydrants.
- d. Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses on the designated watering day. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- e. Restrict water use to replacing losses during normal use and replacing evaporation in order to maintain proper water quality and proper operation of the pool equipment. Request that use of water to fill, refill, or add to any indoor or outdoor swimming, wading, or jacuzzi pools be limited to the day-of-week schedule.
- f. Prohibit hosing off paved areas, buildings, windows, or other surfaces.
- g. Foundations may be watered for a two-hour period only between the hours of 10 PM and 6 AM on the designated single day of the week watering day with soaker or hand-held hose equipped with a positive shutoff nozzle on the watering schedule.

City Government

- a. Staff will begin review of the problems initiating Stage 2 actions and will identify possible solutions to address the water shortage.
- b. Accelerate public education campaign teaching and encouraging reduced water use practices.
- c. Restrict flushing of new mains not immediately required to provide service.
- d. Continue intensified leak detection and repair activities on water pipes and mains.
- e. Restrict water use for the irrigation of parks by 50 percent. Park landscape may be irrigated on any day of the week. Portions of the park irrigated with reuse water are not subject to the same restrictions.
- f. Increase enforcement efforts.
- g. Reduce frequency of wet street sweeping and city vehicle washing by 50 percent.
- h. Use of water from fire hydrants is limited to firefighting and essential distribution system activities. All other water use from fire hydrants will be by special permit only, including SWPPP related activities. Reuse water hydrants are not subject to the same restrictions.

Commercial Customers

- a. Enforce single day-of-week watering schedule for golf courses. Golf courses irrigating with reuse water are not subject to the same restrictions.
- b. Reduce potable water use for landscape nursery stock by 50 percent. Nurseries irrigating with reuse water are not subject to the same restrictions.
- c. Restrict water use for the irrigation of parks by 50 percent. Park landscape may be irrigated on any day of the week. Park areas irrigated with reuse water are not subject to the same restrictions.

Interruptible Customers

- a. Reduce usage for interruptible customers per contract terms.

Wholesale Customers

- a. Require proof of water demand reductions in accordance with contract obligations for wholesale customers.
- b. Wholesale water systems asked to abide by City of Denton policy for both internal operations and all retail customers. Reduction in rate of flow controller settings by 10% -20% are optional.

Notifications*City of Denton*

- a. By telephone and attached follow-up memo, notify all major City department water users of Water Watch Stage #2 and the water use restrictions under this stage. Instruct them to implement restrictions on non-essential uses. Use city department contacts in Appendix F.
- b. Coordinate distribution of water emergency plan details, posters, and handouts to customer service representatives, utility dispatch personnel and Denton public access buildings.

Retail Customers

- a. TCEQ notified of Stage 2 restrictions.
- b. Issue press release, radio and video public service announcement to area media describing Water Watch Stage #2 and the water use restrictions under this stage. Keep media updated on the water situation. Use media contacts listed in Appendix F.
- c. By telephone and follow-up letter, notify major area water users of Water Watch Stage #2 and the restrictions that apply. Use plant manager contacts listed in Appendix F.
- d. Accelerate public education campaign to promote and encourage efficient water use.

- e. If applicable, notify the U.S. Corp of Engineers by telephone and follow-up letter of the Water Watch Stage #2 conservation measures.

Wholesale Customers

Advise wholesale customers by telephone and attached letter of the actions taken by the City of Denton in response to Water Watch Stage #2 and require the implementation of like procedures among their customers. Wholesale customer cities shall either impose water use restrictions equivalent to those imposed on Denton's retail customers OR where applicable, Denton may reduce rate-of-flow controller settings by 10%-20%. Use wholesale customer contacts in Appendix F.

Penalties

- a. Initiate a 10% rate increase for residential customers for water usage greater than 15,000 gallons per account per 30 days.
- b. Impose a 10% surcharge penalty for commercial and industrial customers for monthly water use above 80% of prior billing volumes for a 30-day period.
- c. Initiate code enforcement fines for any violation of the Drought Contingency Plan.

6.6.3 Stage 3, Severe

6.6.3.1 Triggering Conditions for Stage 3, Severe

6.6.3.1.1 Type A Water Management Condition

Total raw water supply in (1) Denton and Dallas connected lakes (east and west); or (2) western connected lakes or (3) eastern connected lakes, drops below 35% of the total conservation storage.

6.6.3.1.2 Type B Water Management Condition

Water demand reaches or exceeds 95% of delivery capacity for 2 consecutive days.

6.6.3.1.3 Type C Water Management Condition

- a. Water demand exceeds a reduced delivery capacity for all or part of the system, as determined by DWU
- b. A major water line breaks, or a pump or system failure occurs, which cause unprecedented loss of capability to provide treated water service
- c. Natural or man-made contamination of the water supply

Requirements for Termination:

Stage 3 may be terminated when Stage 3 conditions no longer exist and would be unlikely to recur upon termination.

6.6.3.2 Goal For Use Reduction And Actions Available Under Stage 3, Severe

The goal for water use reduction under Stage 3, Severe, is a reduction of 20 percent of the use that would have occurred in the absence of drought contingency measures. If the circumstances warrant, the Director of Water Utilities, or a designee can set a goal for greater water use reduction. The Director of Water Utilities or a designee can order the implementation of any of the actions listed below, or other actions not listed, as deemed necessary:

All Water Users

- a. Irrigation of landscape with potable water is absolutely prohibited unless otherwise indicated within this section.
- b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6 PM to 10 AM.
- c. The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi type pools is prohibited. Existing pools may add water to replace losses during normal use and to replace evaporation to maintain proper water quality and proper operation of the pool equipment.
- d. Prohibit operation of ornamental fountains or ponds to initial filling except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- e. Foundations may be watered for a two-hour period only between the hours of 10 PM and 6 AM on the designated watering day from Stage 2 with soaker or hand-held hose equipped with a positive shutoff nozzle on the watering schedule.
- f. No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
- g. Permitting of new swimming pools, hot tubs, spas, ornamental ponds and fountain construction is prohibited.
- h. Request a 25% reduction of indoor water uses.

City Government

- a. Wet street sweeping and city vehicle washing or rinsing using potable water is prohibited, except when in the immediate interest of public health, safety, and welfare.

- b. Restrict water use for the irrigation of parks by 75 percent. Park landscape may be irrigated on any day of the week.
- c. Restrict use of water from fire hydrants to firefighting, essential distribution system maintenance and related activities. All other water use from fire hydrants will be by special permit only.

Commercial Customers

- a. Restrict watering of golf course greens and tee boxes restricted to the allowed watering hours and the day-of-week watering schedule from Stage 2; watering of other golf course areas and parks is prohibited unless the golf course utilizes non potable water or another water source other than that provided by the City of Denton.
- b. Reduce potable water use for landscape nursery stock by 75 percent.
- c. Restrict potable water use for the irrigation of parks by 75 percent. Park landscape may be irrigated on any day of the week. Parks irrigated with reuse water are not subject to the same restrictions.

Interruptible Customers

- a. Service to interruptible customers is temporarily suspended.

Wholesale Customers

- b. Same external restrictions apply to wholesale suppliers.

Notifications

City of Denton

- a. Coordinate dissemination of water conservation plan details, posters, and handouts to customer service representatives, utility dispatch personnel and public access buildings.
- b. By telephone and attached follow-up memo, notify all major City department users of Water Warning Stage #3 and of the water use restrictions under this stage. Instruct them to eliminate non-essential uses including street and vehicle washing and operation of ornamental fountains, and to implement restrictions on essential uses. Use same contacts as those listed in Appendix F.

Retail Customers

- a. TCEQ notified of Stage 3 restrictions.
- b. Issue press release, radio and video public service announcement to area media describing Water Warning Stage #3 and the water use restrictions under this stage. Keep media updated on the water situation. Use same media contacts as those in Appendix F.
- c. By telephone and follow-up letter, notify major water users of Water Warning #3 and the mandatory water use reduction. Use contacts listed in Appendix F.

- d. Post Water Warning notices at public buildings including city buildings, county buildings, and the federal post office.
- e. If applicable, notify U.S. Corps of Engineers by telephone and attached letter of the Water Warning Stage #3 conservation measures.

Wholesale Customers

- a. Advise wholesale customers by telephone and attached letter of actions being taken by the City in response to Water Warning Stage #3 and mandatory implementation of similar procedures among their customers. Wholesale customer cities shall impose water use restrictions equivalent to those imposed on Denton's retail customers or, where applicable, reduce their rate-of-flow controller settings by a percentage determined by the Director of Water Utilities. Appendix F lists wholesale customers that need to be contacted.

Penalties

- a. Initiate a 20% rate increase for residential customers for water usage greater than 15,000 gallons per account per 30 days.
- b. Impose a 20% surcharge penalty for commercial and industrial customers for monthly water use above 70% of prior billing volumes for a 30-day period.
- c. Initiate code enforcement fines for any violation of the Drought Contingency Plan.

Water Allocation

Retail Customers:

During Stages 2 and 3 of the Drought Contingency Plan, DWU may impose a retail water rate increase to discourage water use. All rates for usage more than 15,000 gallons per month (per single-family residential account), or any other usage amount above 15,000 gallons per month, as deemed appropriate by the Director, may be increased by a minimum of an additional 10 percent or any other percentage deemed appropriate by the Director.

Wholesale Customers

If the triggering criteria specified above for Stage 3 have been met, the Director is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with the latest revision of Texas Water Code Section 11.039. Texas Water Code Section 1.039, Distribution of Water During Shortage, states:

- a. (If a shortage of water in a water supply not covered by a water conservation plan prepared in compliance with Texas Commission on Environmental Quality or Texas Water Development Board rules results from drought, accident, or other cause, the water to be distributed shall be divided among all customers pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.
- b. (If a shortage of water in a water supply covered by a water conservation plan prepared in compliance with Texas Commission on Environmental Quality or Texas Water Development Board rules results from drought, accident, or other cause, the person, association of person, or corporation owning or controlling the water shall divide the water to be distributed among all customers pro rata, according to:
 - 1. the amount of water to which each customer may be entitled; or
 - 2. the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with water conservation plan.
- c. Nothing in Subsection (a) or (b) precludes the person, association of persons or corporation owning or controlling the water from supplying water to a person who has a prior vested right to the water under the laws of this state.

DWU may curtail water deliveries or reduce diversions in accordance with the terms and conditions of its wholesale water supply contracts. If necessary, or if specific contract provisions are not provided for, DWU may curtail water deliveries or reduce diversions in accordance with Texas Water Code Section 11.039. DWU will have authority to restrict flow to its wholesale water customers through the rate-of-flow controllers.

The Director will establish pro rata water allocations, determined as a percentage reduction of the wholesale customer's water usage, at the time of implementation. The total volume reduction for each wholesale customer will be calculated monthly, based on average water usage for the previous three years. The Director will establish the percentage reduction based on an assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries, and the percentage reduction may be adjusted periodically by the Director. Once pro rata allocation is in effect, water diversions by, or deliveries to, each wholesale customer will be limited to the allocation established for each month.

6.7 Procedures for Enforcement of Mandatory Restrictions

Violations

A person commits an offense if he or she knowingly makes, causes, or permits a use of water contrary to the measures implemented in the Drought Contingency Plan. It is presumed that a person has knowingly made, caused, or permitted use of water contrary to the measures implemented if the mandatory measures have been implemented according to the Plan and any one of the following conditions apply:

- a. The Drought Contingency Plan prohibits the manner of use.
- b. The amount of water used exceeds that allowed by the Drought Contingency Plan.
- c. The manner of use or the amount used violates the terms and conditions of a compliance agreement made following a variance granted by the ACM/Utilities.

Any person in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for their minor children and proof that a violation, committed by a child, occurred on the property within control of the parents shall constitute a rebuttable presumption that the parent committed the violation. But, any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

Any Code Enforcement Officer, Police Officer, or other city employee designated by the City Manager , Assistant City Manager or Director of Utilities, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in municipal court on the date shown on the citation.

Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$250 and not more than \$2,000. Each day that one or more provisions in this Plan is violated shall constitute a separate offense. Flow restrictors may be placed in lines after two violations have occurred to limit the amount of water passing through the meter in a 24-hour period. The City of Denton Utilities reserves the right to temporarily cancel water service to the customer until the situation can be resolved. Services

discontinued under such circumstances shall be restored only upon payment of a re-connection charge, at an amount established by City ordinance, and any other costs incurred by the DWU in discontinuing service. In addition, suitable assurance must be given to the Director that the same action will not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.

6.8 Procedures for Granting Variances

Granting a Variance

The ACM/Utilities may grant variances from the Drought Contingency Plan in special cases to persons demonstrating extreme hardship and need. In order to obtain a variance, the applicant must sign a compliance agreement on forms provided by the ACM/Utilities and approved by the City Attorney. The applicant must agree to use the water only in the amount and manner permitted by the variance. A variance must meet the following conditions:

- a. Granting of a variance must not cause an immediate significant reduction in the City's water supply.
- b. The applicant must demonstrate that the extreme hardship or need is related to the health, safety, or welfare of the person requesting it.
- c. The variance will not adversely affect the health, safety, or welfare of other persons.
- d. No variance is retroactive, nor can it justify any violation of this Drought Contingency Plan before its issuance.
- e. The variance will remain in effect during the stage in which it was issued and will expire when the Plan is no longer in effect, or a new stage is activated.

Revoking a Variance

The ACM may revoke a variance granted when the Director of Water Utilities determines any one of the following:

- a. Conditions causing initial issuance of the variance are no longer applicable.
- b. Violation of the terms of the compliance agreement.
- c. The health, safety, or welfare of other persons requires revocation.

Wholesale Customer Variances

The ACM/Utilities may grant variances from the Drought Contingency Plan to wholesale water customers in special cases. Wholesale water customers may request reduced variance allocations for the following conditions:

- a. The designated period does not accurately reflect a wholesale customer's normal water usage.
- b. The customer agrees to transfer part of its allocation to another wholesale customer.
- c. Other objective evidence demonstrates that the designated allocation is inaccurate under present conditions.

To grant a variance, the applicant must sign a compliance agreement on forms provided by the ACM/Utilities and approved by the City Attorney. No variance shall be retroactive or otherwise justify any violation of this Drought Contingency Plan occurring before the issuance of the variance.

6.9 Coordination with the Regional Water Planning Group

The City of Denton is located within the Region C water planning area. Appendix E includes a copy of a letter sent to the Chair of the Region C Water Planning Group (RCWPG) along with the water conservation and drought contingency plan.

6.10 Review and Update of Drought Contingency Plan

As required by TCEQ rules, the City of Denton will review this drought contingency plan every five years, beginning in 2009. The plan will be updated as appropriate based on new or updated information. As the plan is reviewed and subsequently updated, a copy of the revised Drought Contingency Plan will be submitted to the TCEQ and the RCWPG for their records.

7.0 Severability

The City of Denton Public Utility Board agrees that sections, paragraphs, sentences, clauses, and phrases of this Drought Contingency Plan are severable. If any phrase, clause, sentence, paragraph, or section of this Drought Contingency Plan is declared unconstitutional by the valid judgment or

decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Drought Contingency Plan, since the same City of Denton Public Utility Board without the incorporation into this Drought Contingency Plan of any such unconstitutional phrase clause, sentence paragraph, or section.

INFORMAL STAFF REPORT TO MAYOR AND CITY COUNCIL

SUBJECT:

Request to modify the Legends Ranch Developers Agreement to increase allowed multifamily units.

EXECUTIVE SUMMARY:

The City was approached by the representatives for the Legends Ranch Municipal Utility District (MUD) to increase the number of units of multifamily allowed to be built on the site. In exchange the representatives offered to annex a portion of the site into the City limits and pay additional related fees. This agreement would net the City approximately \$15 million in additional revenue from taxes and other sources, and the development would be consistent with density of typical multifamily developments throughout the City of Denton. This item is tentatively scheduled for City Council consideration at the April 16, 2024 City Council meeting with staff recommending approval.

BACKGROUND:

Article III, Section 52 and Article XVI, Section 59, of the Texas Constitution authorizes the creation of special districts that function as independent, limited governments. A MUD is another type of special district and Chapter 54 of the Texas Water Code provides specific regulations for the creation of a MUD.

The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities through the issuance of refunding bonds. Managed by a Board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements. The MUD will utilize property tax revenues and user fees to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services.

A MUD can be created by either:

1. the Texas Legislature following adoption of a district creation bill; or
2. the Texas Commission on Environmental Quality (TCEQ) following a petition and consent process described in the Texas Water Code.

A MUD established by TCEQ is initiated by a property owner submitting a Petition for Consent to Creation of a Political Subdivision in the Extraterritorial Jurisdiction. These MUDs are governed by both Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code. For property located in the City's ETJ to be included in a MUD, a request for City Council consent is required prior to creation as part of the TCEQ process.

In September of 2019 staff met with the petitioner regarding their development proposal and intention of seeking a MUD. On February 14, 2020, the City received a Petition for Consent from Legends Ranch Development, LLC to create a 496.136 acre MUD in the City's ETJ Division I through the TCEQ process identified above. The property lies within the City's Certificate of

Convenience and Necessity (CCN) area for both water and wastewater. The Petition was considered by Council on May 12, 2020 and consent was not granted. Following the Petitioners inability to obtain Consent from the City, staff and the representatives of Legends Ranch MUD met to develop terms which would be acceptable for the City to consider consenting to the Petition. The outcomes of these terms were incorporated into the approved Development Agreement adopted by City Council on June 28, 2022 provided as Attachment 1.

In September 2023, representatives for Legends Ranch reached out to City Staff with a request to increase the 320 maximum allowable multifamily units approved in the original Developers Agreement to a total of 625 units.

DISCUSSION:

Regarding the request, staff worked with the Developer on terms favorable for both parties and the developer has agreed to the following:

- Annexing a portion of the multifamily site into the corporate limits of the City of Denton; and
- Paying Roadway Impact Fees, Park Development, and Park Land Dedication fees in addition to the other fees agreed to in the original agreement.

In addition to these items, the City would receive ad valorem taxes from the annexed portion which would not otherwise be collected if the development were to remain solely in the ETJ as well as increased permitting fee revenue due to the increased size of the multifamily complex.

The table below describes the financial benefit to the City for the approval of the request. The increase of 305 units to the multifamily site will result in \$129,611,103 of property value and \$15,484,944 in revenue to the City over the next 30 years.

		Year 1 Total	Year 5 Total	Year 10 Total	Year 30 Total
Est. Property Value	\$	55,000,000	\$ 61,902,985	\$ 71,762,525	\$ 129,611,103
Units Increase		305	305	305	305
Ad Valorem Taxes	\$	308,375	\$ 1,637,205	\$ 3,535,175	\$ 14,671,074
Add Permit Fees	\$	270,962	\$ -	\$ -	\$ -
Roadway Impact	\$	403,263	\$ -	\$ -	\$ -
Parks Development	\$	60,775	\$ -	\$ -	\$ -
Park Dedication	\$	78,870	\$ -	\$ -	\$ -
Grand Total	\$	1,122,245	\$ 2,451,075	\$ 4,349,045	\$ 15,484,944

Approval of the request would result in increased density for the development from 10 units per acre to approximately 20 units per acre. However, in researching recently constructed multifamily units throughout the City over the last two years, City staff found multifamily units are being constructed at a density of 31 units per acres, so this development would still be less intensive than other similar developments. Additionally, the site is adjacent to US380 where the increased density is appropriate for this type of multifamily.

The single-family portion of the Legends MUD has already started the development process with the City of Denton are preparing to start construction in Fall 2024. This request is related to the multifamily portion of the site anticipated to begin construction in Winter 2024 with construction to be completed in late 2026. If this request is approved, the annexation process would happen following the issuance of Certificates of Occupancy for the multifamily construction.

CONCLUSION:

This item is tentatively scheduled for the April 16, 2024 City Council meeting as a request to amend the Developer Agreement with the Legends Ranch MUD to increase the maximum multifamily units. Staff is recommending approval of this request because of the increased revenue for the City and the request being consistent in density with similar developments throughout the City of Denton.

PRIOR PRESENTATIONS:

City Council approved the Developers Agreement on June 28, 2022. The video can be found [online](#).

ATTACHMENT:

1. Approved Developers Agreement
2. Modified Conceptual Plan

STAFF CONTACT:

Charlie Rosendahl
Business Services Manager
Charlie.Rosendahl@cityofdenton.com
(940) 349-8452

REQUESTOR: Staff Initiated

STAFF TIME TO COMPLETE REPORT: 1 hours

PARTICIPATING DEPARTMENTS: Development Services and Legal

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Legends Ranch Development, LLC, a Texas limited liability company (the "Owner"), and the City of Denton, Texas (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, the Owner owns an approximately 542.536 acre tract of land described by metes and bounds on Exhibit A and depicted on Exhibit B as surveyed by Kimley-Horn & Associates, Inc. on surface coordinates (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, the Owner intends to develop the Property as a master planned residential development, consisting of approximately 1,551 single-family connections and up to 320 multi-family connections (the "Development"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with the agreed concept plan (the "Concept Plan") attached hereto as Exhibit C, the City Regulations (defined herein), and the development standards set forth in Exhibit D (the "Development Standards"); and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, the Development requires certain internal roadways within the District, including but not limited to Jackson Road, Thomas J. Egan Road, and the Internal Collector Roadway, as depicted on Exhibit E attached hereto (collectively, the "Onsite Roadway Improvements" and, collectively with the Utility Improvements defined herein, the "Public Infrastructure"); and

WHEREAS, the Development requires the offsite water improvements detailed and illustrated in Exhibit F to connect the City's water system to the Onsite Water Improvements (hereinafter defined), including (i) one connection from the east to an existing twelve inch (12")

water line in Jackson Road at the northeast corner of the District, (ii) one connection from the north to an existing sixteen inch (16") Northwest Pressure Plane water line in Masch Branch Road, including a pressure reducing valve and a connection to the twelve inch (12") water line in Jackson Road, and (iii) one connection from the east to an existing twelve inch (12") water line north of US 380, west of the intersection with Masch Branch Road (collectively the "Offsite Water Improvements"); and

WHEREAS, the Development requires the offsite wastewater improvements detailed and illustrated in Exhibit G to connect the City's sewer system to the Onsite Wastewater Improvements (hereinafter defined) including one connection to an existing eighteen inch (18") sewer line in the District or outside the District boundary subject to City approval (collectively the "Offsite Wastewater Improvements"); and

WHEREAS, the Development requires certain water distribution facilities within the District and connecting to the Offsite Water Improvements (the "Onsite Water Improvements") and, collectively with the Offsite Water Improvements, the "Water Improvements"; and

WHEREAS, the Development requires certain wastewater collection facilities located within the District and connecting to the Offsite Wastewater Improvements (the "Onsite Wastewater Improvements") and, collectively with the Offsite Wastewater Improvements, the "Wastewater Improvements") (the Water Improvements and Wastewater Improvements are collectively referred to herein as the "Utility Improvements"); and

WHEREAS, the Developer will dedicate or issue public access easement to the City for Parkland lots to be used for public park use; and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without the creation of a municipal utility district; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of the creation of a municipal utility district through the Texas Commission on Environmental Quality (the "TCEQ") to be known as "Legends Ranch Municipal Utility District of Denton County" (the "District"); and

WHEREAS, an application for creation of the District, encompassing approximately 496.136 acres of the Property, as surveyed by T. Tabor Consulting, PLLC on grid coordinates (the

“496 Acre Tract”), and depicted as Tracts A, B, and C on the Concept Plan, is currently pending with the TCEQ; and

WHEREAS, once the District is created, Owner intends to annex approximately 45.782 acres of the Property, as surveyed by Kimley-Horn & Associates, Inc. on surface coordinates (the “45 Acre Tract”), and depicted as Tract D on the Concept Plan, into the District; and

WHEREAS, the City supports the creation of the District encompassing the 496 Acre Tract and the annexation of the 45 Acre Tract into the District under appropriate parameters, as set forth herein; and

WHEREAS, as evidence of the City’s consent to the creation of the District encompassing the 496 Acre Tract, Owner requests that the City adopt a Creation Consent Resolution in the form attached hereto as **Exhibit H** (the “Creation Consent Resolution”), demonstrating the City’s consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the 496 Acre Tract in the District; and

WHEREAS, as evidence of the City’s consent to the annexation of the 45 Acre Tract into the District, Owner requests that the City adopt an Annexation Consent Resolution in the form attached hereto as **Exhibit I** (the “Annexation Consent Resolution”), demonstrating the City’s consent, pursuant to Section 42.0425 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the 45 Acre Tract in the District; and

WHEREAS, the Parties desire the District and the City to enter into a strategic partnership agreement, the form of which is attached hereto as **Exhibit J**, within one hundred twenty (120) days of the date the District canvasses the returns of its confirmation election, providing for limited purpose annexation of the District; and

WHEREAS, the City supports the Development and will consider plats of all or a portion of the Property in general accordance with the Governing Regulations and this Agreement; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, as the Property is within the City’s ETJ, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties intend that this Agreement is a development agreement provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

45 Acre Tract is defined in the Recitals.

496 Acre Tract is defined in the Recitals.

Annexation Consent Resolution is defined in the Recitals, the form of which is attached hereto as **Exhibit I**.

Building Codes is defined in Section 9.1(e).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 13.2.

City Council means the city council of the City.

City Regulations is defined in Section 9.1(a).

Concept Plan means the concept plan as shown in **Exhibit C**.

County is defined in the Recitals.

Creation Consent Resolution is defined in the Recitals, the form of which is attached hereto as **Exhibit H**.

Cross-Basin Sewer Facilities is defined in Section 4.7.

Development is defined in the Recitals.

Development Standards means the development standards attached hereto as **Exhibit D**.

District is defined in the Recitals.

District Consents is defined in Section 2.6.

DME is defined in Section 7.1(a).

Effective Date is defined in the introductory paragraph.

Eminent Domain Fees is defined in Section 4.6.

End-Buyer is defined in Section 14.1.

ETJ is defined in the Recitals.

Fire Plan is defined in Section 7.3(a).

Fire Station Site is defined in Section 7.3(c).

Governing Regulations is defined in Section 9.1.

ILA is defined in Section 7.3(a).

Offsite Wastewater Improvements means the offsite wastewater improvements detailed and illustrated in **Exhibit G** required to connect the City's sewer system to the Onsite Wastewater Improvements.

Offsite Water Improvements means the offsite water improvements detailed and illustrated in **Exhibit F** required to connect the City's water system to the Onsite Water Improvements, including (i) one connection from the east to an existing twelve inch (12") water line in Jackson Road at the northeast corner of the District, (ii) one connection from the north to an existing sixteen inch (16") Northwest Pressure Plane water line in Masch Branch Road, including a pressure reducing valve and a connection to the twelve inch (12") water line in Jackson Road, and (iii) one connection from the east to an existing twelve inch (12") water line north of US 380, west of the intersection with Masch Branch Road.

Onsite Roadway Improvements is defined in the Recitals and reflected in **Exhibit E**.

Onsite Wastewater Improvements is defined in the Recitals.

Onsite Water Improvements is defined in the Recitals.

Oversized Improvements is defined in Section 4.4.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 13.1(a).

Parkland is defined in Section 8

Parties means the Owner and the City.

Party means the Owner or the City.

Property means the real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means the Onsite Roadway Improvements and the Utility Improvements.

SPA is defined in Section 3.1, the form of which is attached hereto as **Exhibit J**.

TCEQ is defined in the Recitals.

TIA is defined in Section 5.1.

Utility Improvements means the Water Improvements and Wastewater Improvements.

Wastewater Improvements means the Offsite Wastewater Improvements and the Onsite Wastewater Improvements.

Water Improvements means the Offsite Water Improvements and the Onsite Water Improvements.

ARTICLE II **CONSENT TO CREATION OF THE DISTRICT; DISTRICT BONDS**

2.1 Consent to the District Creation. Contemporaneously with the approval of this Agreement, the City Council agrees to adopt the Creation Consent Resolution, in the form attached hereto as **Exhibit H**, evidencing its consent to the creation of the District encompassing the 496 Acre Tract and the issuance of bonds by the District. This Agreement and the Creation Consent Resolution constitute the irrevocable and unconditional consent of the City to the creation of the District encompassing the 496 Acre Tract pursuant to the authority of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended. The City further consents to an expansion of the authority of the District by petition to and approval of the TCEQ, by special acts of the Texas Legislature, or otherwise, to include other powers that are authorized by the Texas Constitution or by the laws of the State of Texas, as amended.

2.2 Consent to Annexation into the District. Contemporaneously with the approval of this Agreement, the City Council agrees to adopt the Annexation Consent Resolution, in the form attached hereto as **Exhibit I**, evidencing its consent to the annexation of the 45 Acre Tract into the District. This Agreement and the Annexation Consent Resolution constitute the irrevocable and unconditional consent of the City to the annexation of the 45 Acre Tract into the District.

2.3 Pending Creation Application. Owner currently has an application for creation of the District encompassing the 496 Acre Tract pending with the TCEQ. Upon the City's adoption of the Creation Consent Resolution pursuant to this Agreement, City agrees not to contest the creation of the District or request a contested case hearing.

2.4 Consent Resolutions; Other Documents. On even date herewith, the City agrees to adopt the Creation Consent Resolution substantially in the form attached hereto as **Exhibit H** and the Annexation Consent Resolution substantially in the form attached hereto as **Exhibit I**. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be requested by Owner, the TCEQ, the Attorney General, or the District to evidence the City's consents as set forth in this Agreement and in the Creation Consent Resolution and Annexation Consent Resolution.

2.5 Limitation of Powers. Except as provided in this Agreement, nothing herein is intended to limit, impair, or conflict with the authority of or powers granted to the District by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to such districts.

2.6 Full Satisfaction. The consents contained in this Article II and in the Creation Consent Resolution and Annexation Consent Resolution (the "District Consents") are given by the City: (a) in full satisfaction of any requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy, including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations, or policies of the TCEQ, or any rules, regulations, or policies of the Texas Attorney General; (b) with the understanding that the District Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of Owner; (c) with the understanding that Owner has relied on the District Consents to Owner's material detriment and but for the District Consents, Owner would not have entered into this Agreement; and (d) with the understanding that the District Consents shall not be affected by: (1) any default under this Agreement, whether by Owner or by any other person or entity that is or hereafter becomes bound by this Agreement, (2) any other act or omission by Owner or any other person or entity, whether or not related to this Agreement or the Property, or (3) any act or omission by the District, whether or not related to this Agreement or the Property.

2.7 District Bonds. Owner agrees to cause the District to adhere to the following requirements relating to the issuance of bonds:

(a) The District will issue bonds for wastewater system infrastructure, water system infrastructure, service fees, road system infrastructure, drainage and storm water control infrastructure, creation costs, operating costs, costs associated with bond issuance, capitalized interest and costs for infrastructure as permitted pursuant to Chapters 49 and 54 of the Texas Water Code.

(b) The District shall reimburse Owner for the costs associated with the construction of such infrastructure necessary to serve the District and any other infrastructure costs, creation costs and developer advances for the District's operating expenses that may be reimbursed in accordance with TCEQ rules and regulations.

(c) The District shall not issue bonds for infrastructure other than infrastructure that shall be ultimately owned by the District or the City.

(d) The District may issue bonds for the purpose of purchasing committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to TCEQ rules and regulations.

(e) The District may finance the oversizing of water, sewer or drainage facilities to serve areas within the Property that are outside the District, provided that the requirements of 30 Texas Administrative Code Section 293.44(a)(8) are satisfied.

(f) The District will issue all of its bonds on or before twenty (20) years after the date of the District's first bond issuance.

(g) The District will not issue bonds if the total tax rate (as calculated by the TCEQ rules) would exceed \$1.20 per \$100 of assessed valuation.

(h) The District shall not issue bonds to maintain or repair the Public Infrastructure without first obtaining written consent of the City.

ARTICLE III **ANNEXATION**

3.1 Immunity From Full Purpose Annexation. Except as provided in a strategic partnership agreement, the form of which is attached hereto as **Exhibit J** (the "**SPA**"), the Property shall remain in the ETJ of the City and be immune from full purpose annexation by the City until such time that Owner has received from the District one hundred percent (100%) of all reimbursables due to Owner by the District. Owner shall cause the District to enter into the SPA with the City within one hundred twenty (120) days of the date the District canvasses the election returns from the District's confirmation election. Owner hereby consents to the full purpose annexation of the Property by the City upon the occurrence of Owner's receipt of one hundred percent (100%) of all reimbursables for construction costs for the water, wastewater, drainage, and roadway infrastructure and costs for creation and operation of the District due to Owner by the District.

3.2 Consent to Annexation. **SUBJECT TO SECTION 3.1 OF THIS AGREEMENT, OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END-BUYERS) AND FUTURE DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION UNDER STATE LAW OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS, ELECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND FUTURE DEVELOPERS FOR FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT AND SPECIFICALLY THE RESTRICTIONS SET FORTH IN SECTION 3.1 OF THIS AGREEMENT.**

3.3 Limited Purpose Annexation. Owner agrees that the City shall have the right to annex those areas of the Property that are intended for commercial development for the sole and

limited purpose of allowing the City to impose sales and use taxes within the boundaries of such commercial and/or retail areas to the extent permitted by State law. The terms and conditions upon which such limited purpose annexations may occur shall be set forth in a strategic partnership agreement, the form of which is attached hereto as **Exhibit J**, pursuant to Section 43.0751 of the Texas Local Government Code. No limited purpose annexation pursuant to a strategic partnership agreement shall affect, in any way, the ETJ status of the Property; and, notwithstanding any limited purpose annexation, the areas annexed, as well as the remainder of the Property, shall continue to be located within the ETJ of the City for the purposes of this Agreement.

ARTICLE IV

WATER AND WASTEWATER SERVICE AND IMPROVEMENTS

4.1 **Water and Wastewater Service; Billing.** The City shall be the exclusive retail provider of water and wastewater service under water CCN No. 10195 and wastewater CCN No. 20072 to the District and to customers located within the Property and the District, and such service shall be provided at the same rates charged to other customers located outside the corporate limits of the City until such time as the District is annexed into the City. The City will bill the customers directly for its retail water and sewer service.

4.2 **Reservation of Capacity.** The City agrees that it will provide sufficient water and wastewater capacity to serve no more than 2,000 living unit equivalent connections within the District in accordance with the Concept Plan.

4.3 **Design and Construction of Water Improvements and Wastewater Improvements.** All Utility Improvements shall be designed, constructed and installed by Owner, at Owner's sole cost, in compliance with the Governing Regulations. Construction and/or installation of the Utility Improvements shall not begin until complete and accurate plans and specifications have been approved by the City in accordance with standard City procedures. In the event the City disapproves the plans and specifications, the City shall provide owner with notice of such disapproval containing a detailed explanation of the reason(s) for such disapproval, which shall be limited to the failure of such plans and specifications to comply with one or more of the Governing Regulations. If the City provides Owner with such notice, Owner must revise the plans and specifications appropriately and resubmit such plans and specifications to the City for approval. If the City fails to approve or disapprove the resubmitted plans and specifications within thirty (30) days of the City's receipt of such resubmitted plans and specifications, such resubmitted plans and specifications shall be deemed to be approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Utility Improvements. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Owner to the City at no cost to the City. The Utility Improvements will be installed within easements granted to the City or in the public right of way. The size of the Utility Improvements shall be sized as finally determined by Owner's engineer and confirmed by the City's engineer, subject to any oversizing of the Offsite Water Improvements or Offsite Wastewater Improvements pursuant to Section 4.4 herein.

4.4 Option to Oversize Offsite Water Improvements and Offsite Wastewater Improvements. If Offsite Water Improvements or Offsite Wastewater Improvements are determined by the City to provide benefit to properties within the City's CCNs in addition to the District, the City will be obligated to bear and pay all costs, fees, and expenses, including but not limited to engineering and design costs, permitting costs, construction costs, bonds, or other fees/expenses for any change, required by the City, pertaining to the increased size of any portion of the Offsite Water Improvements or the Offsite Wastewater Improvements to a size greater than is necessary to serve the Development (the "Oversized Improvements"). Owner shall provide the City with thirty (30) days' notice of Owner's intent to proceed with the design of the Offsite Water Improvements and Offsite Wastewater Improvements. The City shall then have thirty (30) days to notify Owner whether the City requires any Oversized Improvements. If the City requires the Oversized Improvements, the Parties agree to enter into a mutually agreeable oversize participation agreement that confirms the funding or reimbursement of the Oversized Improvements, under which the City will agree to pay its pro-rata share of the Oversized Improvements pursuant to said agreement.

4.5 Inspections, Acceptance of Utility Improvements.

(a) Utility Improvements. The City shall have the right to inspect the construction of all Utility Improvements at any time, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the Governing Regulations. Owner shall deliver as-built drawings for the Utility Improvements to the City's inspector assigned to the project, as applicable, fourteen (14) days prior to final inspection of such Utility Improvements. All Utility Improvements shall be dedicated to and become property of the City in accordance with the terms of this Agreement upon final acceptance of the Utility Improvements. All Utility Improvements shall be dedicated to the City along with all appurtenant easements and rights-of-way, with no liens or encumbrances, and a two year warranty, at no cost to the City.

(b) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Utility Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(c) City Owned. From and after the inspection, approval and acceptance by the City of the Utility Improvements or any portion thereof, such Utility Improvements or any portion thereof shall be owned by the City, and the City shall be solely responsible for the operation and maintenance of the accepted Utility Improvements, or any accepted portion thereof, at no cost to Owner or the District.

(d) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the Governing Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the Governing Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such

responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's engineer, or engineer's officers, agents or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of Owner related to the Property shall meet the requirements of the applicable Governing Regulations.

4.6 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Utility Improvements. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, property acquisition costs, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

4.7 Cross-Basin Sewer Facilities. City agrees to allow Owner to design, construct and install, at Owner's sole cost, all sewer collection facilities within the City's designated "HO" Sewer Basin to be lifted and connected to the City's existing sewer facilities within the City's designated "HN" Sewer Basin located within the District (the "Cross-Basin Sewer Facilities").

4.8 Impact Fees and other Development Fees. Owner acknowledges and agrees that the Property is subject to the assessment of water and wastewater impact fees, as well as other dedication, construction, and fee requirements. Further, Owner acknowledges and agrees that the Utility Improvements, or any part thereof, is not available for use as an impact fee credit for the Property or subject to refund.

ARTICLE V **ROADWAYS**

5.1 Traffic Impact Analysis. Owner will submit to the City a full traffic impact analysis (the "TIA") prior to the submittal of a preliminary plat application or the initial construction

engineering plan application. The TIA shall include construction triggers for the life of the Development.

5.2 Dedication of Right-of-Way. Owner agrees to comply with any applicable City or County Mobility Plan for the dedication of right-of-way within the District, including, but not limited to, the following roadways as shown on **Exhibit G** attached hereto: (i) Jackson Road, (ii) Thomas J. Egan Road, and (iii) Internal Collector Roadway.

5.3 Design and Construction of Onsite Roadway Improvements. All Onsite Roadway Improvements shall be designed, constructed and installed by Owner, at Owner's sole cost, in compliance with the Governing Regulations. Notwithstanding the foregoing, Owner shall only be responsible for its pro-rata share of the cost of improvements for Jackson Road and Thomas J. Egan Road based on the TIA. The City agrees that phasing of any of the Onsite Roadway Improvements may follow phasing of the Development. Construction of any improvements for Jackson Road and/or Thomas J. Egan Road shall count toward Owner's pro-rata share.

ARTICLE VI **STORMWATER; DRAINAGE; FLOODPLAIN**

Prior to submission of construction engineering plans for the Development, Owner shall submit to the City's engineer a downstream assessment and conditional letter of map revision ("CLOMR"), if needed, for review and approval by the City prior to submission. Solely for purpose of this Agreement and to avoid and reduce uncertainties related to the enforcement of Governing Regulations (as hereinafter defined), floodplain reclamation within the City's Division One ETJ shall not trigger an Alternate ESA Plan approval.

ARTICLE VII **ELECTRIC SERVICE; MUNICIPAL SOLID WASTE/RECYCLING SERVICE; FIRE PROTECTION SERVICE**

7.1 Electric Service.

(a) Service Provider. The Parties agree that the District shall be served with electricity distribution service in the most cost-effective manner. Notwithstanding the foregoing, before Owner and/or the District enters into a contract with an electricity distribution service provider, Owner and/or the District must provide the City with any and all bona fide offers that Owner and/or the District receives from any electricity distribution service providers that can legally provide such service to the District. The City shall then have thirty (30) business days to provide to Owner and/or the District an offer from Denton Municipal Electric ("**DME**") to provide electricity distribution service to the District. The Parties agree that if DME's offer is substantially similar to the most cost-effective offer received by Owner and/or the District from another electricity distribution service provider that can legally provide such service to the District, Owner and/or the District must obtain electricity distribution service from DME. The term "substantially similar," as used in this Section 7.1, means that the terms of the offers provide approximately the same level of service at approximately the same start-up costs to Owner and/or the District. Rates for

electricity applicable to customers located within the District will be pursuant to the then applicable DME rates, as approved by the City Council.

(b) Offers for Service. All offers received by Owner and/or the District from electricity distribution service providers that can legally provide such service to the District shall include the following terms:

- (i) The electricity distribution service provider will extend electric distribution facilities as necessary to serve the full Development;
- (ii) The electricity distribution service provider will evaluate the cost associated with service extension through the undeveloped area to determine if Aid-in-Construction is required;
- (iii) The electricity distribution service provider shall be responsible for the installation of all primary-voltage electrical cables, transformers, switchgear, streetlight poles and LED streetlight fixtures, streetlight cables, single-family residential services, and other necessary electrical distribution and transmission system equipment, whether onsite or offsite, as necessary to provide adequate and reliable electricity distribution service to the District.
- (iv) Owner will provide all onsite public utility easements to the electricity distribution service provider that are necessary to protect, install, safely operate and maintain the electric infrastructure, at Owner's sole cost. Public utility easements shall be eight (8) feet in width when adjacent to roadway rights-of-way in single-family residential areas, fifteen (15) feet in width when adjacent to Primary and Secondary Arterial rights-of-way, and twenty (20) feet in width where duct banks are required. Such easements shall be conveyed through the platting process, unless the electricity distribution service provider requests an easement be transferred by separate instrument. The electricity distribution service provider shall agree to joint trench installation of other franchised utilities such as telephone, cable television, fiber optic cables, or other non-gas utilities within the designated public utility easements, as long as such other franchised utilities are on an edge shelf of the trench and not placed directly above the electric infrastructure.
- (v) Existing overhead electricity distribution lines, which are currently located in the public rights-of-way, will be relocated by the electricity distribution service provider, at no cost to Owner and/or the District, when development adjacent to the existing electricity distribution lines requires the lines to be relocated in order to accommodate the adjacent development; provided that the relocation of the electricity distribution lines is to an overhead position. If Owner requests the relocation to be placed underground, Owner shall be responsible for the difference in cost between the overhead relocation and the underground relocation as reasonably determined and demonstrated by the electricity distribution service provider. Any existing overhead electricity distribution lines not owned by the electricity distribution service provider will be relocated underground by the owner of such electricity

distribution line(s), if required, to comply with the Denton Development Code.

- (vi) Owner will comply with those City approved policies within the DME Electric Service Standards, as amended, that are available on the City's website and uniformly applied within the City, including the specifications for street lighting.
- (vii) All new electricity distribution service within the Property shall be placed underground except for necessary above-ground appurtenances such as street lights, switchgear and transformers.
- (viii) The City shall have the right to inspect the electricity distribution facilities prior to Owner, the District and/or the electricity distribution service provider placing such electricity distribution facilities into use.

7.2 Municipal Solid Waste/Recycling Service. The Parties agree that the District shall be served with municipal solid waste/recycling service in the most cost-effective manner. Notwithstanding the foregoing, before Owner and/or the District enters into a contract with a municipal solid waste/recycling service provider, Owner and/or the District must provide the City with any and all bona fide offers that Owner and/or the District receives from any municipal solid waste/recycling service providers that can legally provide such service to the District. The City shall then have thirty (30) business days to provide to Owner and/or the District an offer from the City to provide municipal solid waste/recycling service to the District. The Parties agree that if the City's offer is substantially similar to the most cost-effective offer received by Owner and/or the District from another municipal solid waste/recycling service provider that can legally provide such service to the District, Owner and/or the District must obtain municipal solid waste/recycling service from the City. The term "substantially similar," as used in this Section 7.2, means that the terms of the offers provide approximately the same level of service at approximately the same start-up costs to Owner and/or the District. Rates for municipal solid waste/recycling service applicable to customers located within the District will be pursuant to the then applicable rate schedule, as approved by the City Council and published in the City's Utility Rate Ordinance.

7.3 Fire Protection Service.

(a) ILA and Fire Plan. After the creation of the District, Owner shall cause the District to enter into an Interlocal Cooperation Agreement (an "ILA") with the County, the City or another fire protection service provider chosen by the District for the provision of fire protection service to the District. Owner shall then cause the District to develop a fire plan incorporating the terms of the ILA and in accordance with Section 49.351 of the Texas Water Code and the rules of the TCEQ (the "Fire Plan"), and submit such Fire Plan to the TCEQ for review and approval. Upon the TCEQ's approval of the Fire Plan, Owner shall cause the District to call an election and obtain voter approval of the ILA and Fire Plan and the levy of a contract tax sufficient to make payments thereunder. The Fire Plan shall be approved by the District's voter(s) prior to recording a final plat for the Property. Owner agrees that if the fire protection service provider is any provider other than the City, the ILA and Fire Plan should stipulate that upon annexation of the Property into the City's corporate limits pursuant to this Agreement and the SPA, the ILA and Fire Plan shall terminate and all real and personal property located the Fire Station Site (hereinafter defined), including improvements, furniture, fixtures and equipment required for providing fire service to

the District, shall be transferred to the City at no cost to the City, and the City shall become the fire protection service provider.

(b) City ILA. If the City is chosen to be the fire protection service provider to the District, Owner shall cause the District to enter into an ILA with the City in conformance with the terms of the fire service agreement, the form of which is attached hereto as **Exhibit K**.

(c) Fire Station Site. Owner agrees to dedicate two and one half (2.5) acres of land located in the southeast corner of the District (the “Fire Station Site”) for the City to construct a future fire station at such time that the call volume and response times are determined to be outside the industry standards by the City’s Fire Department, as provided for in the fire service agreement, the form of which is attached hereto as **Exhibit K**.

(d) Temporary Housing. One (1) temporary home shall be permitted on the Property as necessary to satisfy on-site voter requirements of the TCEQ with respect to any District election held for any purpose, including, but not limited to, voter confirmation of the creation of the District and voter approval of the Fire Plan, as contemplated under Section 7.3(a) herein.

ARTICLE VIII **PARKS/TRAILS**

Owner agrees to coordinate with the Director of the City’s Parks & Recreation Department to ensure that the District’s trail network is connected to the City’s citywide trail network. Owner shall enter into an agreement with the City, or cause the District to enter into an ILA with the City, dedicating by fee or easement to the City ESA parkland, and/or trails and public access within floodplain (“Parkland”) at no cost to the City, as shown in Exhibit C. The Parkland dedication will occur at or before the time of final plat approval. No dedicated Parkland shall be located within a gas well setback determined in accordance with the Denton Development Code. The Owner agrees to provide connectivity to the Parkland from the Development and will abide by the Parks and Recreation sidewalks/pathways design standards identified in the Parks, Recreation, and Trails System Masterplan.

ARTICLE IX **DEVELOPMENT REGULATIONS**

9.1 Governing Regulations. Development of the Property shall be governed solely by the following regulations (collectively, the “Governing Regulations”):

(a) the applicable City regulations, as may lawfully be amended at any time, that are uniformly enforced within the City’s Division I ETJ, including, but not limited to, the following (collectively, the “City Regulations”):

- (i) The City’s regulations that apply to the City’s Division I ETJ;
- (ii) Subchapter 2 (Administration and Procedures) of the Denton Development Code;

- (iii) Development and subdivision regulations contained in Section 3.4, Subchapter 7, and Subchapter 8 of the Denton Development Code, as amended, together with applicable Design Criteria Manuals, Denton Mobility Plan, and other approved Master Plans of the City, as amended, and the most recent North Central Texas Council of Governments Standard Specifications for Public Works Construction, as amended or replaced;
- (iv) Section 7.7 Landscaping, Screening, Buffering and Fences;
- (v) All plumbing infrastructure for structures contained on the Property shall comply with the City's plumbing code in effect when the structure is constructed, including, without limitation, permit requirements;
- (vi) Environmental regulations, as contained in Section 7.4 (Environmentally Sensitive Areas) of the Denton Development Code, as amended and as applicable in the Division I ETJ;
- (vii) Applicable water and wastewater connection, construction and on-site operation requirements, contained within Chapter 26 of the Denton Code of Ordinances, as amended, and Subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Water and Wastewater Criteria Manual, as amended and as supplemented by the Texas Water Code, as amended, the Texas Natural Resources Code, as amended, the Texas Utilities Code, as amended, and applicable administrative standards of the TCEQ, as amended;
- (viii) Applicable Flood Protection, Drainage and related standards, as contained within Chapter 30 of the Denton Development Code, as amended, Subchapters 7 and 8 of the Denton Development Code, as amended, the Denton Stormwater Criteria Manual, as amended and as supplemented by requirements of the Texas Water Code, as amended, the Texas Natural Resources Code, as amended, the Texas Utilities Code, as amended, and applicable administrative standards of the TCEQ, as amended, and applicable administrative standards of the Federal Emergency Management Administration, as amended;
- (ix) Gas well platting, drilling and production standards, as contained within Subchapters 2 and 6 of the Denton Development Code, as amended and as supplemented by requirements of the Texas Utilities Code, as amended, the Texas Natural Resources Code, as amended, the Texas Water Code, as amended, and applicable administrative standards of the Texas Railroad Commission and TCEQ, as amended, and single family lots and amenity/park space shall be setback a minimum of 300 feet from gas wells, measured in a straight line from the well head to the nearest single family property line.

(b) technical codes including all international codes adopted by the City in effect on the Effective Date, and as lawfully may be amended at any time;

(c) the Concept Plan attached hereto as **Exhibit C** and as amended from time to time in accordance with this Agreement (the “Concept Plan”), which Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;

(d) the development standards set forth on **Exhibit D** attached hereto (the “Development Standards”);

(e) the building codes of the City, as amended, provided such building codes are adopted by ordinance and uniformly applied throughout the City (the “Building Codes”).

9.2 Conflicts.

(a) In the event of any conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Here or hereafter adopted, this Agreement shall control.

(b) In the event of any conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control.

ARTICLE X **DEVELOPMENT PROCESS AND CHARGES**

10.1 Fees. Except as specifically described below, Owner shall be subject to those water and sewer fees and charges and other related fees due and payable to the City in connection with the development of the Property that are charged uniformly to other Division I ETJ developments. All Capital Recovery Fees applicable to individual lots will be due and payable by Owner pursuant to the Governing Regulations.

10.2 Building Permits. Owner, or any subsequent owner of any portion of the Property, as appropriate, shall request and obtain a building permit from the City for every structure that is constructed on the Property. The City shall allow Owner to request and obtain building permits for no more than four model homes prior to the filing of a final plat. All fees charged to Owner, or any subsequent owner of any portion of the Property, for building permits shall be the fees that the City charges for building permits inside the corporate boundaries of the City pursuant to its lawfully adopted fee schedule.

10.3 Capital Investment. The Parties agree that a fee of \$550 per single-family residential building shall be paid to the City at the issuance of each single-family residential building permit within the Property. A fee of \$250 for each separate residential unit within the building shall be paid to the City at the issuance of each multi-family building permit within the Property. For the avoidance of doubt, the fees provided in this Section 10.3 are the same fees required by the fire service agreement, the form of which is attached hereto as **Exhibit K**.

ARTICLE XI

TERM

The term of this Agreement shall be for a period of thirty (30) years after the Effective Date, except that **Exhibit D**, plus all provisions of this Agreement related to **Exhibit D** shall have a term of forty-five (45) years. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE XII

EVENTS OF DEFAULT; REMEDIES

12.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

12.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE XIII

ASSIGNMENT AND ENCUMBRANCE

13.1 Assignment by Owner to Successor Owners.

(a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address,

telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

13.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

13.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

13.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

13.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

13.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE XIV **RECORDATION AND ESTOPPEL CERTIFICATES**

14.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of the County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be

binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

14.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default.

ARTICLE XV **ADDITIONAL PROVISIONS**

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Denton 215 E McKinney St Denton, TX 76201
With a copy to:	Attn: City Attorney City of Denton, Texas 215 E. McKinney St. Denton, TX 76201
To the Owner:	Attn: Tommy Cansler Legends Ranch Development, LLC 3930 Glade Road, Suite 108-322 Colleyville, Texas 76034

With a copy to:

Attn: Mindy L. Koehne
Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254
TEL: (972) 788-1600

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

15.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

15.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

15.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

15.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

15.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

15.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

15.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

15.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Roadway Improvements
Exhibit F	Offsite Water Improvements
Exhibit G	Offsite Wastewater Improvements
Exhibit H	Creation Consent Resolution
Exhibit I	Annexation Consent Resolution
Exhibit J	Strategic Partnership Agreement
Exhibit K	Fire Service Agreement

15.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

15.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure

shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

15.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

15.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

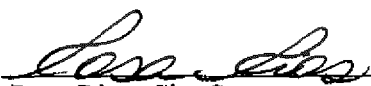
EXECUTED by the City and Owner on the respective dates stated below.

Date: 7/18/2022

CITY OF DENTON


By: 
Gerard Hudspeth, Mayor

ATTEST:



Rosa Rios, City Secretary



APPROVED AS TO FORM


Digitally signed by Mack Reinwand
Date: 2022.06.23 18:29:26 -05'00'
Mack Reinwand, Attorney for City

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

 Digitally signed by Scott McDonald
D:\1\0-0000, dc-cityofdenton, dc-scott.mcdonald, cm=Department
Using and Groups, o=General Government, cn=Planning,
cm=Scott McDonald,
email=Scott.McDonald@cityofdenton.com
Date: 2022.06.23 18:29:26 -05'00'
SIGNATURE PRINTED NAME

Director
TITLE

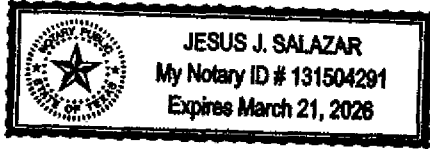
Development Services
DEPARTMENT

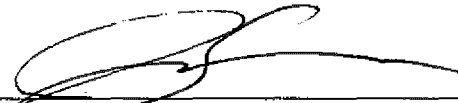
STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 18th day of JULY, 2022,

by ^{GERARD}~~HUDSPETH~~, the Mayor of the City of Denton, Texas, on behalf of said City.

(SEAL)






Notary Public, State of Texas

JESUS J. SALAZAR
Name printed or typed

Commission Expires: 3/21/2026

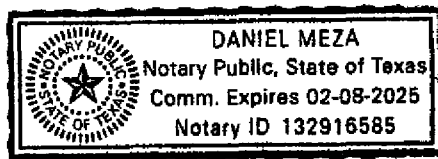
OWNER:

LEGENDS RANCH DEVELOPMENT, LLC,
a Texas limited liability company

By: 
Name: TOMMY N. CANSLER
Title: MANAGER

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on JUNE 30, 2022, personally appeared TOMMY CANSLER, MANAGER of Legends Ranch Development, LLC, a Texas limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited liability company.



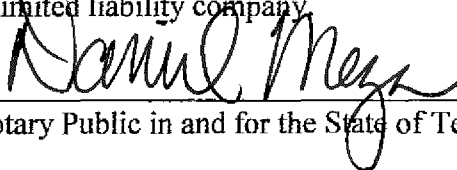

Notary Public in and for the State of Texas

Exhibit A
DESCRIPTION OF THE PROPERTY

BEING a tract of land located in the Thomas J. Egan Survey, Abstract No. 406, the M.E.P & P. RR. Co. Survey, Abstract No. 1470, the George Orr Survey, Abstract No. 985, the William Davis Survey, Abstract No. 374, and the Thomas Polk Survey, Abstract No. 998, City of Denton and City of Denton Extraterritorial Jurisdiction (E.T.J.), Denton County, Texas, part of a called 565.364 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 2019-146384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of Thomas J. Egan Road (formerly Longhorn Drive), a 22.5 foot wide right-of-way dedication, according to the plat of Golden Hoof Ranchettes, an addition to Denton County, recorded in Volume 4, Page 8 of the Plat Records of Denton County, Texas (P.R.D.C.T.), at the northeast corner of a 10-foot wide right-of-way dedication according to the plat of Lot 1R1 and 1R2 of Golden Hoof Ranchettes, an addition to Denton County, recorded in Document No. 2015-319 P.R.D.C.T., for a northerly southeast corner of said 565.364 acre tract and an easterly southeast corner hereof;

THENCE North 83°08'15" West, with a northerly south line of said 565.364 acre tract, and the north line of said 10-foot right-of-way dedication, the north line of Lot 1R1 of said Lot 1R1 and 1R2 of Golden Hoof Ranchettes, and the north line of Lot 6, Block A of said Golden Hoof Ranchettes, a distance of 960.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the easterly right-of-way line of Golden Hoof Drive, a 60-foot right-of-way as dedicated according to the plat of said Golden Hoof Ranchettes, for the northwest corner of said Lot 6, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE South 0°26'45" West, with the easterly right-of-way line of said Golden Hoof Drive, the west line of said Lot 6, and an east line of said 565.364 acre tract, a distance of 417.42 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 6 and an interior corner of said 565.364 acre tract, at the beginning of a tangent curve to the left having a central angle of 5°53'02", a radius of 367.50 feet, a chord bearing and distance of South 2°29'46" East, 37.72 feet;

THENCE across said 565.364 acre tract the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 37.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

South 5°26'18" East, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 12°11'09", a radius of 432.50 feet, a chord bearing and distance of South 0°39'17" West, 91.81 feet,

In a southwesterly direction, with said curve to the right, an arc distance of 91.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

South 6°44'51" West, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,

South 38°15'09" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set on the northerly right-of-way line of U.S. Highway 380, for a southeast corner hereof;

THENCE North 83°15'09" West, along the northerly right-of-way line of said U.S. Highway 380, with the easterly south line of said 565.364 acre tract, a distance of 105.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the easterly southwest corner hereof;

THENCE departing the northerly right-of-way line of said U.S. Highway 380, across said 565.364 acre tract, the following courses and distances:

North 51°44'51" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,

North 6°44'51" East, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 12°11'09", a radius of 367.50 feet, a chord bearing and distance of North 0°39'17" East, 78.01 feet,

In a northeasterly direction, with said curve to the left, an arc distance of 78.16 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 5°26'18" West, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 5°53'02", a radius of 432.50 feet, a chord bearing and distance of North 2°29'46" West, 44.40 feet,

In a northwesterly direction, with said curve to the right, an arc distance of 44.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 0°26'45" East, a distance of 142.96 feet to a point for an interior corner hereof,

North 83°20'39" West, a distance of 2051.52 feet to a point for an interior corner hereof,

South 6°44'41" West, a distance of 372.46 feet to a point on the northerly right-of-way line of said U.S. Highway 380, a southerly line of said 565.364 acre tract, for the westerly southeast corner hereof;

THENCE along the northerly right-of-way lines of said U.S. Highway 380, with southerly lines of said 565.364 acre tract, the following courses and distances:

North 83°15'19" West, a distance of 314.23 feet to an aluminum TxDOT right-of-way monument found for corner;

South 86°13'36" West, a distance of 355.99 feet to a 1/2-inch iron rod with cap stamped "RPLS 4561" found for corner;

North 83°15'09" West, a distance of 1703.98 feet to an aluminum TxDOT right-of-way monument found for the southeast corner of a called 30.470 acre tract of land described in the deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas (D.R.D.C.T.), the southerly

southwest corner of said 565.364 acre tract, and the southwesterly southwest corner hereof;

THENCE North 0°11'25" East, with the east line of said 30.470 acre tract and the southerly west line of said 565.364 acre tract, a distance of 1022.88 feet to a 2-inch pipe found in the south line of a called 43.92 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 93-R0091889 O.R.D.C.T., for the northeast corner of said 30.470 acre tract, the southerly northwest corner of said 565.364 acre tract, and the southerly northwest corner hereof;

THENCE North 89°27'40" East, with the south line of said 43.92 acre tract and a southerly north line of said 565.364 acre tract, a distance of 1075.88 feet to a point on the approximate centerline of a creek, for the southeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE along the centerline of said creek, with easterly lines of said 43.92 acre tract, and westerly lines of said 565.364 acre tract, the following courses and distances:

North 54°19'43" West, a distance of 225.34 feet to a point for corner;

North 69°29'24" West, a distance of 449.26 feet to a point for corner;

North 17°39'04" West, a distance of 543.10 feet to a point for the northeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE North 89°48'46" West, with the north line of said 43.92 acre tract and a northwesterly south line of said 565.364 acre tract, a distance of 2092.38 feet to a point within the margins of Nail Road, in the east line of a called 30.297 acre tract of land described in the deed to Brockland Properties, LLC, recorded in Instrument No. 2017-78184 O.R.D.C.T., for the northwest corner of said 43.92 acre tract, the northerly southwest corner of said 565.364 acre tract, and the northwesterly southwest corner hereof; a 1/2-inch iron rod found for reference on the east margin of said Nail Road bears South 89°48'46" East 18.00 feet from said point for corner;

THENCE North 0°13'42" East, within the margins of said Nail Road, with the east line of said 30.297 acre tract and the westernmost west line of said 565.364 acre tract, a distance of 631.58 feet to a 1/2-inch rod found in the southeasterly right-of-way line of Burlington Northern Railroad, on the northwest margin of said Nail Road, for the north corner of said 30.297 acre tract, a northwest corner of said 565.364 acre tract, and a northwest corner hereof;

THENCE North 28°40'26" East, with the southeast right-of-way line of said Burlington Northern Railroad, along the northwest margin of said Nail Road, with the Northwest line of said 565.364 acre tract, a distance of 1355.15 feet to a point within the margins of Jackson Road, for the westerly northwest corner of said 565.364 acre tract and the westerly northwest corner hereof;

THENCE North 89°32'55" East, within the margins of said Jackson Road, with the westerly north line of said 565.364 acre tract, the south line of a called 5.241 acre tract of land described in the deed to 2018 Stone Family Trust recorded in Instrument No. 2018-105715 O.R.D.C.T., and the southerly south line of said a called 298.204 acre tract of land described in the deed to McCart St, LLC, recorded in Instrument No. 2018-5215 O.R.D.C.T., a distance of 1746.66 feet

to a 1/2-inch iron rod found for the southerly southeast corner of said 298.204 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE North 0°57'04" East, continuing within the margins of said Jackson Road, with the southwesterly east line of said 298.204 acre tract, a northerly west line of said 565.364 acre tract, a distance of 138.90 feet to a 1/2-inch iron rod found for the southwest corner of a called 10.00 acre tract described in the deed to Russell Mark Sales and wife, Shelly Ann Sales, recorded in Instrument No. 93-R0030700 O.R.D.C.T., the northernmost northwest corner of said 565.364 acre tract and the northernmost northwest corner hereof;

THENCE North 89°14'20" East, continuing within the margins of said Jackson Road, with the south line of said 10.000 acre Sales tract, the south line of a called 10.00 acre tract of land described in the deed to Jimmy Lee Grozier recorded in Instrument No. 96-R0082430 O.R.D.C.T., and a north line of said 565.364 acre tract, a distance of 2597.71 feet to a 1/2-inch iron rod found for the southwest corner of a called 134 acre tract described in the deed to James T. Addington and wife, Carol L. Addington, recorded in Volume 611, Page 296 D.R.D.C.T., at an angle point in said north line of called 565.364 acre tract and an angle point in a north line hereof;

THENCE North 87°52'07" East, continuing within the margins of said Jackson Road, with a north line of said 565.364 acre tract, the south line of said 134 acre tract, the south line of Lot 1, Block A of Connolly Addition, an addition to Denton County, as shown on the plat recorded in Document No. 2017-51 P.R.D.C.T., and the south line of a called 10.035 acre tract described in the deed to Ira Sam Houston and wife, Helen Marie Houston, recorded in Volume 1239, Page 617 D.R.D.C.T., a distance of 2285.65 feet to a 1/2-inch iron rod found for the northwest corner of the right-of-way dedication at the intersection of Jackson Road and Thomas J. Egan Road according to the plat of Bent Rails Addition, an addition to the City of Denton E.T.J., recorded as Document No. 2020-57 P.R.D.C.T., the northeast corner of said 565.364 acre tract and the northeast corner hereof;

THENCE South 0°15'52" West, within the margins of said Thomas J. Egan Road, with the northerly east line of said 565.364 acre tract, the west line of the 32.5-foot right-of-way dedication for Thomas J. Egan Road according to the plat of said Bent Rails Addition, the west line of a called 5.134 acre tract of land described in the deed to Cesar Gonzalez Pegueros and wife, Gricelda Tovar-Galvan Gonzalez, recorded in Instrument No. 2013-62297 O.R.D.C.T., the west line of a called 175 acre tract of land described in the deed to Claude H. Smith recorded in Volume 362, Page 341 D.R.D.C.T., the west line of a variable width right-of-way dedication for Thomas J. Egan Road according to the plat of Moreno Addition, an addition to the City of Denton E.T.J., recorded in Document No. 2020-36 P.R.D.C.T., the west line of a called 30 acre tract described in the deed to Vickie Murdock recorded in Instrument No. 2004-80900 O.R.D.C.T., and the westerly west line of a called 5.000 acre tract described in the deed to Brandon Murdock recorded in Instrument No. 2017-55842 O.R.D.C.T., a distance of 3028.84 feet to a PK nail found at the northeast corner of the right-of-way dedication at the intersection of Tenderfoot Trail and said Thomas J. Egan Road (formerly Longhorn Drive) according to the plat of said Golden Hoof Ranchettes, for a northerly southeast corner of said 565.364 acre tract and a northerly southeast corner hereof;

THENCE North 83°08'15" West, with the northerly right-of-way dedication for said Tenderfoot Trail, and a northerly south line of said 565.364 acre tract, a distance of 19.54 feet to a 1/2-inch iron rod found for an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE South 0°26'45" West, across said Tenderfoot Trail, with a southerly east line of said 565.364 acre tract, the east line of Block A of said Golden Hoof Ranchettes, the west right-of-way line of said Thomas J. Egan Road (formerly Longhorn Drive) a distance of 834.84 feet to the **POINT OF BEGINNING** and containing 542.536 acres of land, more or less.

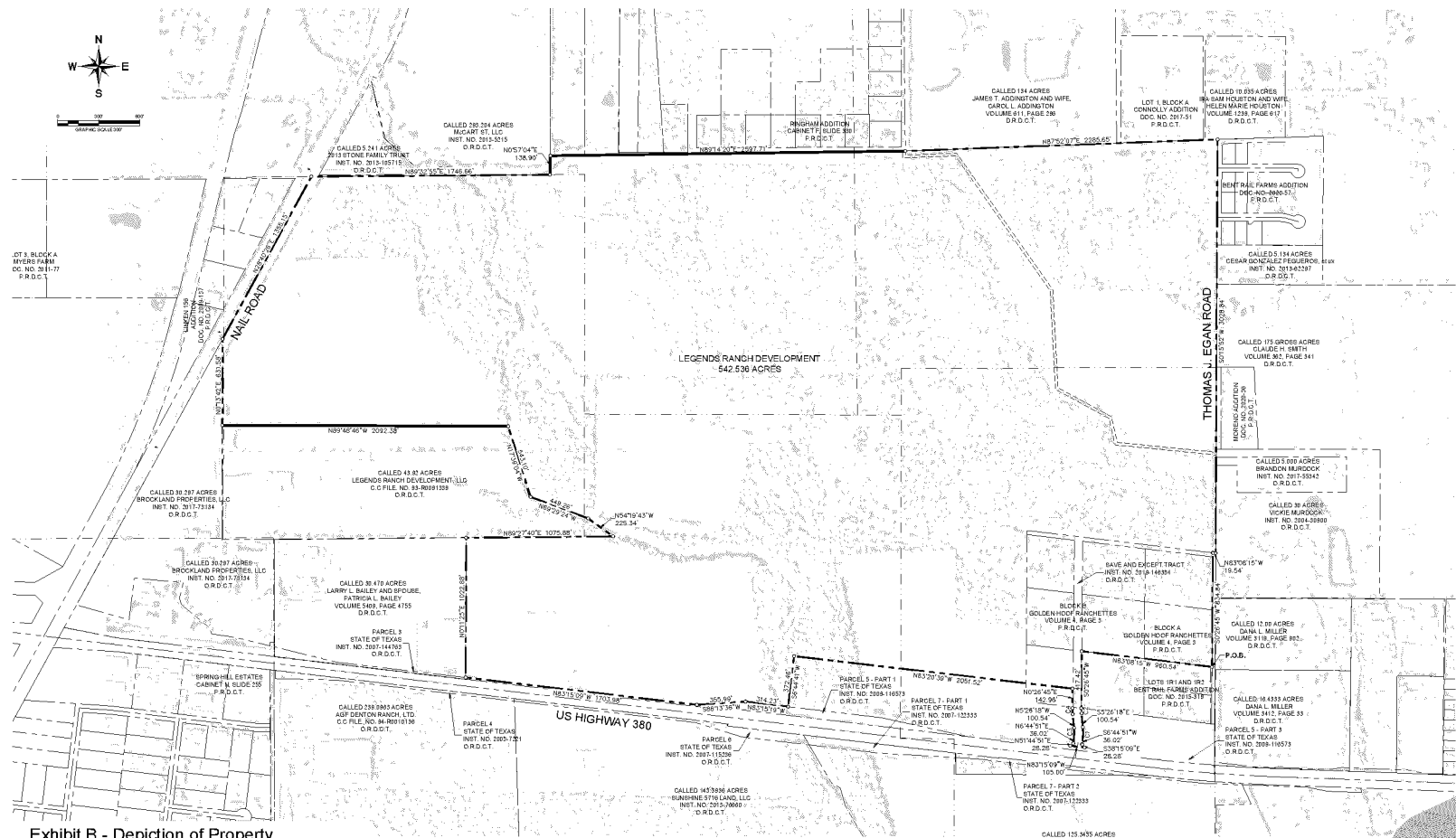
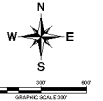
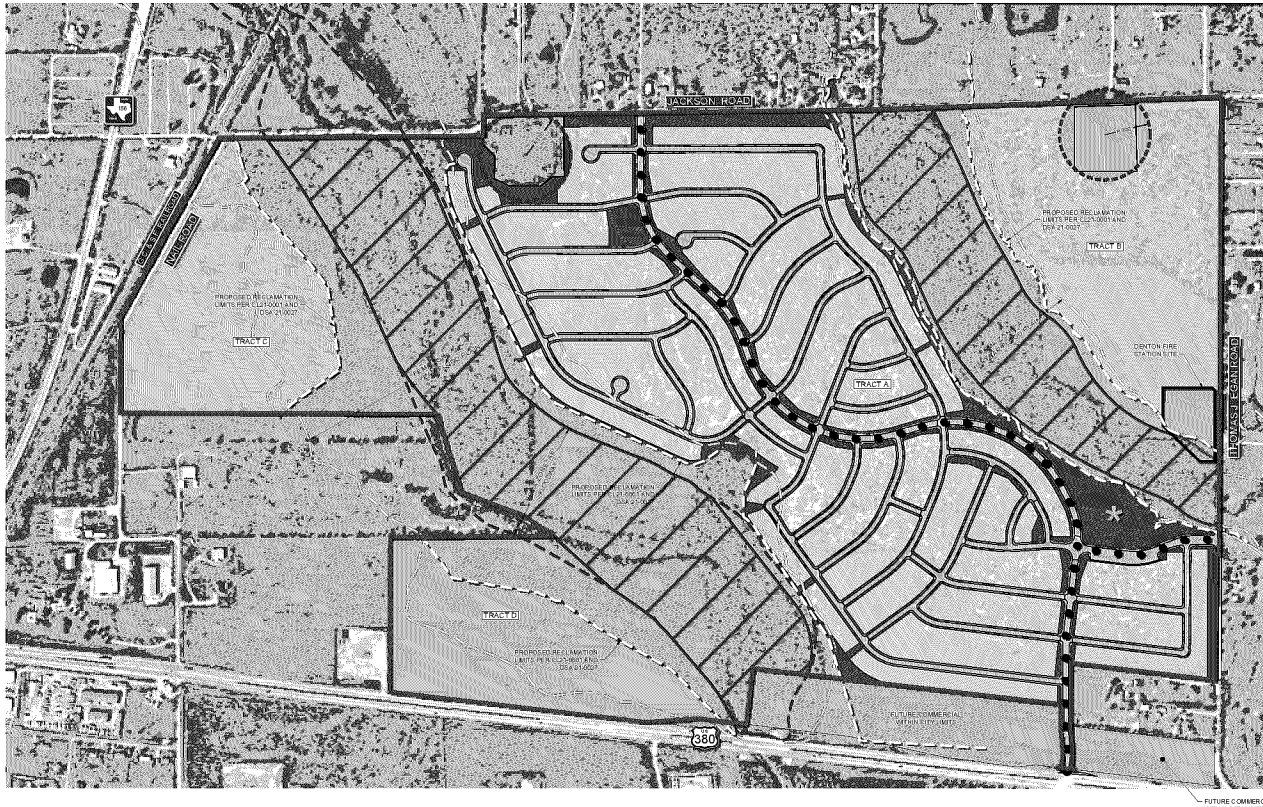


Exhibit B - Depiction of Property Legends Ranch

City of Denton - Division One ETJ, Texas
June 28, 2022

Kimley»Horn

6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972.355.5555
State of Texas Registration No. F-628

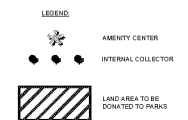


TRACT A, B & C	
TYPICAL LOT SIZE	PERCENTAGE
40' X 110'	MAX 10%
40' X 150'	MAX 30%
50' X 115'	MIN 30%

SF NET ACREAGE	
TRACT A NET ACREAGE	233.7 ACRES
TRACT B NET ACREAGE	60.3 ACRES
TRACT C NET ACREAGE	30.7 ACRES
TOTAL NET ACREAGE	324.7 ACRES
MAX YIELD	1,881 LOTS

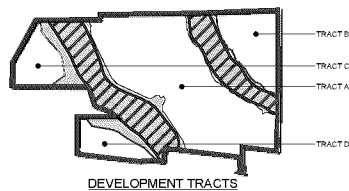
TRACT D	
NET ACREAGE	32.4 ACRES
MAX UNITS	320 LOTS

MAX TOTAL SF & MF UNITS	1,881 LOTS
-------------------------	------------



- NOTES:**
1. LOT DEPTHS MAY VARY BASED ON CUL-DE-SAC, ANNULES, AND OTHER PROJECT CONSTRAINTS. HOWEVER NO MORE THAN 10% WILL BE LESS THAN TYPICAL.
 2. TRACTS A, B, & C CORRESPOND TO 40K ACRE TRACT A-9 REFERENCED IN DEVELOPMENT AGREEMENT.
 3. TRACT D CORRESPONDS TO 45 ACRE TRACT A-5 REFERENCED IN DEVELOPMENT AGREEMENT.

EXHIBIT C
CONCEPT PLAN
Legends Ranch
City of Denton - Division One ETJ, Texas
June 29, 2022



Kimley»Horn
6180 Warden Parkway
Suite 210
Frisco, Texas 75034
(972) 355-5555
State of Texas Registration No. F-628
KIMLEY-HORN AND ASSOCIATES, INC.
A PROFESSIONAL ENGINEERING FIRM

Exhibit D – Development Standards

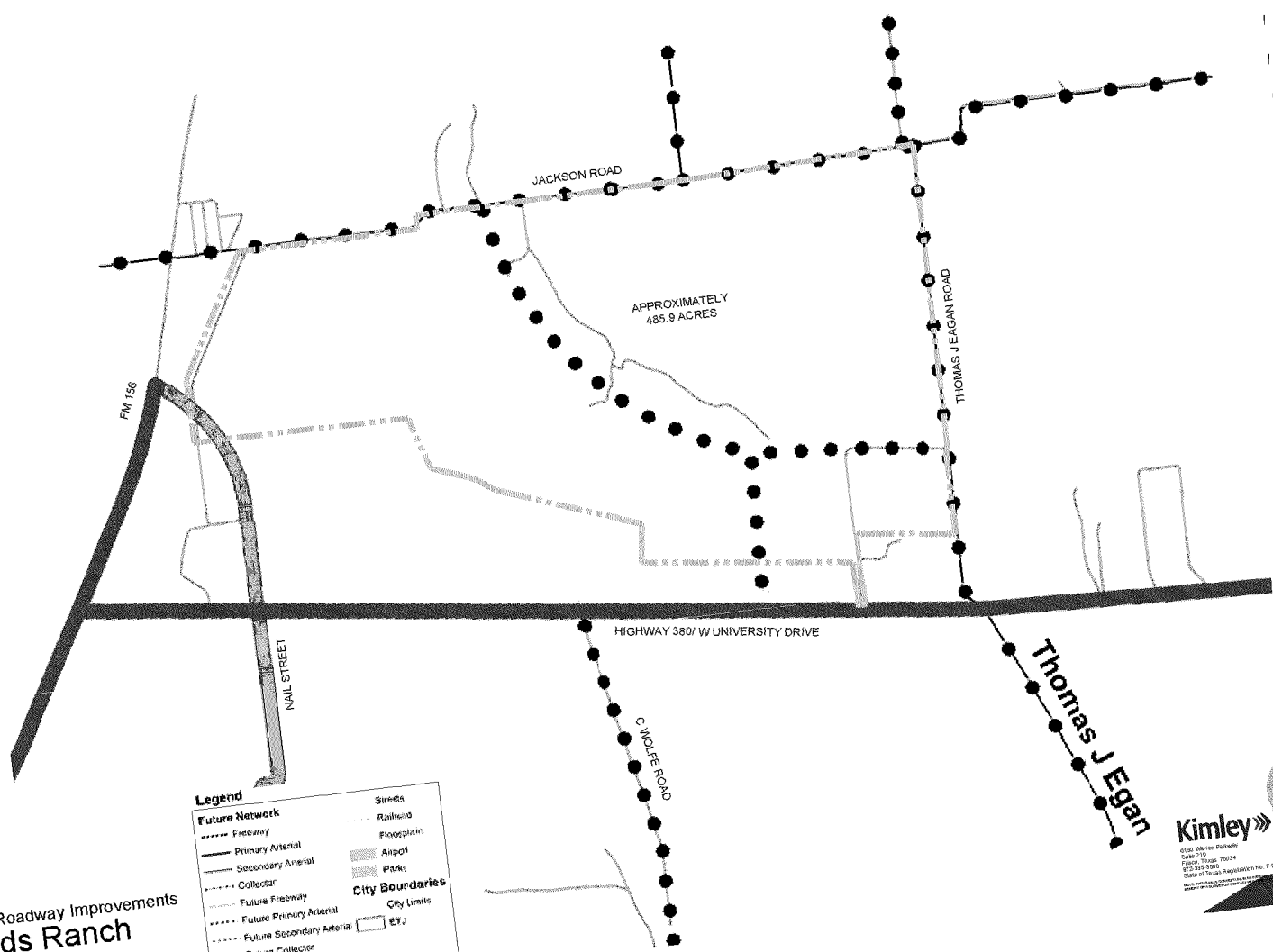
- Any parcels adjacent to US 380 frontage developed with multi-family or nonresidential uses must comply with the Denton Development code regulations applicable to parcels zoned Highway Commercial (HC) including:
 - Section 7.7 Landscaping, Screening Buffering, and Fences
 - Section 7.8 Access and Circulation
- Any multi-family uses shall comply with the following regulations:
 - 1 parking space / bedroom not to be enclosed
 - 30% open space
 - Maximum 12 units / acre
 - 35' minimum setback from US 380
 - Street lighting will be provided at a maximum interval of 300' along the fire lane(s) and will be provided within any public parking lot.
 - Dumpsters will be screened on 3 sides.
 - Façade requirements do not apply to this development.
- Any single-family uses shall comply with the following regulations:
 - No more than 35% of the single-family residential homes to be built on the Land may be on lots that are between 40-44 feet wide.
 - No more than 35% of the single-family residential homes to be built on the Property may be built on lots that are between 45-49 feet wide.
 - The remaining 30% of the single-family residential homes to be built on the Property may be built on lots that are 50 feet or wider.
 - The City of Denton zoning requirements, including but not limited to façade requirements, do not apply for this development unless specifically provided otherwise in this Agreement.

Single-Family Uses				
Min. Side Yard	Min. Rear Yard	Min. Front Yard	Min. Structure Size	Max Lot Coverage
5	10	20	1200	60%

- Lot width shall be measured at the front building line as established by the developer, but not less than twenty (20) feet from the right-of-way line; and
- Drive spacing requirements at intersections shall be measured from the back of curb to the edge of drive.
- All development within the Land shall comply with the density and number of acres proposed for each type of land use set forth in the Master Land Plan (provided as

Exhibit C), provided such densities and used may be relocated within the Property subject to approval of the City Manager, or the City Council, if the Developer request that the council consider the relocation, neither of which approvals shall be unreasonably withheld, with the City Council's approval.

- All development within the Land shall comply with the subdivision platting requirements set forth in the City's rules and regulations, unless specifically provided otherwise in this Agreement. Developer is authorized to develop the Land in phases by filing preliminary plats with the City, and to Create, activate, develop, and build-out the Land in a progressive and orderly manner, as approved by the City. Adjustments to the preliminary plat phasing plan that increases the number of lots included in any given phase shall be allowed and approved at a staff level as long as the proposed revision doesn't increase the total phase lot count by more than fifteen (15%) of what is shown on the approved preliminary plat.

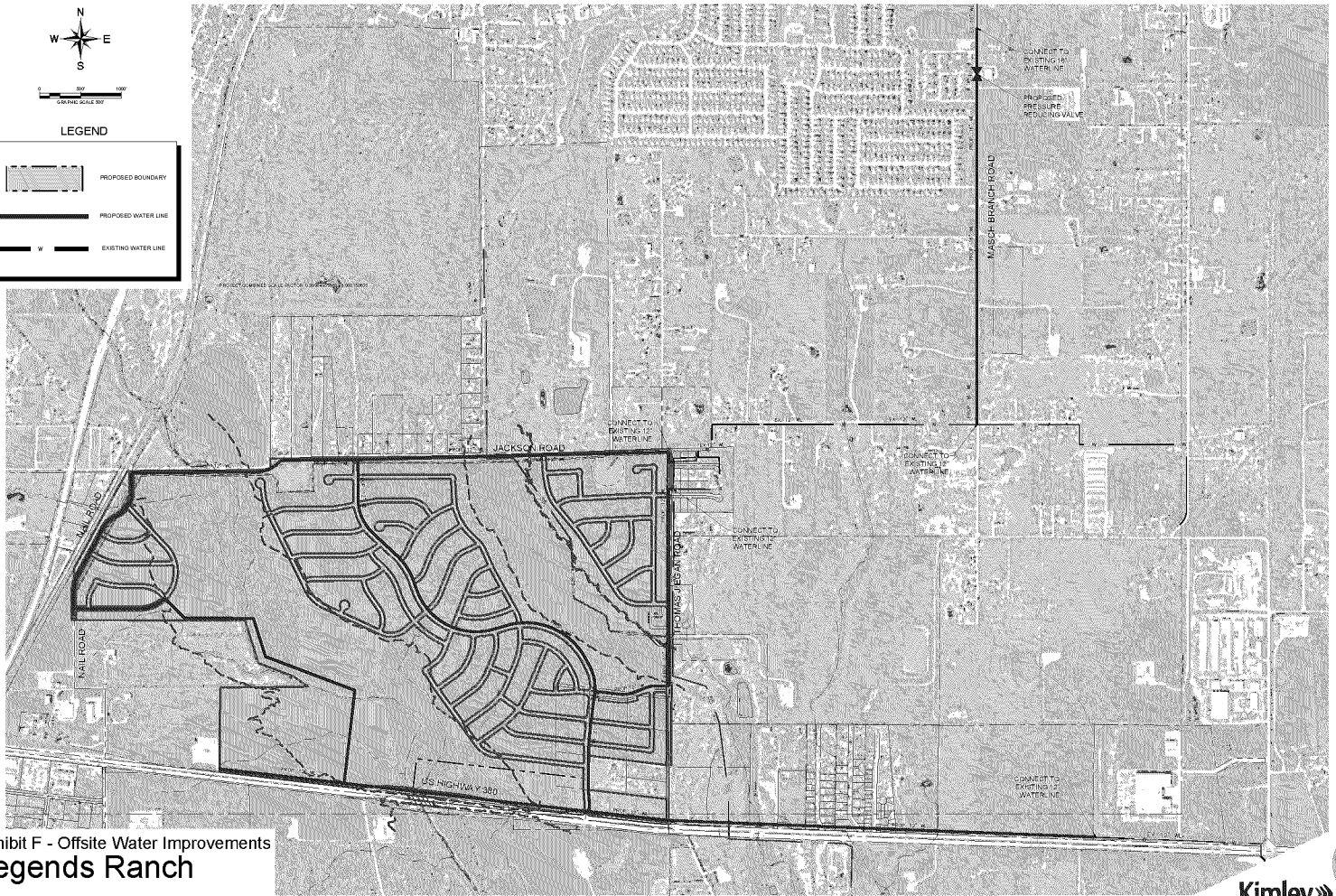
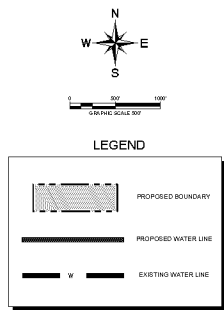


Legend	
Future Network	Screen
----- Freeway	----- Railroad
----- Primary Arterial	----- Floodplain
----- Secondary Arterial	----- Airport
----- Collector	----- Parks
----- Future Freeway	City Boundaries
----- Future Primary Arterial	City Limits
----- Future Secondary Arterial	ETJ
----- Future Collector	Property Boundary

Exhibit E - Roadway Improvements Legends Ranch

City of Denton - Division One ETJ, Texas
June 28, 2022

Kimley»Horn
 6100 Wilshire Parkway
 Suite 210
 Fort Worth, Texas 76104
 817.335.2500
 State of Texas Registration No. 1-025
 C-1



**Exhibit F - Offsite Water Improvements
Legends Ranch**

City of Denton - Division One ETJ, Texas
June 28, 2022

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972.355.5560
State of Texas Registration No. F-628
KIMLEY-HORN AND ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY FIRM.



LEGEND	
	PROPOSED BOUNDARY
	PROPOSED SEWER LINE
	PROPOSED FORCE MAIN
	PROPOSED LIFT STATION
	EXISTING SEWER LINE

Exhibit G - Offsite Wastewater Improvements Legends Ranch

City of Denton - Division One ETJ, Texas
June 28, 2022

Kimley»Horn
6160 Warren Parkway
Suite 210
Frisco, Texas 75034
(972) 355-5500
State of Texas Registration No. F-628
KIMLEY-HORN ENGINEERING, INC.
A KIMLEY-HORN COMPANY

EXHIBIT H

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS CONSENTING TO THE CREATION OF LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY, WHICH LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DENTON

WHEREAS, Legends Ranch Development, LLC, a Texas limited liability company (the “Petitioner”), desires that the City of Denton consent to the creation of Legends Ranch Municipal Utility District of Denton County (the “District”) to serve the approximately 496.136 acres of land, more or less, in Denton County, Texas as described in Exhibit “A” attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the land to be included within the District is located wholly within the extraterritorial jurisdiction of the City of Denton, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Denton, Texas a Petition for Consent to Creation of Legends Ranch Municipal Utility District of Denton County; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City of Denton, Texas desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system;

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

Section 1. Subject to the condition reflected in Section 3 of this Resolution, the City Council of the City of Denton hereby grants its consent to and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Denton’s consent to the creation of Legends Ranch Municipal Utility District of Denton County on that portion of the property described on the attached metes and bounds description located within the extraterritorial jurisdiction of the City and to consent to issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

Section 2. This Resolution take effect immediately from and after its passage and is accordingly so resolved.

Section 3. If requested by the City, the City and Petitioner may execute a development agreement regarding the development of the property within the District, pursuant to Texas Loc. Gov't Code Ch. 212.

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

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

EXHIBIT "A"

PETITION FOR CONSENT TO CREATION OF
LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY

THE STATE OF TEXAS §

COUNTY OF DENTON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DENTON:

The undersigned (collectively, the “Petitioner”), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.042 of the Texas Local Government Code, respectfully petitions this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be “Legends Ranch Municipal Utility District of Denton County” (the “District”).

II.

The District shall be organized under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of approximately 496.136 acres of land (the “Property”), situated within Denton County, Texas, described by meted and bounds in Exhibit “A,” attached hereto and incorporated herein. The District is located wholly within the extraterritorial jurisdiction of the City of Denton, Denton County, Texas, and the District is not within the corporate limits or extraterritorial jurisdiction of any other city, town or village.

IV.

The undersigned constitutes a majority in value of the holders of title to the lands in the proposed District, as shown by the tax rolls and conveyances of record since the date of preparation of said county tax rolls.

V.

The proposed District shall be organized for the following purposes:

- (1) provide a water supply for the District for municipal and domestic uses;
- (2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;
- (4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and
- (5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

The aforementioned purposes may be accomplished by any mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the extent authorized by law and the creation of the District, to the end that public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected and restored.

VI.

The general nature of the work anticipated to be done by the District at the present time is: (i) the construction of a water distribution system for domestic purposes; (ii) the construction of a sanitary sewer system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the constriction and financing of macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads; and (v) such other construction, installation, maintenance, purchase and operation of such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized, all to the extent authorized by law from time to time.

VII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities and services, or roads. The health and welfare of the future inhabitants of the District require the provision of adequate water, storm and sanitary sewer facilities and services, and roads.

The provisions of such water, storm and sanitary sewer facilities and services, and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters, and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

The property cannot be developed without the creation of the District to finance the water, sanitary sewer, and drainage facilities and services, and roads; therefore, a public necessity exists.

VIII.

The proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the proposed District is of such nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said territory will be rapidly developed for residential use.

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately \$54,693,800.

X.

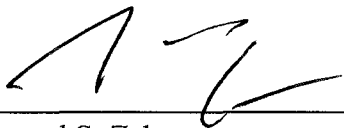
WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Denton, Texas, adopt a resolution giving its written consent to the creation of the District.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESPECTFULLY SUBMITTED this the 13 day of February, 2020.

PETITIONER:

LEGENDS RANCH DEVELOPMENT, LLC,
a Texas limited liability company

By: 

Name: Leonard S. Zak

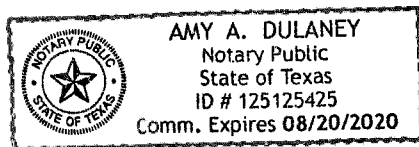
Title: Manager

STATE OF TEXAS §

COUNTY OF Parker §
§

This instrument was acknowledged before me on the 13th day of February, 2020 by Leonard S. Zak, Manager of Legends Ranch Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



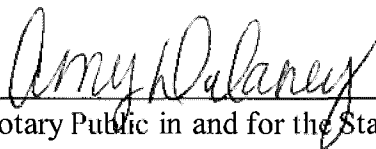

Notary Public in and for the State of Texas

EXHIBIT "A"

LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY

496.136 ACRES

**T. Polk Survey, Abst. No. 998,
T. Egan Survey, Abst. No. 406,
M. Davis Survey, Abst. No. 374,
G. Orr Survey, Abst. No. 985
M.E.P. & P.P.R. Co. Survey, Abst. No. 1470
City of Denton ETJ, Denton County, Texas**

BEING all that certain lot, tract, or parcel of land situated in the G. Orr Survey Abstract Number 985, the W. Davis Survey Abstract Number 374, the T. Polk Survey Abstract Number 998, the T. Egan Survey Abstract Number 406 and the M.E.P. and P.R.R. Company Survey Abstract Number 1470 in the City of Denton, Denton County, Texas, being a part of that certain tract of land conveyed by deed from Wise Asset Management Corporation to Wise Asset #1, Ltd. recorded in Volume 4797, Page 528, Real Property Records, Denton County, Texas and being all of Lots 2-5, Block A and all of Lots 1-3, Block B of Golden Hoof Ranchettes, an Addition to Denton County, Texas, according to the plat thereof recorded in Volume 4, Page 8, Plat Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at a right of way disc found for corner in the north line of U.S Highway Number 380, a public roadway having a variable width right of way, said point being the southeast of that certain tract of that certain tract of land conveyed by deed from Mark L. Schrimpf to Larry L. Bailey and Patricia L. Bailey, recorded in Volume 5409, Page 4755, Real Property Records, Denton County, Texas;

THENCE N 00° 12' 20" E, 1022.80 feet with the east line of said Bailey tract to an iron pipe found for corner, said point lying in the south line of said Orr Survey and in the south line of that certain tract of land conveyed by deed from Wise Asset Management Corporation to Jan K. Bradley, recorded under Clerk's File Number 93-R0091889, Real Property Records, Denton County, Texas;

THENCE N 89° 27' 40" E, 852.39 feet with said south line said Orr Survey and said south line of said Bradley tract to the **POINT OF BEGINNING**;

THENCE N 89° 27' 40" E, 222.97 feet with said south line said Orr Survey and said south line of said Bradley, said point being the southeast corner of said Bradley tract;

THENCE N 54° 20' 29" W, 225.34 feet with the east line of said Bradley tract to a point for corner in said Hickory Creek;

THENCE N 69° 29' 24" W, 449.26 feet with said east line of said Bradley tract to a point for corner in said Hickory Creek;

THENCE N 17° 39' 04" W, 543.10 feet with said east line of said Bradley tract to a point in said Hickory Creek, said point being the northeast corner of said Bradley tract;

THENCE N 89° 48' 46" W, 2093.20 feet with the north line of said Bradley tract to a railroad spike set for corner point in an east line of the W. Stoneham Survey Abstract Number 1145 and in Nail Road, a public roadway, said point being the northwest corner of said Bradley tract;

THENCE N 00° 20' 22" E, 631.35 feet with said east line of said Stoneham Survey and with said Nail Road to an iron rod found for corner in the southeasterly line of the G.C. and S.F. Railroad Company right of way;

THENCE N 28° 39' 15" E, 1355.14 feet with said southeasterly line of the G.C. and S.F. Railroad Company right of way to a railroad spike set for corner in Jackson Road, a public roadway and in a south line of said Stoneham Survey;

THENCE N 89° 33' 44" E, 1746.85 feet with the said south line of said Stoneham Survey and with said Jackson Road to and iron rod found for corner, said point being the southeast corner of said Stoneham Survey;

THENCE N 00° 57' 04" E, 138.93 feet with the most easterly east line of said Stoneham Survey to an iron rod found for corner;

THENCE N 89° 14' 20" E, 2597.32 feet with said Jackson Road to and iron rod found for corner;

THENCE N 87° 52' 07" E, 2285.31 feet with said Jackson Road to and iron rod found for corner at the intersection of said Jackson Road and Thomas J. Egan Road, a public roadway;

THENCE S 00° 12' 20" W, 3028.48 feet with said Thomas J. Egan Road to a Mag Nail set for corner in said Thomas J. Egan Road;

THENCE N 83° 09' 51" W, 22.64 feet to an iron rod marked 4561 set for corner in the west line of said Thomas J Egan Road, said point being the northeast corner of said Golden Hoof Ranchettes, an Addition to Denton County, Texas, recorded in Volume 4, Page 8, Plat Records, Denton County;

THENCE S 00° 27' 25" W, 835.02 feet with said west line of said Thomas J. Egan Road to an iron rod for corner;

THENCE N 83° 09' 04" W, pass at 10.06 feet the northeast corner of Lot 1R1 of Golden Hoof Ranchettes, an Addition to Denton County, Texas according to the plat thereof recorded under Document Number 2015-319, Plat Records, Denton County, Texas and continuing a total distance of 960.42 feet with the north line of said Lot 1R1 of said Golden Hoof Ranchettes and with the north line of Lot 6, Block A, of said Golden Hoof Ranchettes,

recorded in Volume 4, Page 8, Plat Records, Denton County, Texas to an iron rod found for corner in the east line of Golden Hoof Drive, a public roadway having a right of way of 60 feet.

THENCE S 00° 26' 47" W, 284.06 feet with said east line of said Golden Hoof Drive to an iron rod set for corner;

THENCE N 83° 15' 08" W, 2780.56 feet with the south line of said Lot 6 of said Golden Hoof Ranchettes and with the south line of Lot 1R2 of said Golden Hoof Ranchettes to an iron rod set for corner;

THENCE N 06°44'52" E, a distance of 225.39 feet, to an iron rod set for corner;

THENCE N 47°09'34" W, a distance of 126.12 feet, to an iron rod set for corner;

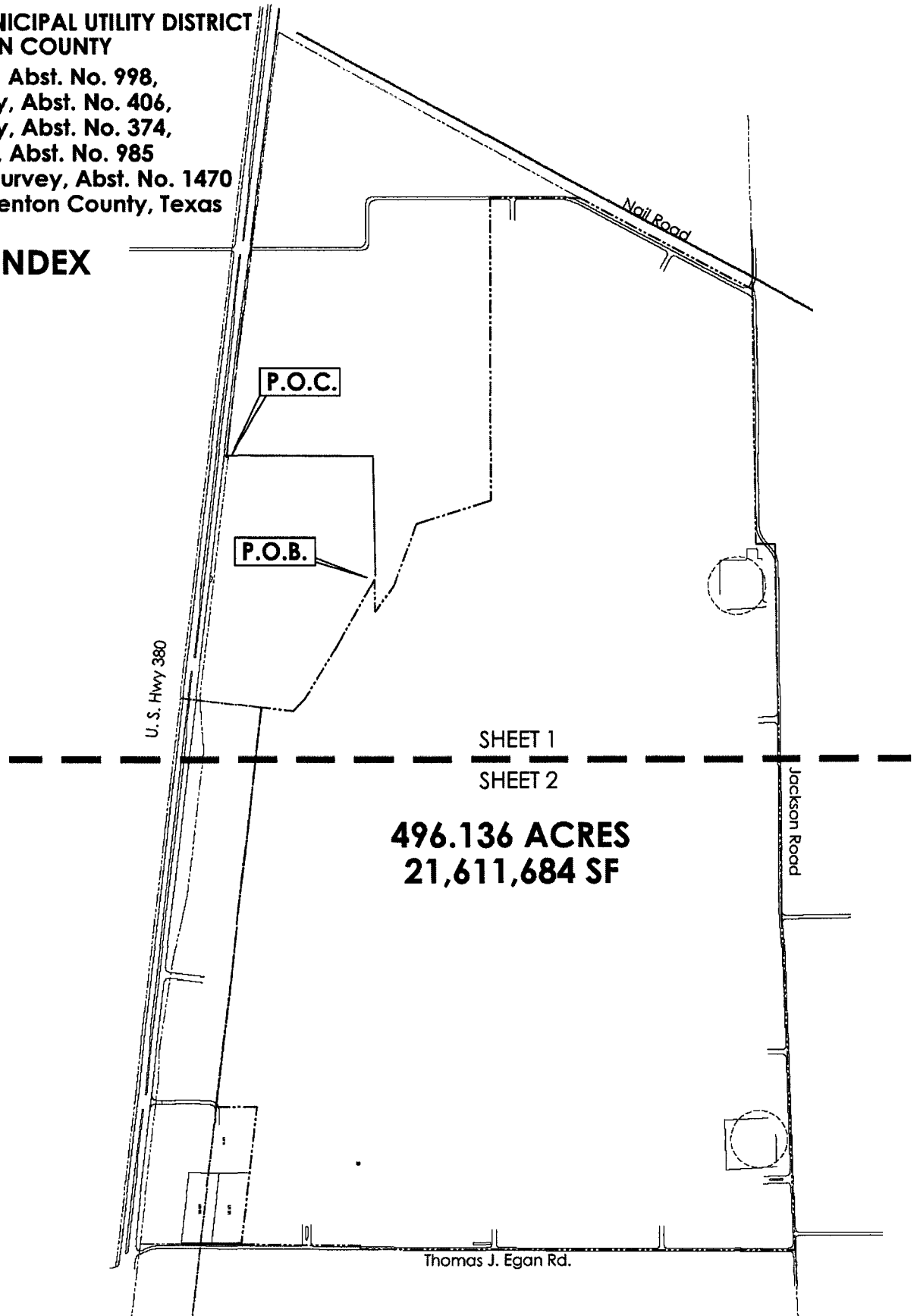
THENCE N 57°37'43" W, a distance of 396.06 feet, to an iron rod set for corner;

THENCE N 60°36'12" W, a distance of 559.09 feet, to the **PLACE OF BEGINNING** and containing 496.136 acres of land.

**LEGENDS RANCH MUNICIPAL UTILITY DISTRICT
OF DENTON COUNTY**

T. Polk Survey, Abst. No. 998,
T. Eagan Survey, Abst. No. 406,
M. Davis Survey, Abst. No. 374,
G. Orr Survey, Abst. No. 985
M.E.P. & P.P.R. Co. Survey, Abst. No. 1470
City of Denton ETJ, Denton County, Texas

SHEET INDEX

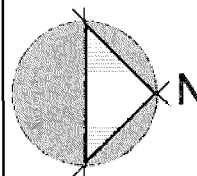


T. TABOR CONSULTING, PLLC
FIRM I.D # 5279

**LEGENDS RANCH MUNICIPAL UTILITY DISTRICT
OF DENTON COUNTY**

**BOUNDARY EXHIBIT
496.136 AC.**

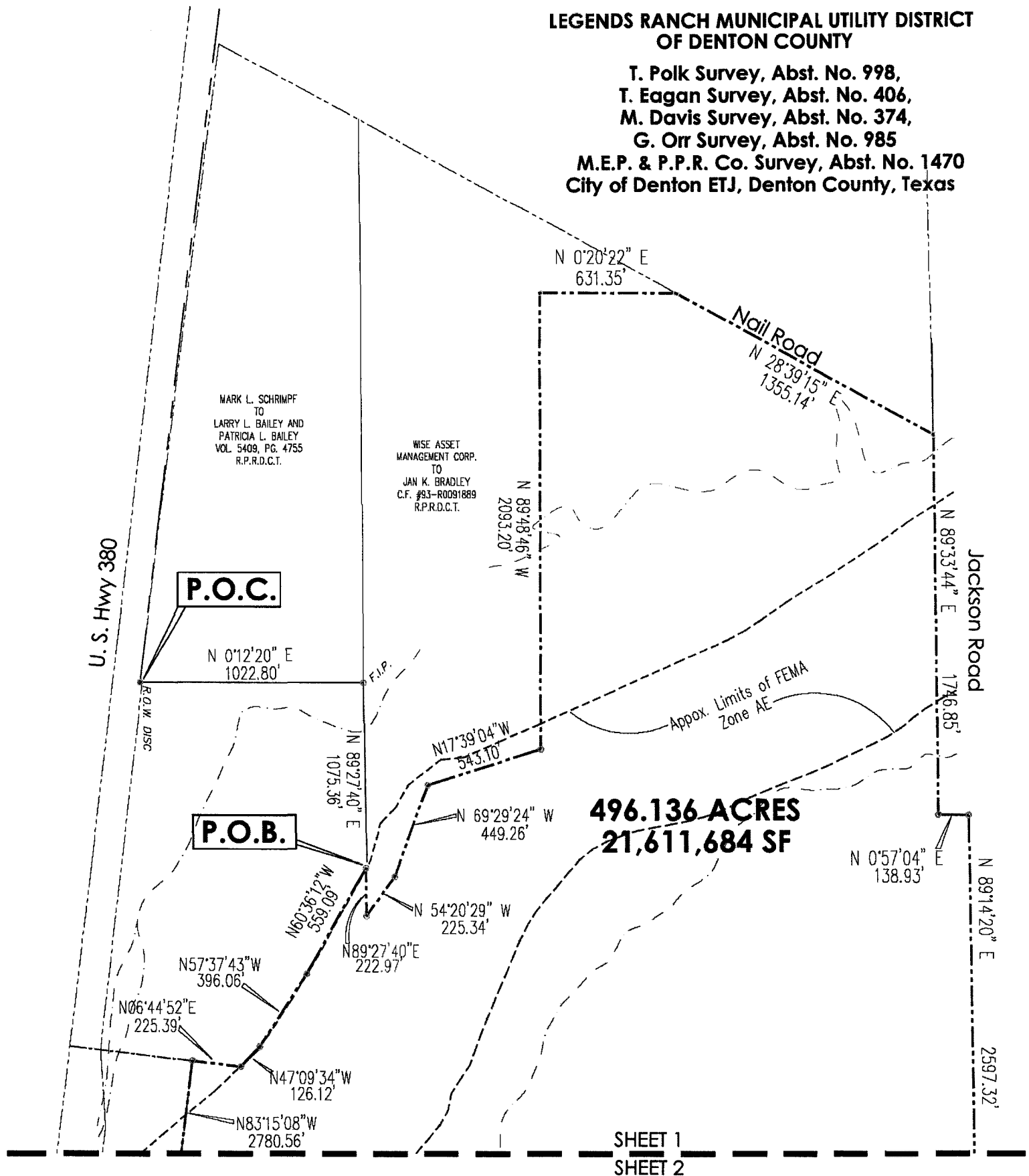
City of Denton ETJ
Denton County, Texas



Scale: 1" = 1500'

**LEGENDS RANCH MUNICIPAL UTILITY DISTRICT
OF DENTON COUNTY**

**T. Polk Survey, Abst. No. 998,
T. Eagan Survey, Abst. No. 406,
M. Davis Survey, Abst. No. 374,
G. Orr Survey, Abst. No. 985
M.E.P. & P.P.R. Co. Survey, Abst. No. 1470
City of Denton ETJ, Denton County, Texas**

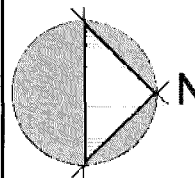


**T. TABOR CONSULTING, PLLC
FIRM I.D # 5279**

**LEGENDS RANCH MUNICIPAL UTILITY DISTRICT
OF DENTON COUNTY**

**BOUNDARY EXHIBIT
496.136 AC.**

**City of Denton ETJ
Denton County, Texas**

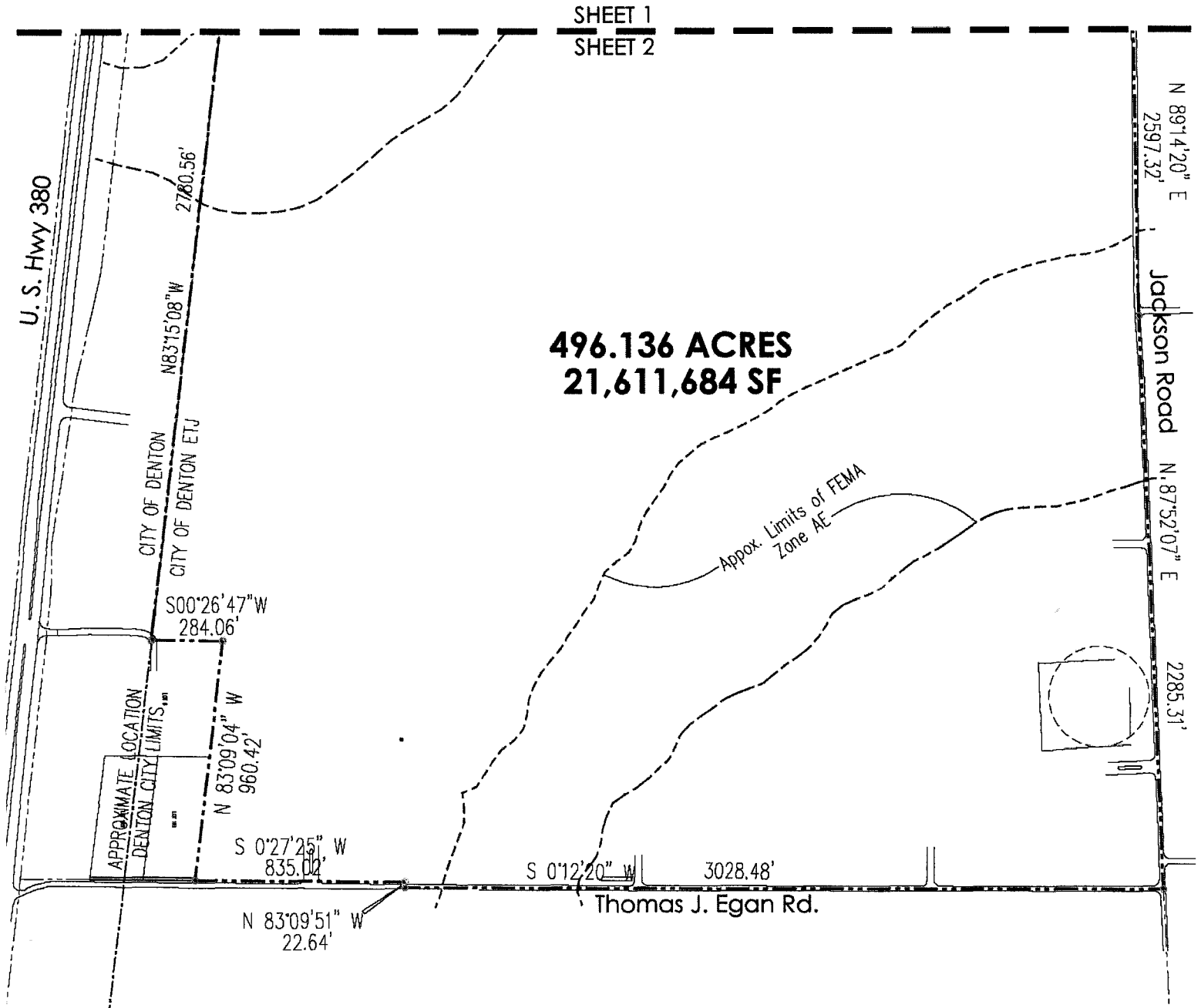


Scale: 1" = 1500'

LEGENDS RANCH MUNICIPAL UTILITY DISTRICT
OF DENTON COUNTY

T. Polk Survey, Abst. No. 998,
T. Eagan Survey, Abst. No. 406,
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M.E.P. & P.P.R. Co. Survey, Abst. No. 1470
City of Denton ETJ, Denton County, Texas

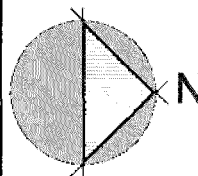


T. TABOR CONSULTING, PLLC
FIRM I.D. # 5279

LEGENDS RANCH MUNICIPAL UTILITY DISTRICT
OF DENTON COUNTY

BOUNDARY EXHIBIT
496.136 AC.

City of Denton ETJ
Denton County, Texas



Scale: 1" = 1500'

EXHIBIT I

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON,
TEXAS CONSENTING TO THE ADDITION OF CERTAIN LAND INTO
LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON
COUNTY.

WHEREAS, the City of Denton, Texas (the “City”) received a Petition for Consent to Addition of Land to a Municipal Utility District (the “Petition”) executed by Legends Ranch Development, LLC, a Texas limited liability company (the “Petitioner”), attached hereto as Exhibit “A;” and

WHEREAS, the Petition seeks to add that certain 45.782 acre tract of land described therein (the “Property”) to Legends Ranch Municipal Utility District of Denton County (the “District”), the same being located in the extraterritorial jurisdiction of the City; and

WHEREAS, Texas Local Government Code, Section 42.0425, provides that land within the extraterritorial jurisdiction of a city, town or village may not be added to the District without the written consent of such city, town or village; and

WHEREAS, the City Council of the City desires to give its consent to the addition of the Property to the District;

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

Section 1. The facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. Subject to the condition reflected in Section 4 of this Resolution, the City Council of the City hereby gives written consent, pursuant to Section 42.0425, Texas Local Government Code, to the addition of the Property to the District.

Section 3. The City Council of the City officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall and on the official website of the City in the manner and for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 4. If requested by the City, the City and Petitioner may execute a development agreement regarding the development of the property within the District, pursuant to Texas Loc. Gov't Code Ch. 212.

Section 5. This Resolution take effect immediately from and after its passage and is accordingly so resolved.

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

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

PETITION FOR CONSENT TO ADDITION OF LAND
TO A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §

COUNTY OF DENTON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DENTON,
TEXAS:

The undersigned, Legends Ranch Development, LLC, a Texas limited liability company (the "Owner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.0425 of the Texas Local Government Code, respectfully petitions the City of Denton, Texas for its consent to the inclusion of land in the proposed Legends Ranch Municipal Utility District of Denton County (the "District"), and in support of this Petition would respectfully show the following:

I.

The approximately 45.782 acres sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

II.

The Tract lies within Denton County, and not within the boundaries of any incorporated city or town. The Tracts lies within the exclusive extraterritorial jurisdiction of the City of Denton, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Owner is the holder of title to the Tract as shown by the Denton County Tax Rolls and conveyances of record. There are no lienholders on the Tract.

IV.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

V.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VI.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by the Owner, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$10,000,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Denton, Texas, adopt a resolution giving its written consent to the inclusion of the Tract in the District.

[SIGNATURES ON THE FOLLOWING PAGES]

RESPECTFULLY SUBMITTED, this 23rd day of June, 2022.

OWNER:

LEGENDS RANCH DEVELOPMENT, LLC,
a Texas limited liability company

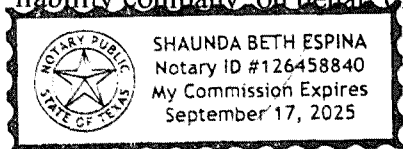
By: 

Name: Leonard S. Zak

Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 23rd day of June 2022, by Leonard S. Zak, Manager of Legends Ranch Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)



Notary Public in and for the State of Texas

EXHIBIT "A"

BEING a tract of land located in the M.E.P & P. RR. Co. Survey, Abstract No. 1470, City of Denton and City of Denton Extraterritorial Jurisdiction (E.T.J.), Denton County, Texas, part of a called 565.364 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 2019-146384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TxDOT right-of-way monument found on the northerly right of way line of U.S. Highway 380, same being on the east line of a called 30.470 acre tract of land described in the deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas (D.R.D.C.T.), same also being the southerly southwest corner of said 565.364 acre tract;

THENCE North 00°11'25" East, with the east line of said 30.470 acre tract and the southerly west line of said 565.364 acre tract, a distance of 1022.88 feet to a 2-inch pipe found in the south line of a called 43.92 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 93-R0091889 O.R.D.C.T., for the northeast corner of said 30.470 acre tract and the southerly northwest corner of said 565.364 acre tract;

THENCE North 89°27'40" East, with the south line of said 43.92 acre tract and a southerly north line of said 565.364 acre tract, a distance of 852.55 feet to a point for corner;

THENCE departing the south line of said 43.92 acre tract and the southerly north line of said 565.364 acre tract, crossing said 565.364 acre tract, the following courses and distances:

South 60°36'12" East, a distance of 559.24 feet to a point for corner;

South 57°37'43" East, a distance of 396.06 feet to a point for corner;

South 47°09'34" East, a distance of 126.12 feet to a point for corner;

South 06°44'52" West, a distance of 226.96 feet to a point for corner;

South 83°20'39" East, a distance of 664.20 feet to a point for an interior corner of said 565.364 acre tract;

THENCE South 06°44'41" West, a distance of 372.46 feet to a point on the northerly right-of-way line of said U.S. Highway 380, same being the westerly southeast corner of said 565.364 acre tract;

THENCE along the northerly right-of-way lines of said U.S. Highway 380, with southerly lines of said 565.364 acre tract, the following courses and distances:

North 83°15'19" West, a distance of 314.23 feet to an aluminum TxDOT right-of-way monument found for corner;

South 86°13'36" West, a distance of 355.99 feet to a 1/2-inch iron rod with cap stamped "RPLS 4561" found for corner;

North 83°15'09" West, a distance of 1703.98 feet to the **POINT OF BEGINNING** and containing 45.782 acres (1,994,261 square feet) of land, more or less.

PRELIMINARY

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

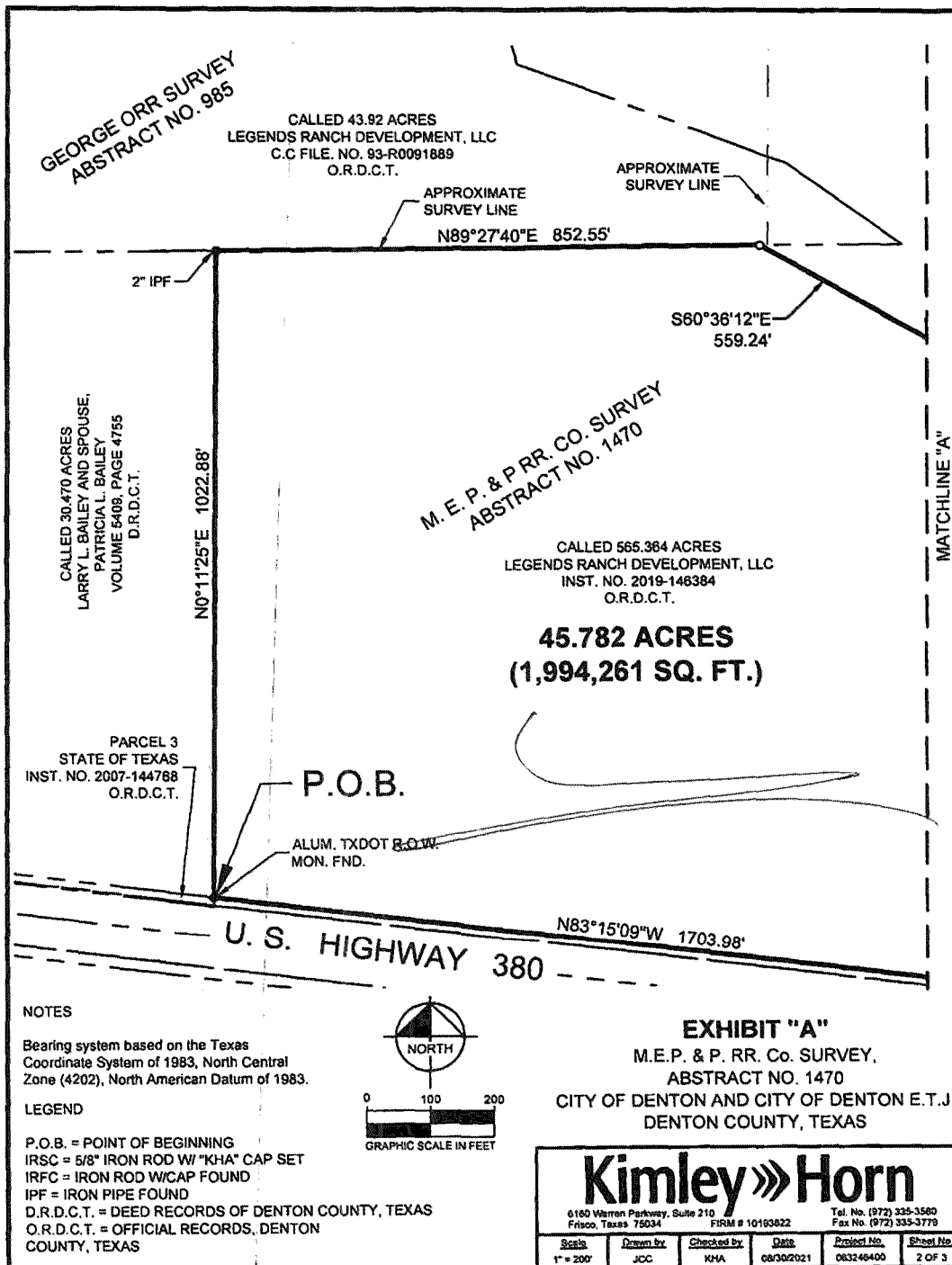
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

EXHIBIT "A"
M.E.P. & P. RR. Co. SURVEY,
ABSTRACT NO. 1470
CITY OF DENTON AND CITY OF DENTON E.T.J.
DENTON COUNTY, TEXAS

Kimley»Horn

6180 Warren Parkway, Suite 210 Frisco, Texas 75034		FIRM # 10193622		Tel. No. (972) 335-3580 Fax No. (972) 335-3779	
Scale	Drawn by	Checked by	Date	Printed No.	Sheet No.
N/A	JCC	KHA	08/30/2021	083248400	1 OF 3

CABLE, JEFF 8/30/2021 11:11 AM K:\FRISCO_SURVEY\083248400-LEGENDS RANCH - DENTON\DWG\083248400-LEGENDS RANCH 46 ACRE.DWG



CRABLE, JEFF 8/30/2021 11:11 AM K:\FRI_SURVEY\063246400-LEGENDS RANCH - DENTON\DWG\063246400 LEGENDS RANCH 48 ACRE DWG

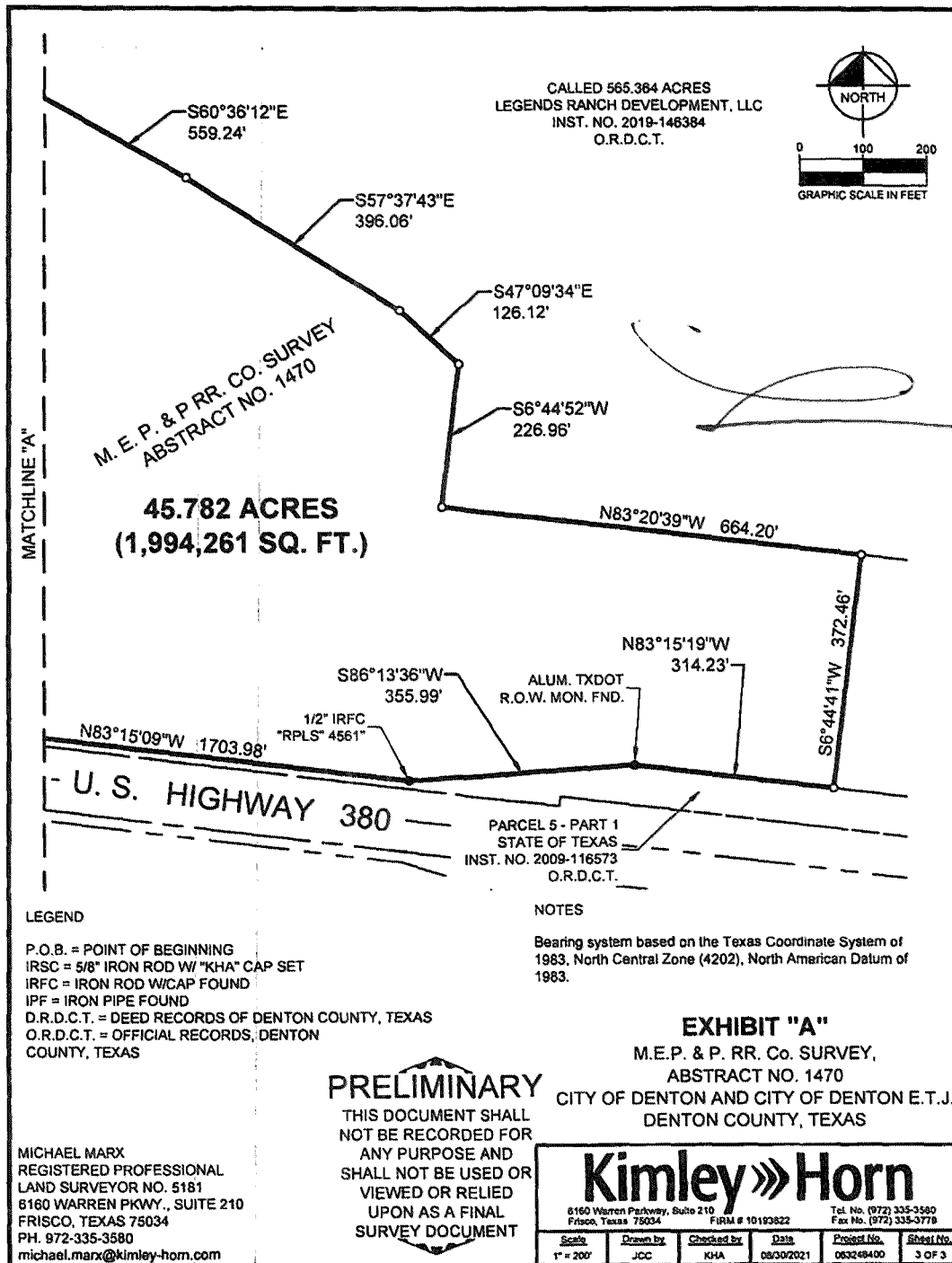


EXHIBIT J

STRATEGIC PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS AND LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY

STATE OF TEXAS

COUNTY OF DENTON

This Strategic Partnership Agreement (this “Agreement”) is entered into by the City of Denton, Texas (the “City”), and Legends Ranch Municipal Utility District of Denton County, a political subdivision of the State of Texas, acting by and through its duly authorized Board of Directors (the “District”), under the authority of Section 43.0751 of the Texas Local Government Code (the “Local Government Code”).

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the “Act”) authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, the District encompasses approximately 542.536 acres, all of which is located within the City’s extraterritorial jurisdiction, described by metes and bounds and depicted on Exhibit “A” (the “Property”); and

WHEREAS, this Agreement authorizes the City to annex certain portions of the Property that have been or may in the future be designated for commercial use for limited purposes for the purpose of collecting Sales and Use Tax Revenues (hereinafter defined) within such tracts designated for Commercial Use and to annex all of the Property for full purposes upon the terms contained herein; and

WHEREAS, pursuant to this Agreement, the City will retain fifty percent (50%) of all Sales and Use Tax Revenues (hereinafter defined); and

WHEREAS, the City and the District acknowledge that this Agreement provides benefits to each party, including revenue, services and regulatory benefits.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

ARTICLE I
FINDINGS

A. The District is a municipal utility district encompassing approximately 542.536 acres that is located within the City's extraterritorial jurisdiction.

B. The District was created pursuant to Article XVI, Section 59, and Article III, Section 52(b)(3), of the Texas Constitution;

C. On _____, 2022, the City Council adopted Resolution No. _____ consenting to the creation of the District (the "Consent Resolution").

D. The District provided notice of two public hearings concerning the adoption of this Agreement following the District's notification procedures for other matters of public importance, in accordance with the procedural requirements of the Act.

E. The Board of Directors of the District conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on _____, 202_, at _____ p.m. at _____, and on _____, 202_, at _____ p.m. at _____.

F. The Board of Directors of the District approved this Agreement on _____, 202_, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.

G. The City provided notice of two public hearings concerning the adoption of this Agreement by publishing said notices in a newspaper of general circulation in the City and in the District, in accordance with the procedural requirements of the Act.

H. The City Council conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on _____, 202_, at _____ p.m. at the City Council Chambers, and on _____, 202_, at _____ p.m. at the City Council Chambers.

I. The City Council approved this Agreement on _____, 202_, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.

J. All procedural requirements imposed by law for the adoption of this Agreement have been met.

K. In accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other.

ARTICLE II DEFINITIONS

Terms used in this Agreement shall have the following meanings:

“Act” means the Texas Local Government Code, Section 43.0751, and any amendments thereto.

“Agreement” means this Strategic Partnership Agreement between the City and the District.

“Board of Directors” means the Board of Directors of the District.

“City” means the City of Denton, Texas, a general law municipal corporation of the State of Texas.

“City Council” means the City Council of the City.

“City Share” means the City’s share of the Sales and Use Tax Revenues as defined in Section 4.2 of this Agreement.

“Commercial Property” means those certain tracts hereinafter designated for commercial uses, which said tracts are within the City’s ETJ.

“Comptroller” means the Comptroller of Public Accounts for the State of Texas.

“Consent Resolution” means the City’s Resolution No. _____ consenting to the creation of the District.

“Development Agreement” means the Development Agreement by and between the City and Owner, effective _____, 2022, regarding development of the Property.

“District” means Legends Ranch Municipal Utility District of Denton County.

“District Share” means the District’s share of the Sales and Use Tax Revenues as defined by Section 4.2 of this Agreement.

“ETJ” means the extraterritorial jurisdiction of a city as defined by the Local Government Code, as amended.

“Effective Date” means the date on which the City adopts this Agreement.

“Government Code” means the Texas Government Code, as amended.

“Limited Purpose Annexation Period” means the period commencing on the effective date of the limited purpose annexation of the Limited Purpose Property and ending upon the full purpose annexation or disannexation of such property.

“Limited Purpose Property” means the property in the District that is within the City’s ETJ and is annexed for limited purposes pursuant to this Agreement.

“Local Government Code” means the Texas Local Government Code, as amended.

“Notice” means notice as defined in Section 8.1 of this Agreement.

“Party” means, individually, the City or the District, their successors and assigns as permitted by Section 8.8 of this Agreement.

“Property” means the approximately 542.536 acres within the City’s extraterritorial jurisdiction, described by metes and bounds and depicted on Exhibit “A”

“Sales and Use Tax Revenues” means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Property pursuant to the Act and Chapter 321 of the Tax Code and whose use is not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority or applicable law, ordinance, rule or regulation.

“Tax Code” means the Texas Tax Code, as amended.

ARTICLE III
ADOPTION OF AGREEMENT AND
LIMITED PURPOSE ANNEXATION OF COMMERCIAL PROPERTY

3.1 **Public Hearings.** The District and the City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City have conducted two public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement and Chapter 551 of the Government Code.

3.2 Effective Date. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date of adoption of this Agreement by the City.

3.3 Filing in Property Records. The City shall file this Agreement in the Real Property Records of Denton County, Texas.

3.4 Limited Purpose Annexation of Commercial Property. The District and the City agree that the City may annex all or any portion of the Commercial Property for the limited purpose of collecting Sales and Use Tax Revenues within the Commercial Property pursuant to Subsection (k) of the Act. The District acknowledges that the City Council may adopt one or more limited purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings or other procedures are required by law in order to approve such limited purpose annexations. The City may annex for limited purposes any portion of the Commercial Property at any time after Owner, or any subsequent owner of the Commercial Property, submits a final plat for such property to the City.

3.5 Consent to Limited Purpose Annexation. The District, on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Commercial Property for limited purposes as provided in this Agreement. The District consents to such annexation and to the collection of Sales and Use Tax Revenues by the City within such Limited Purpose Property. Such consent shall bind the District and all current and future owners of land within the District.

ARTICLE IV TAXATION AND PROVISIONS OF SERVICES

4.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate of two percent (2%), or other rate allowed under future amendments to Chapter 321 of the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.2 Payment of Sales and Use Tax. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues paid to the City as reflected in sales tax reports provided by the Comptroller to the City to be used for any lawful purpose of the District. All amounts payable to the District are hereafter referred to as the "District Share." The City shall pay the District Share within thirty (30) days after the City receives the payment and the sales tax report reflecting such revenue from the Comptroller. Any payment of the District Share not made within such thirty (30) day period shall bear interest calculated in accordance with Section 2251.025 of the Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District

Share (the “City Share”). To the extent allowed by law, the City shall deliver to the District a condensed version of each monthly area sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Property within thirty (30) days of the City’s receipt of the sales tax report.

4.3 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Section 321.102 of the Tax Code, after the City Council annexes any portion of the Limited Purpose Property for limited purposes.

ARTICLE V

FULL PURPOSE ANNEXATION

5.1 Full Purpose Annexation and Conversion Date. In accordance with the provisions of Section 43.0751(f)(5) of the Act, the District consents to the full purpose annexation of the District by the City at any time on or after one hundred percent (100%) of the land in the District capable of being developed has been developed with water, sanitary sewer, and drainage facilities and roads (collectively, “Facilities”) and the District has issued its bonds to fully reimburse the developer of such Facilities to the fullest extent allowed under the then current rules of the Texas Commission on Environmental Quality. The City agrees not to annex the District for full municipal purposes prior to such time. At least sixty (60) days prior to the date the City intends to annex the District, the City shall provide the District with a written notice of intent to annex the District and the date planned for annexation, which date shall constitute the full purpose annexation conversion date under the Act. The City further agrees that the full purpose annexation of the District by the City is further subject to the limitations contained in the Development Agreement.

5.2 Assumption of District Duties. Prior to the full purpose annexation conversion date, the District remains authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District during the period preceding full-purpose annexation and conversion. The District agrees that beginning on the Effective Date and until the full purpose annexation conversion date, the District shall maintain all of its roadway, property and utility infrastructure in good condition and repair. Upon the full purpose annexation conversion date Sections 43.075(c) and (d) of the Act shall apply and, (i) the City shall succeed to the powers, duties, assets, and obligations of the District; and (ii) the City shall take over all the property and other assets of the District, assume all the debts, liabilities, and obligations of the District, and perform all the functions of the District. The City and the District agree to fully comply with all requirements in Section 43.075 of the Texas Local Government Code.

ARTICLE VI
TERM

This Agreement commences on the Effective Date and continues until the City annexes all of the Property for full purposes in accordance with the terms hereof. The provisions of this Agreement relating to the collection of sales and use tax will automatically terminate with regard to any portion of the Property upon disannexation or full purpose annexation of such property.

ARTICLE VII
BREACH, NOTICE AND REMEDIES

7.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that described the breach in reasonable detail.

7.2 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after receipt of Notice of the breach and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonable susceptible to cure by the breaching Party within such fourteen (14) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the breach within such fourteen (14) day period and diligently completes the cure within a reasonable time without unreasonable cessation.

7.3 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

ARTICLE VIII
ADDITIONAL PROVISIONS

8.1 Notices. All notices under this Agreement ("Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall become effective as follows: (a) on the third (3rd) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile; (b) on the day delivered by private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the

Notice is addressed, including, but not limited to, delivery in persona and delivery by regular mail. All Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Manager
City of Denton, Texas
215 E. McKinney St.
Denton, TX 76201

With a copy to:

Attn: City Attorney
City of Denton, Texas
215 E. McKinney St.
Denton, TX 76201

To the District: Legends Ranch Municipal Utility District
of Denton County
Attn: Mindy L. Koehne
Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254

8.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.3 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Denton County, Texas, and hereby submit to the jurisdiction of the courts of Denton County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

8.4 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices

required by the Open Meetings Act) and the individual executing this Agreement on behalf of the District has been authorized to do so.

8.5 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

8.6 Changes in State or Federal Law. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement and legally possible.

8.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts as the other Party may reasonably request to effectuate the terms of this Agreement.

8.8 Assignability, Successors and Assigns. This Agreement shall not be assignable by any Party without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

8.9 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of both the City and the District.

8.10 Interpretation. The Parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including, without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined

8.11 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District. Neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

8.12 Governmental Powers. By execution of this Agreement, neither the City nor the District waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

8.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A Legal Description and Map of Property

8.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF DENTON, TEXAS

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM

By: _____
City Attorney

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me, the undersigned notary, on the ____ day of _____, _____, by _____, Mayor, and _____, City Secretary, of the city of Denton, Texas, on behalf of said city.

Notary Public in and for the State of Texas

(NOTARY SEAL)

LEGENDS RANCH MUNICIPAL UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me, the undersigned notary, on the ____ day of _____, _____, by _____, _____ of the Board of Directors of Legends Ranch Municipal Utility District, on behalf of said district.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Exhibit A

BEING a tract of land located in the Thomas J. Egan Survey, Abstract No. 406, the M.E.P & P. RR. Co. Survey, Abstract No. 1470, the George Orr Survey, Abstract No. 985, the William Davis Survey, Abstract No. 374, and the Thomas Polk Survey, Abstract No. 998, City of Denton and City of Denton Extraterritorial Jurisdiction (E.T.J.), Denton County, Texas, part of a called 565.364 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 2019-146384 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of Thomas J. Egan Road (formerly Longhorn Drive), a 22.5 foot wide right-of-way dedication, according to the plat of Golden Hoof Ranchettes, an addition to Denton County, recorded in Volume 4, Page 8 of the Plat Records of Denton County, Texas (P.R.D.C.T.), at the northeast corner of a 10-foot wide right-of-way dedication according to the plat of Lot 1R1 and 1R2 of Golden Hoof Ranchettes, an addition to Denton County, recorded in Document No. 2015-319 P.R.D.C.T., for a northerly southeast corner of said 565.364 acre tract and an easterly southeast corner hereof;

THENCE North 83°08'15" West, with a northerly south line of said 565.364 acre tract, and the north line of said 10-foot right-of-way dedication, the north line of Lot 1R1 of said Lot 1R1 and 1R2 of Golden Hoof Ranchettes, and the north line of Lot 6, Block A of said Golden Hoof Ranchettes, a distance of 960.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the easterly right-of-way line of Golden Hoof Drive, a 60-foot right-of-way as dedicated according to the plat of said Golden Hoof Ranchettes, for the northwest corner of said Lot 6, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE South 0°26'45" West, with the easterly right-of-way line of said Golden Hoof Drive, the west line of said Lot 6, and an east line of said 565.364 acre tract, a distance of 417.42 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 6 and an interior corner of said 565.364 acre tract, at the beginning of a tangent curve to the left having a central angle of 5°53'02", a radius of 367.50 feet, a chord bearing and distance of South 2°29'46" East, 37.72 feet;

THENCE across said 565.364 acre tract the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 37.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

South 5°26'18" East, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 12°11'09", a radius of 432.50 feet, a chord bearing and distance of South 0°39'17" West, 91.81 feet,

In a southwesterly direction, with said curve to the right, an arc distance of 91.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

South 6°44'51" West, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,

South 38°15'09" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set on the northerly right-of-way line of U.S. Highway 380, for a southeast corner hereof;

THENCE North 83°15'09" West, along the northerly right-of-way line of said U.S. Highway 380, with the easterly south line of said 565.364 acre tract, a distance of 105.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the easterly southwest corner hereof;

THENCE departing the northerly right-of-way line of said U.S. Highway 380, across said 565.364 acre tract, the following courses and distances:

North 51°44'51" East, a distance of 28.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner,

North 6°44'51" East, a distance of 36.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 12°11'09", a radius of 367.50 feet, a chord bearing and distance of North 0°39'17" East, 78.01 feet,

In a northeasterly direction, with said curve to the left, an arc distance of 78.16 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 5°26'18" West, a distance of 100.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 5°53'02", a radius of 432.50 feet, a chord bearing and distance of North 2°29'46" West, 44.40 feet,

In a northwesterly direction, with said curve to the right, an arc distance of 44.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the end of said curve,

North 0°26'45" East, a distance of 142.96 feet to a point for an interior corner hereof,

North 83°20'39" West, a distance of 2051.52 feet to a point for an interior corner hereof,

South 6°44'41" West, a distance of 372.46 feet to a point on the northerly right-of-way line of said U.S. Highway 380, a southerly line of said 565.364 acre tract, for the westerly southeast corner hereof;

THENCE along the northerly right-of-way lines of said U.S. Highway 380, with southerly lines of said 565.364 acre tract, the following courses and distances:

North 83°15'19" West, a distance of 314.23 feet to an aluminum TxDOT right-of-way monument found for corner,

South 86°13'36" West, a distance of 355.99 feet to a 1/2-inch iron rod with cap stamped "RPLS 4561" found for corner,

North 83°15'09" West, a distance of 1703.98 feet to an aluminum TxDOT right-of-way monument found for the southeast corner of a called 30.470 acre tract of land described in the deed to Larry L. Bailey and spouse, Patricia L. Bailey, recorded in Volume 5409, Page 4755 of the Deed Records of Denton County, Texas (D.R.D.C.T.), the southerly

southwest corner of said 565.364 acre tract, and the southwesterly southwest corner hereof;

THENCE North 0°11'25" East, with the east line of said 30.470 acre tract and the southerly west line of said 565.364 acre tract, a distance of 1022.88 feet to a 2-inch pipe found in the south line of a called 43.92 acre tract described in the deed to Legends Ranch Development, LLC, recorded in Instrument No. 93-R0091889 O.R.D.C.T., for the northeast corner of said 30.470 acre tract, the southerly northwest corner of said 565.364 acre tract, and the southerly northwest corner hereof;

THENCE North 89°27'40" East, with the south line of said 43.92 acre tract and a southerly north line of said 565.364 acre tract, a distance of 1075.88 feet to a point on the approximate centerline of a creek, for the southeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE along the centerline of said creek, with easterly lines of said 43.92 acre tract, and westerly lines of said 565.364 acre tract, the following courses and distances:

North 54°19'43" West, a distance of 225.34 feet to a point for corner;

North 69°29'24" West, a distance of 449.26 feet to a point for corner;

North 17°39'04" West, a distance of 543.10 feet to a point for the northeast corner of said 43.92 acre tract, an interior corner of said 565.364 acre tract, and an interior corner hereof;

THENCE North 89°48'46" West, with the north line of said 43.92 acre tract and a northwesterly south line of said 565.364 acre tract, a distance of 2092.38 feet to a point within the margins of Nail Road, in the east line of a called 30.297 acre tract of land described in the deed to Brockland Properties, LLC, recorded in Instrument No. 2017-78184 O.R.D.C.T., for the northwest corner of said 43.92 acre tract, the northerly southwest corner of said 565.364 acre tract, and the northwesterly southwest corner hereof; a 1/2-inch iron rod found for reference on the east margin of said Nail Road bears South 89°48'46" East 18.00 feet from said point for corner;

THENCE North 0°13'42" East, within the margins of said Nail Road, with the east line of said 30.297 acre tract and the westernmost west line of said 565.364 acre tract, a distance of 631.58 feet to a 1/2-inch rod found in the southeasterly right-of-way line of Burlington Northern Railroad, on the northwest margin of said Nail Road, for the north corner of said 30.297 acre tract, a northwest corner of said 565.364 acre tract, and a northwest corner hereof;

THENCE North 28°40'26" East, with the southeast right-of-way line of said Burlington Northern Railroad, along the northwest margin of said Nail Road, with the Northwest line of said 565.364 acre tract, a distance of 1355.15 feet to a point within the margins of Jackson Road, for the westerly northwest corner of said 565.364 acre tract and the westerly northwest corner hereof;

THENCE North 89°32'55" East, within the margins of said Jackson Road, with the westerly north line of said 565.364 acre tract, the south line of a called 5.241 acre tract of land described in the deed to 2018 Stone Family Trust recorded in Instrument No. 2018-105715 O.R.D.C.T., and the southerly south line of said a called 298.204 acre tract of land described in the deed to McCart St, LLC, recorded in Instrument No. 2018-5215 O.R.D.C.T., a distance of 1746.66 feet

to a 1/2-inch iron rod found for the southerly southeast corner of said 298.204 acre tract, an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE North 0°57'04" East, continuing within the margins of said Jackson Road, with the southwesterly east line of said 298.204 acre tract, a northerly west line of said 565.364 acre tract, a distance of 138.90 feet to a 1/2-inch iron rod found for the southwest corner of a called 10.00 acre tract described in the deed to Russell Mark Sales and wife, Shelly Ann Sales, recorded in Instrument No. 93-R0030700 O.R.D.C.T., the northernmost northwest corner of said 565.364 acre tract and the northernmost northwest corner hereof;

THENCE North 89°14'20" East, continuing within the margins of said Jackson Road, with the south line of said 10.000 acre Sales tract, the south line of a called 10.00 acre tract of land described in the deed to Jimmy Lee Grozier recorded in Instrument No. 96-R0082430 O.R.D.C.T., and a north line of said 565.364 acre tract, a distance of 2597.71 feet to a 1/2-inch iron rod found for the southwest corner of a called 134 acre tract described in the deed to James T. Addington and wife, Carol L. Addington, recorded in Volume 611, Page 296 D.R.D.C.T., at an angle point in said north line of called 565.364 acre tract and an angle point in a north line hereof;

THENCE North 87°52'07" East, continuing within the margins of said Jackson Road, with a north line of said 565.364 acre tract, the south line of said 134 acre tract, the south line of Lot 1, Block A of Connolly Addition, an addition to Denton County, as shown on the plat recorded in Document No. 2017-51 P.R.D.C.T., and the south line of a called 10.035 acre tract described in the deed to Ira Sam Houston and wife, Helen Marie Houston, recorded in Volume 1239, Page 617 D.R.D.C.T., a distance of 2285.65 feet to a 1/2-inch iron rod found for the northwest corner of the right-of-way dedication at the intersection of Jackson Road and Thomas J. Egan Road according to the plat of Bent Rails Addition, an addition to the City of Denton E.T.J., recorded as Document No. 2020-57 P.R.D.C.T., the northeast corner of said 565.364 acre tract and the northeast corner hereof;

THENCE South 0°15'52" West, within the margins of said Thomas J. Egan Road, with the northerly east line of said 565.364 acre tract, the west line of the 32.5-foot right-of-way dedication for Thomas J. Egan Road according to the plat of said Bent Rails Addition, the west line of a called 5.134 acre tract of land described in the deed to Cesar Gonzalez Pegueros and wife, Gricelda Tovar-Galvan Gonzalez, recorded in Instrument No. 2013-62297 O.R.D.C.T., the west line of a called 175 acre tract of land described in the deed to Claude H. Smith recorded in Volume 362, Page 341 D.R.D.C.T., the west line of a variable width right-of-way dedication for Thomas J. Egan Road according to the plat of Moreno Addition, an addition to the City of Denton E.T.J., recorded in Document No. 2020-36 P.R.D.C.T., the west line of a called 30 acre tract described in the deed to Vickie Murdock recorded in Instrument No. 2004-80900 O.R.D.C.T., and the westerly west line of a called 5.000 acre tract described in the deed to Brandon Murdock recorded in Instrument No. 2017-55842 O.R.D.C.T., a distance of 3028.84 feet to a PK nail found at the northeast corner of the right-of-way dedication at the intersection of Tenderfoot Trail and said Thomas J. Egan Road (formerly Longhorn Drive) according to the plat of said Golden Hoof Ranchettes, for a northerly southeast corner of said 565.364 acre tract and a northerly southeast corner hereof;

THENCE North 83°08'15" West, with the northerly right-of-way dedication for said Tenderfoot Trail, and a northerly south line of said 565.364 acre tract, a distance of 19.54 feet to a 1/2-inch iron rod found for an interior corner of said 565.364 acre tract and an interior corner hereof;

THENCE South $0^{\circ}26'45''$ West, across said Tenderfoot Trail, with a southerly east line of said 565.364 acre tract, the east line of Block A of said Golden Hoof Ranchettes, the west right-of-way line of said Thomas J. Egan Road (formerly Longhorn Drive) a distance of 834.84 feet to the **POINT OF BEGINNING** and containing 542.536 acres of land, more or less.

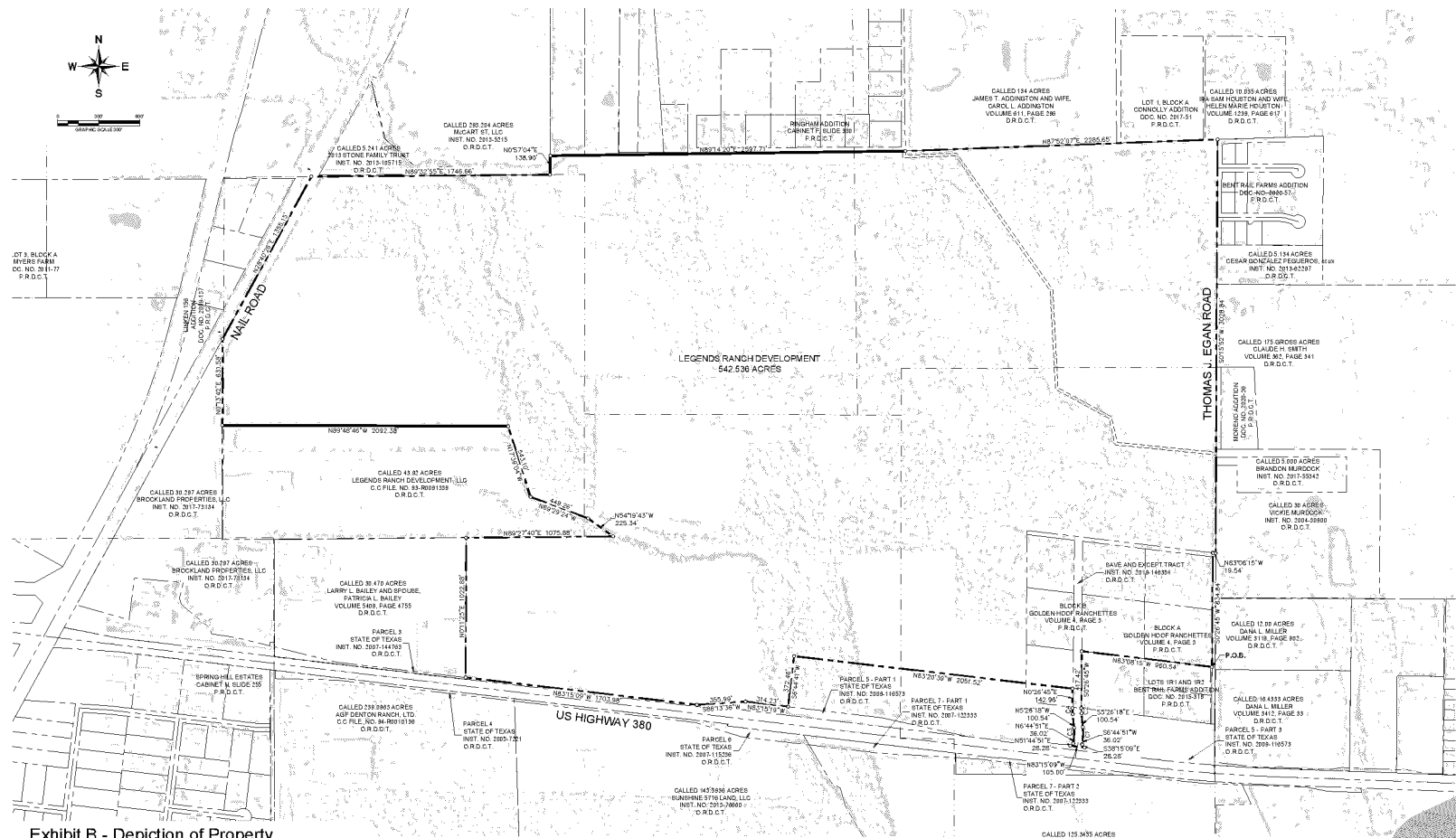


Exhibit B - Depiction of Property Legends Ranch

City of Denton - Division One ETJ, Texas
June 28, 2022



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	432.50'	91.88'	S27°31'17"W	91.81'	121°15'09"	45.17'
C2	367.50'	37.74'	S25°27'46"E	37.72'	5°53'02"	18.89'
C3	367.50'	78.16'	N0°39'17"E	78.01'	121°15'09"	39.23'
C4	432.50'	44.42'	N2°23'46"W	44.40'	5°53'02"	22.23'

Kimley»Horn

6160 Warren Parkway
Suite 210
Frisco, Texas 75034
972.355.5555
State of Texas Registration No. F-628
KIMLEY-HORN ENGINEERING, INC. IS AN EQUAL OPPORTUNITY EMPLOYER

EXHIBIT K

FIRE SERVICE AGREEMENT CONCERNING LEGENDS RANCH MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY

This Fire Service Agreement Concerning Denton County Municipal Utility District No. ____ (this “Fire Agreement”) is entered into by the City of Denton, Texas, a Texas Home Rule municipality (the “City”) and Legends Ranch Development, LLC, a Texas limited liability company (“Developer”). The Legends Ranch Municipal Utility District of Denton County, a municipal utility district created pursuant to Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code (the “District”), which District, after the District Confirmation Date, will become a party to this Fire Agreement as set forth below. The City, Developer, and the District are each a “Party” and collectively the “Parties” to this Agreement. This Fire Agreement shall become effective on _____, 20__ (the “Effective Date”).

ARTICLE I RECITALS

WHEREAS, Developer and City entered into that certain Development Agreement concerning Legends Ranch Municipal Utility District of Denton County, effective _____, 2022 (the “Development Agreement”); and

WHEREAS, the defined terms herein shall have the same meaning as provided in the Development Agreement, unless specifically provided otherwise herein; and

WHEREAS, since the effective date of the Development Agreement, Developer and the City have agreed that the City will provide the hereinafter defined Fire Protection Services to the Property; and

WHEREAS, since the effective date of the Development Agreement the Texas Commission on Environmental Quality (the “TCEQ”) has created the District, which encompasses all of the Property; and

WHEREAS, the Parties wish to provide the terms under which the City will provide the Fire Protection Services to the Property; and

WHEREAS, the Development Agreement contemplates this Fire Agreement being incorporated into and a part of the Development Agreement upon its execution; and

WHEREAS, this Fire Agreement is entered into pursuant to Texas Local Government Code Section 212.172 to set out the mutually agreeable terms and conditions relating to the City providing Fire Protection Services to the Property; and

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

1. The Development Agreement hereby incorporates the following:

ARTICLE IV **FIRE PROTECTION SERVICES**

Section 4.1. Definitions. In this Fire Agreement:

“Connection” means a single-family residential unit or its commercial equivalent that receives water supply from a District’s internal potable water distribution system. For purposes of this Fire Agreement, a Connection shall be considered to have been made at the time of physical attachment to the District’s internal water distribution lines, regardless of whether the customer is actually utilizing utility service at such time.

“Fire Tax” means that ad valorem tax levied by the District to pay for Fire Protection Services.

“Fire Protection Services” means all fire suppression and emergency medical/first responder and rescue services regularly provided by the City to persons and property located within the City, which shall also, by this Fire Agreement, be provided by the City to persons and property located within the Property, except for fire inspections of buildings and properties, code enforcement services, and arson investigations (which shall not be included in services provided to persons and property located within the Property).

Section 4.2. Applicability to the District.

(a) The District shall develop a fire plan in accordance with Section 49.351, Texas Water Code, and the rules of the TCEQ (the “Plan”), incorporating the terms of this Fire Agreement, and submit the Plan to the TCEQ for its approval. Upon TCEQ’s approval of the Plan, the District shall call an election and obtain voter approval of the Plan and this Fire Agreement (the “Fire Plan Election”). The Fire Plan Election shall include a request of voter authorization for the District to levy a tax not to exceed \$0.16 per \$100 assessed valuation solely to support Fire Protection Services (“Fire Tax”). The District will use its best efforts to cause this Fire Agreement and the Plan to be submitted to the TCEQ for approval and obtain voter approval of the Plan in accordance with the terms of this Fire Agreement.

(b) Other than the provisions of Section 4.2(a) which are effective as to the District upon the Effective Date, this Fire Agreement will take effect as to the District at such time as the District has held and declared the results of a successful Fire Plan Election, including the approval of the Fire Tax. The District shall notify the City of the successful Fire Plan Election within fourteen (14) days after canvassing such election.

Section 4.3. Fire Protection Services.

(a) The City has an existing fire station located within the corporate limits of the City and described in the attached Exhibit “A” (“City Fire Station”). The City will respond to calls for Fire Protection Services from the City Fire Station or, at the City’s sole discretion, other fire stations owned and operated by the City. The City shall staff the City Fire Station with trucks, equipment and necessary personnel to provide the Fire Protection Services twenty-four (24) hours per day, seven (7) days per week. In providing Fire Protection Services to residents and property located in the District, the City shall be solely responsible for the operation and maintenance of the City Fire Station and equipment and staffing.

(b) The Parties acknowledge that in providing Fire Protection Services to the residents and property in the District, the City will use the fire hydrants, connections, and water distribution system located within the District (“Water Distribution System”), but the City shall not be responsible for providing for, constructing, inspecting, maintaining, or repairing any part of the Water Distribution System, and the City shall not be liable to the District, Developer or any District occupant, resident or property owner for any deficiency or malfunction of the Water Distribution System or harm caused by such deficiency or malfunction.

(c) During the term of this Fire Agreement, the City will provide Fire Protection Services to persons, buildings, and property located within the District, including, any land that is added to the District via annexation (“Annexation Area”), upon notification to the City of final District action annexing any land and the payment for Fire Protection Services for such land in accordance with this Fire Agreement. The City will provide Fire Protection Services to residents and property in the District in the same manner and with the same standard of care as it would to those residences and structures located in other areas of City coverage.

(d) The Parties acknowledge that the City must also respond to requests for Fire Protection Services in other areas outside the District and that the City may now, or in the future, have contracts to provide Fire Protection Services to other entities. In providing Fire Protection Services to the District, the City will follow its adopted standard operating procedures, subject to its sole discretion, without being in breach of this Fire Agreement and without liability to the District or its occupants, residents, or property owners, to determine: (1) whether Fire Protection Services are needed in a particular case; (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services; (3) the order in which to respond to requests for Fire Protection Services; (4) the time in which to respond to a request for Fire Protection Services; or (5) whether to respond to a request for Fire Protection Services from the City Fire Station or another fire station owned and operated by the City.

(e) The District and City assume no responsibility for the reliability, promptness, or response time of the City. The District's sole obligation for provision of Fire Protection Services to its residents is to make payments as described below.

(f) It is understood and acknowledged, that, because of the distance between the City’s Fire Station and the District, response times to calls within the District may be longer than response times to locations within the City’s corporate limits, unless and until the City constructs a fire station closer to, or within the Fire Protection Services Area (hereinafter defined), and that the City

shall not be in default of this Fire Agreement resulting from such difference in response times of ISO fire insurance rates.

(g) City shall maintain records of response to emergency calls, including, but not limited to date, time, location of emergency, type of emergency, time to response and results. City agrees to provide a report to the District, containing the foregoing information for a period not exceeding twelve (12) months not later than thirty (30) days after receipt of a written request in accordance with the Texas Open Records Act, Tex. Gov. Code Chapter 552. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered to the District as soon as reasonably feasible. It is understood and acknowledge that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy, or if such data or information is confidential by law.

Section 4.4. Personnel.

(a) The City shall provide all required personnel who meet, at least, minimum state qualifications to perform the Fire Protection Services required by this Fire Agreement. The City shall be responsible for the salaries and benefits of the personnel providing the Fire Protection Services. The District assumes no responsibility for the actions of the City's personnel in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the selection, sufficiency, or qualifications of the City's personnel.

(b) City shall be responsible for providing all general and personal liability coverage necessary for the adequate protection of City employees or volunteers providing Fire Protection Services at the same level of protection afforded officers and employees while performing the same or similar duties in City's corporate limits.

Section 4.5. Payment for Fire Protection Services.

(a) In consideration of the City providing Fire Protection Services, the District agrees to make the payments specified in subsections 4.5(b) – (f) to the City. The payments hereunder shall be mailed or delivered to the City at:

City of Denton, Finance Department
215 E McKinney St.
Denton, TX 76210

(b) Within six (6) months after the Effective Date of this Fire Agreement, the District shall pay to the City a one-time fee of \$300,000. The District shall pay an additional fee to the City equal to \$550 per acre for any land annexed into the District after the Effective Date.

(c) Within six (6) months after the Effective Date of this Fire Agreement, the District shall pay to the City a one-time fee of \$250,000, to be held in escrow, for capital costs associated with a future City fire station to be located at the City airport to provide service to the District.

(d) During each year that the District levies an ad valorem tax, the District agrees to levy and collect the Fire Tax against all taxable property located within the District (as of January 1 of such tax year) in the amount of \$0.16 per \$100 assessed valuation and to transfer to the City all of the collected Fire Tax with the first payment due by March 31, following the first year such tax is levied by the District. The District agrees to pay the City any subsequently collected Fire Tax received after March 15th of the applicable year during each subsequent calendar quarter. The District agrees to provide annual tax collection reports or customer collection reports to the City, upon written request by the City. Such contract tax will expire upon the annexation of the Property into the City's corporate limits.

(e) At the issuance of each single-family residential building permit within the Property, the District shall collect and pay to the City a "Fire Protection Facilities Capital Fee" equal to \$550. The District shall only be required to collect and pay one Fire Protection Services Capital Fee for each developed lot.

(f) At the issuance of each multi-family residential building permit within the Property, the District shall collect and pay to the City a "Fire Protection Facilities Capital Fee" equal to \$250 for each separate residential unit within the building.

(g) Each of the fees collected in accordance with subsections 4.5(e) – (f) shall be paid to the City at the time of issuance of the building permit. The District may fund the payments described in subsection (c) through any legally available funds of the District, including adopting and enforcing a mandatory fee for firefighting services, as authorized by Sections 49.212 and 49.351, Texas Water Code, as amended; provided, however, if the District elects to fund the annual payments through a mandatory fee, the District agrees that such payments to the City shall be reflective of an amount that would have been collected if the District implemented the Fire Tax.

(h) The City agrees to use the monies paid to the City pursuant to subsections 4.5(b) - (c) solely to fund Fire Protection Services, including, but not limited to, providing personnel, equipment and a fire station. The City agrees to receive the "Fire Protection Facilities Capital Fees" paid pursuant to subsections (e) – (f) above and deposit them in a separate account to be used solely to build a fire station located within the Property reflected on the attached Exhibit "B" or otherwise within the Fire Protection Services Area.

Section 4.6. Cost Sharing with Other Developments in the City Fire Protection Services Area.

The City agrees to work in good faith with Denton County and the District to require other developments ("New Participant") located in the area described in Exhibit "C" ("Fire Protection Services Area") to contribute proportionately to the costs of providing Fire Protection Services, including personnel, equipment and construction of a fire station located closer to the District. The City agrees to use its good faith efforts to require the New Participant to pay its pro-rata share of

all such costs based upon the number of lots to be developed in such project. If the City is providing Fire Protection Services to other developments within the Fire Protection Services Area, so that the costs being paid by the District are also being funded by others receiving Fire Protection Services from the City, the City agrees to renegotiate in good faith a decrease in the amount of any payments due by the District pursuant to Section 4.5 so that the costs of the Fire Protection Services and Fire Protection Facilities Capital Fees are spread pro-rata over the parties receiving such service.

Section 4.7. Dedication of Land and Construction of Fire Station in the Fire Station Services Area.

(a) Owner and District agree to dedicate two and one half (2.5) acres of land located in the southeast corner of the District and described in Attachment “B” (the “Fire Station Site”) at no cost to the City for the City to construct a future fire station.

(b) If the City determines, in its sole discretion, that additional facilities are required in order to provide the Fire Protection Services to the District at the same standard as it would to other areas of City coverage, the City may construct of a fire station within the Fire Protection Services Area. The City will construct a future City fire station to be located on the Fire Station Site within the District at such time that the call volume and response times are determined to be outside the industry standards by the City’s Fire Department. The City will work in good faith to begin design of a fire station upon the 1,000th Connection within the District, but failure to commence the design by such date does not constitute a breach of this Fire Agreement. The City will work in good faith to begin construction of a fire station upon the 1,200th Connection within the District, but failure to commence the construction by such date does not constitute a breach of this Fire Agreement. Upon completion of said fire station, it will be defined as a City Fire Station for the purposes of this Fire Agreement. The City shall own the fire station and all equipment, land, furniture, fixtures, equipment, fire apparatus, and vehicles related thereto.

(c)

Section 4.8. Term of City Obligation to Provide Fire Protection Services.

The initial term of the provisions of this Fire Agreement shall begin on the Effective Date of this Fire Agreement and continue for successive five (5) year terms, unless the City or the District terminates the Fire Agreement upon no less than two (2) years advance notice to the other. In the event either the District or the City timely exercises its right to terminate hereunder prior to the City beginning design and construction of a fire station in the Fire Protection Services Area, all unexpended monies then held by the City as Fire Protection Service Capital Fees shall be returned to the District. At such time as the City initiates design or construction of a fire station in the Fire Protection Services Area, the term of this Fire Agreement shall extend thirty (30) years from the date of the initiation of such construction project and then continue for successive five (5) year terms unless terminated by the District or City upon two (2) years advance notice.

2. Except as specifically provided herein, all provisions of the Development Agreement shall remain in effect.

IN WITNESS WHEREOF, each Party has caused this Fire Agreement to be executed by its undersigned duly authorized representative.

ATTEST:
ROSA RIOS, CITY SECRETARY

CITY OF DENTON

By: _____

By: _____

Name: Sara Hensley

Title: City Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2022 by Sara Hensley, City Manager of the City of Denton, Texas on behalf of said city.

Notary Public, State of Texas

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

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

SIGNATURE

PRINTED NAME

TITLE

DEPARTMENT

LEGENDS RANCH DEVELOPMENT, LLC
a Texas limited liability company

By: _____
Name: _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2022, by
_____, _____ of Legends Ranch Development, LLC, a Texas limited
liability company and on behalf of said company.

Notary Public, State of Texas

Following the District Confirmation Date, the District has executed this Fire Agreement.

LEGENDS RANCH MUNICIPAL UTILITY
DISTRICT OF DENTON COUNTY

By: _____
President, Board of Directors
Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me, on the ____ day of _____, 20____,
by _____, President of the Board of Directors of Legends Ranch Municipal
Utility District of Denton County, on behalf of said District.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

[SEAL]

EXHIBIT “A”
“CITY FIRE STATION”

FIRE STATION #9

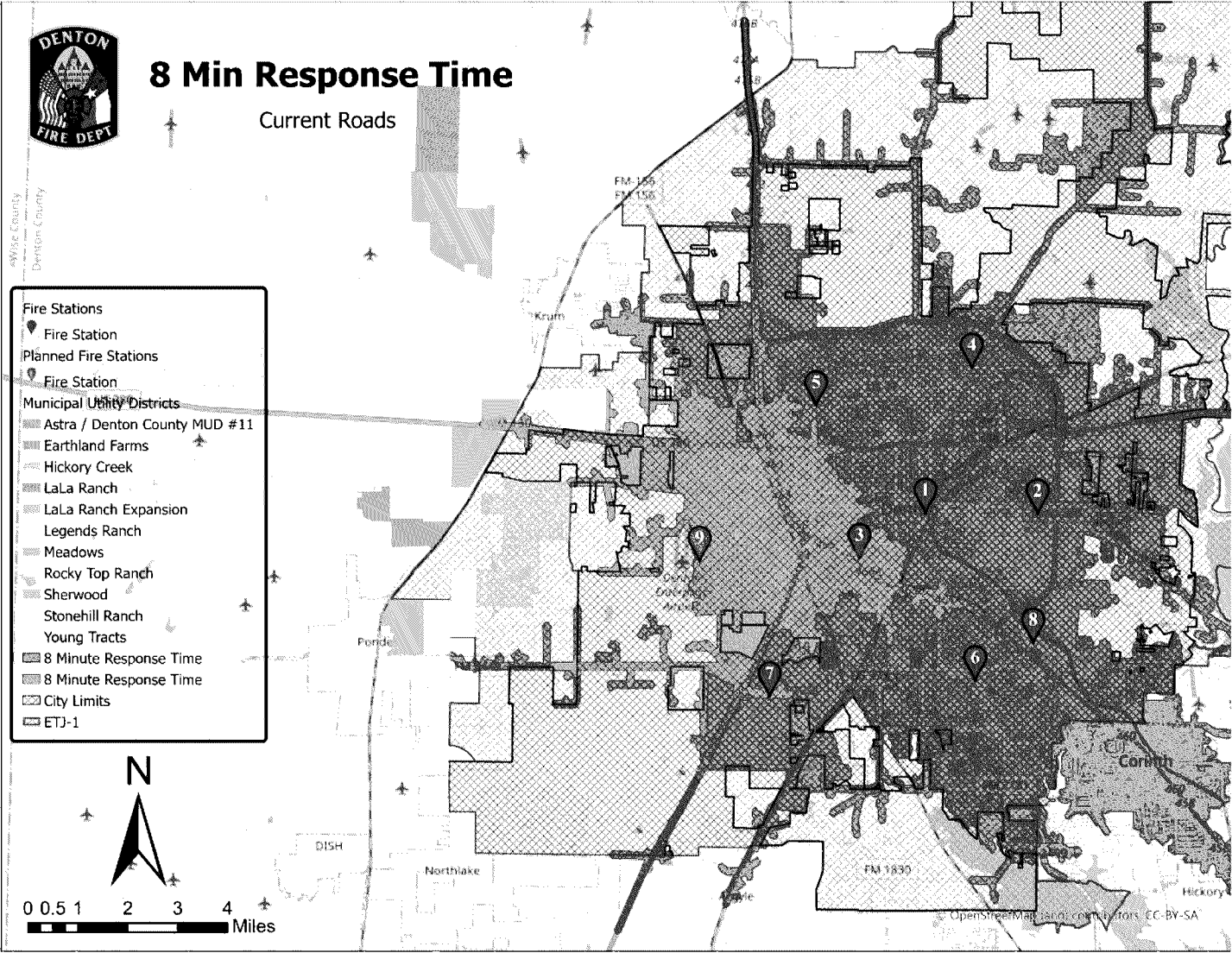
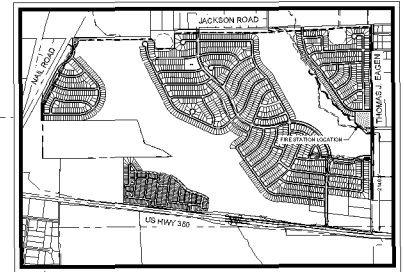
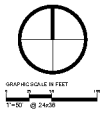
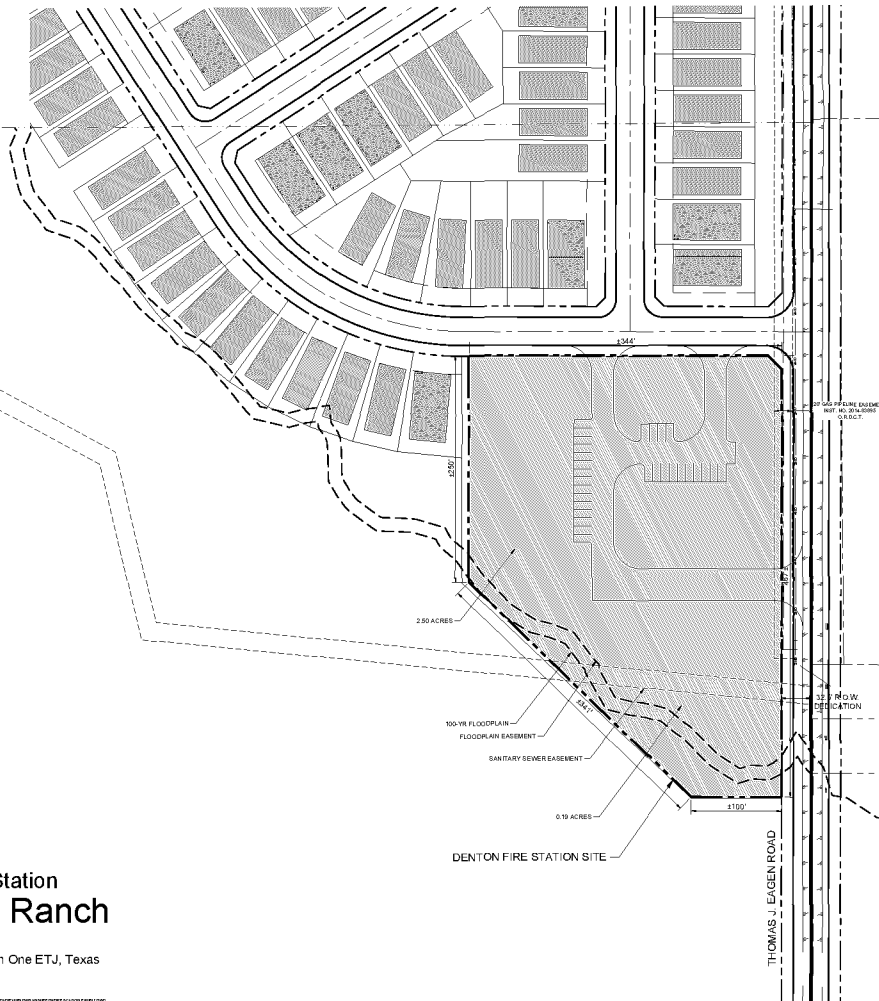


EXHIBIT “B”
“AREA WITHIN WHICH NEW FIRE STATION WILL BE BUILT”

{Legal Description to be inserted}



VICINITY MAP
1" = 1000'



GROSS AREA: ±3.19 ACRES
NET AREA: ±2.69 ACRES

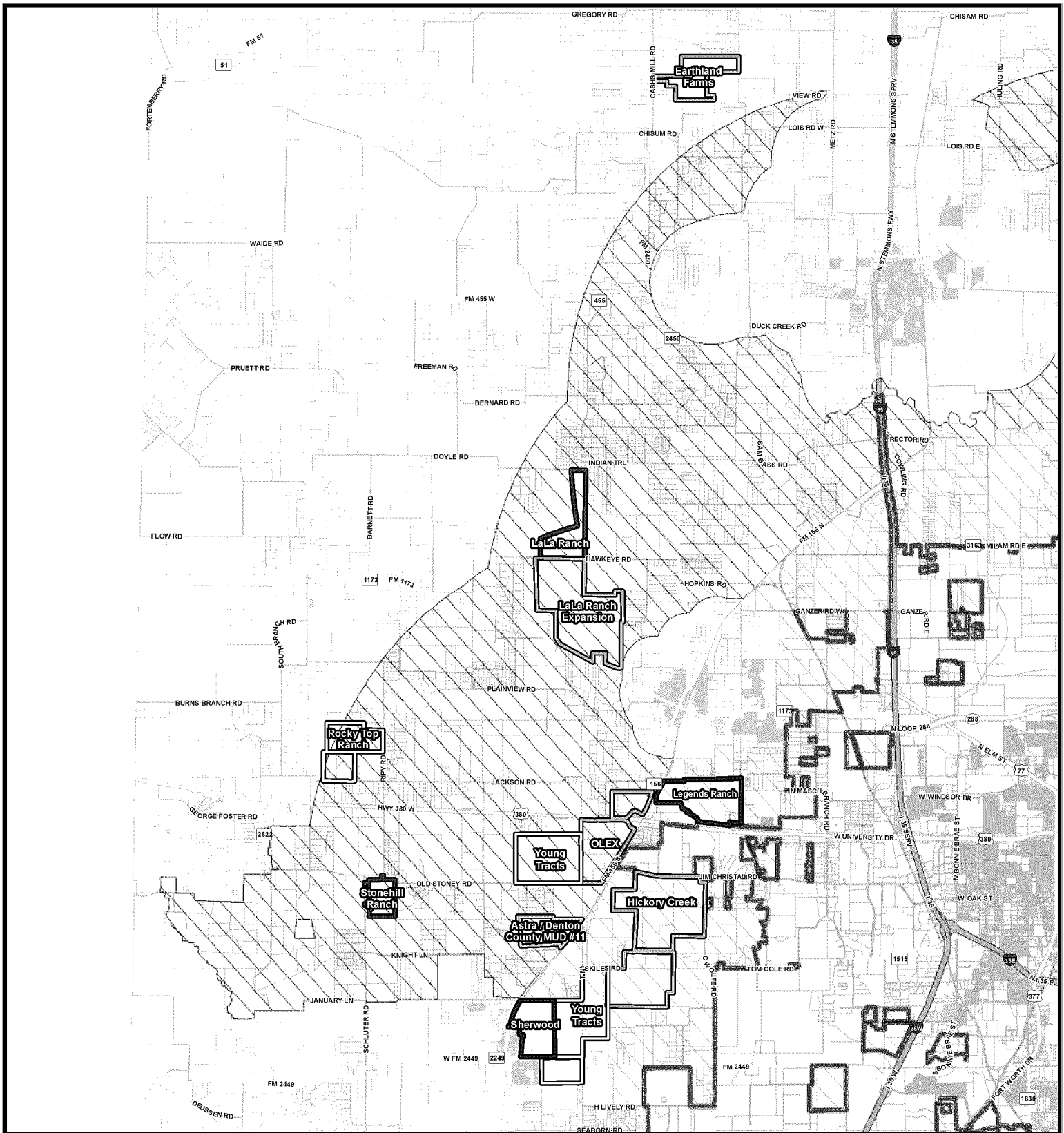
Exhibit B Denton Fire Station Legends Ranch

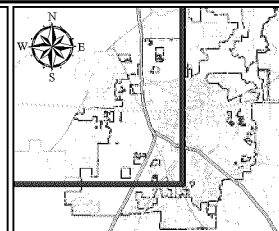
City of Denton - Division One ETJ, Texas
June 28, 2022

Kimley»Horn
6160 Glenview Parkway
Suite 210
Frisco, Texas 75034
972.395.3090
State of Texas Registration No. F-528
KIMLEY-HORN ENGINEERING, INC.

EXHIBIT “C”
“CITY FIRE PROTECTION SERVICES AREA”

Municipal Utility Districts (MUDs)

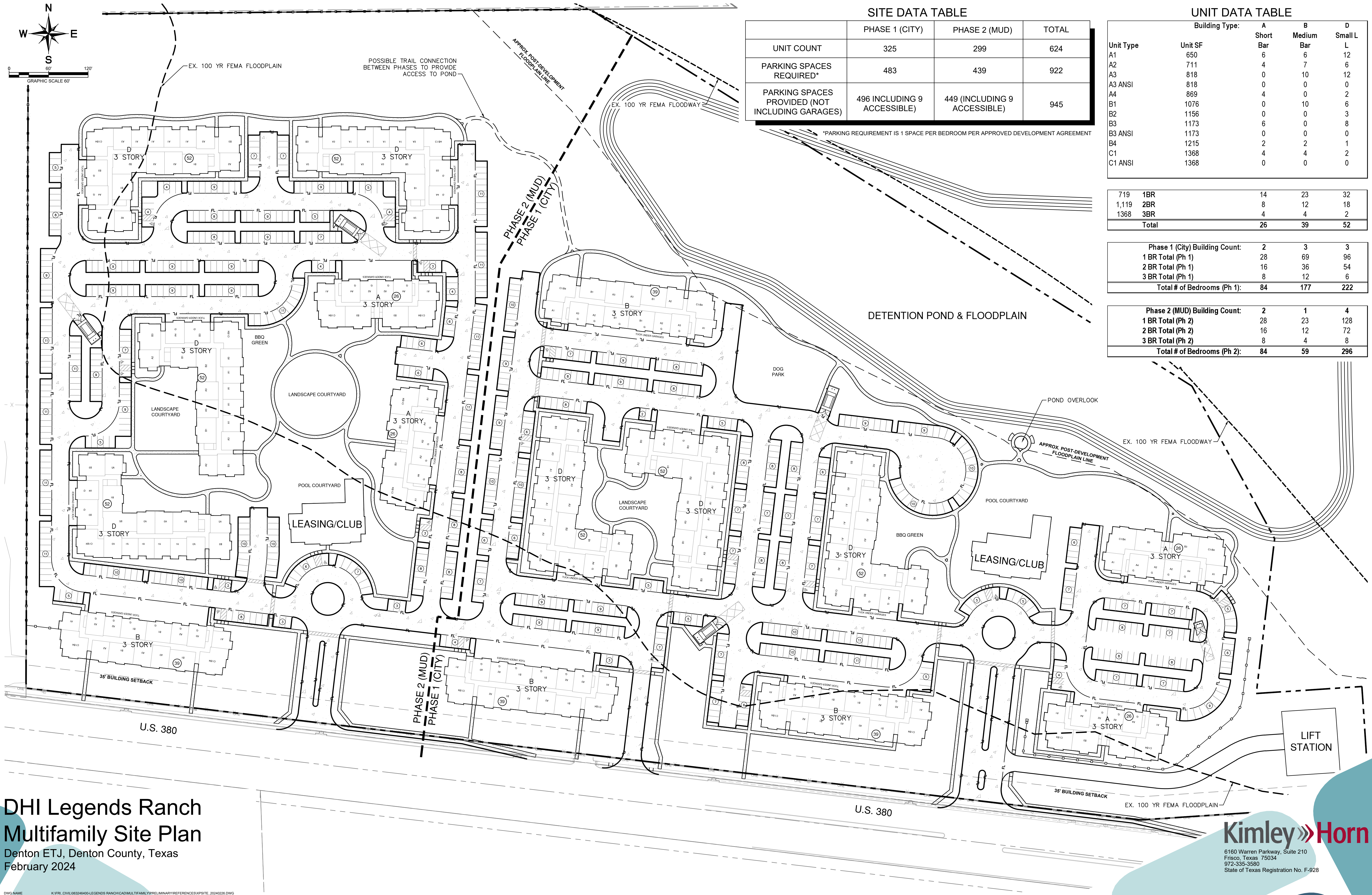




0 0.5 1 2 Miles

CITY OF DENTON
Development Services • GIS

Date: 7/7/2021



SITE DATA TABLE

	PHASE 1 (CITY)	PHASE 2 (MUD)	TOTAL
UNIT COUNT	325	299	624
PARKING SPACES REQUIRED*	483	439	922
PARKING SPACES PROVIDED (NOT INCLUDING GARAGES)	496 INCLUDING 9 ACCESSIBLE	449 (INCLUDING 9 ACCESSIBLE)	945

*PARKING REQUIREMENT IS 1 SPACE PER BEDROOM PER APPROVED DEVELOPMENT AGREEMENT

UNIT DATA TABLE

Building Type:		A	B	D
Unit Type	Unit SF	Short Bar	Medium Bar	Small L
A1	650	6	6	12
A2	711	4	7	6
A3	818	0	10	12
A3 ANSI	818	0	0	0
A4	869	4	0	2
B1	1076	0	10	6
B2	1156	0	0	3
B3	1173	6	0	8
B3 ANSI	1173	0	0	0
B4	1215	2	2	1
C1	1368	4	4	2
C1 ANSI	1368	0	0	0

719	1BR	14	23	32
1,119	2BR	8	12	18
1368	3BR	4	4	2
Total		26	39	52

Phase 1 (City) Building Count:		2	3	3
1 BR Total (Ph 1)		28	69	96
2 BR Total (Ph 1)		16	36	54
3 BR Total (Ph 1)		8	12	6
Total # of Bedrooms (Ph 1):		84	177	222

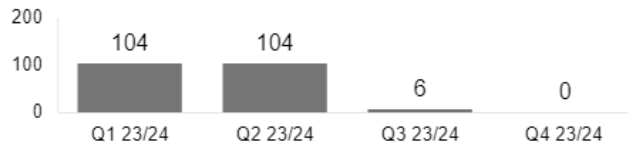
Phase 2 (MUD) Building Count:		2	1	4
1 BR Total (Ph 2)		28	23	128
2 BR Total (Ph 2)		16	12	72
3 BR Total (Ph 2)		8	4	8
Total # of Bedrooms (Ph 2):		84	59	296

DHI Legends Ranch
Multifamily Site Plan
Denton ETJ, Denton County, Texas
February 2024

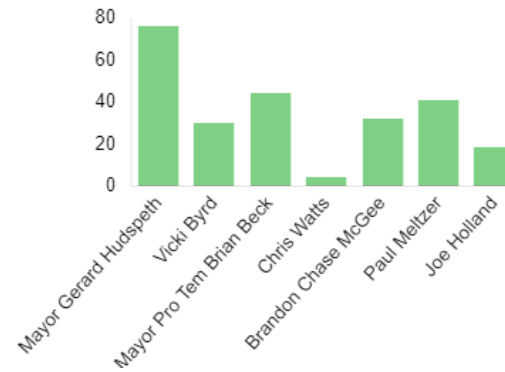
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

FY 23/24 Council Requests

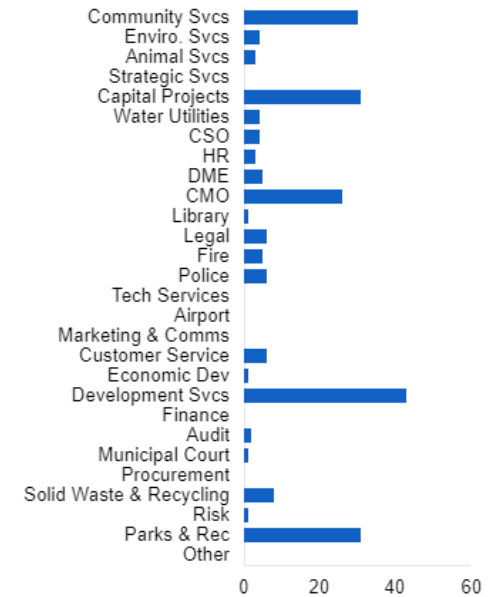
Number of Requests Per Quarter



Total Requests Made by Council Member



Requests by Department



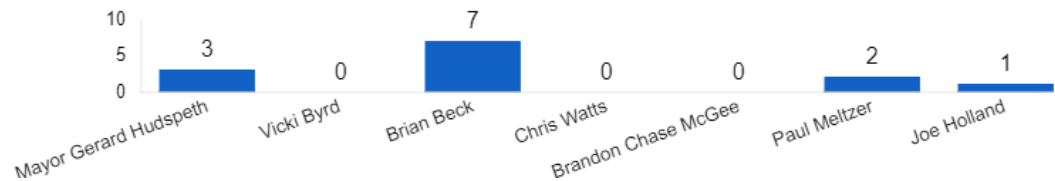
Please Note: the total number of requests per council member or department may not match, as several council members and/ or departments may be associated with a single request.

Council Requests

13



Number of Pending Requests by Council Member



Friday Report - Council Requests

	Summary of Request	Council Member Requestor	Date Received	Staff Assigned	Department	Comments	Status
1	Request confirmation that the Fry Street Fair has an approved street closure plan	Council Member Meltzer	04/04/24	Farhan Butt	Development Services	Referred to staff.	
2	Request to contact resident regarding developer working hours and noise ordinance violation.	Mayor Pro Tem Beck	04/04/24	Scott McDonald	Development Services	Referred to staff.	
3	Shared resident's concern regarding a neighbor attempting to develop a community/group home without a proper permit.	Mayor Pro Tem Beck	04/04/24	Danielle Shaw, Scott McDonald	Community Services Development Services	Referred to staff.	
4	Sharing inquiry from nonprofit organization regarding funds available for transitional housing rental deposits..	Mayor Pro Tem Beck	04/04/24	Danielle Shaw	Community Services	Staff will coordinate with the nonprofit and refer to anything the client might be eligible for.	
5	Request for information regarding spraying for pests at Nette Shultz	Mayor Pro Tem Beck	04/02/24	Gary Packan	Parks	Staff confirmed that they did not spray for pests at Nette Schultz	
6	Inquiry regarding recycling corrugated plastic signs and styrofoam.	Council Member Holland	04/01/24	Brian Boerner	Solid Waste	Information will be included in the April 5 Friday Report.	
7	Request for staff to contact resident regarding homelessness near Denton Rail bike trail.	Mayor Hudspeth	03/29/24	Bryan Cose	Police	HOT team is working to address the encampments.	
8	Request to update resident on status of police report.	Mayor Hudspeth	03/29/24	Bryan Cose	Police	Report was made inactive after investigative leads were exhausted. Staff will update resident.	
9	Sharing feedback from resident regarding Windsor extension.	Mayor Pro Tem Beck	03/29/24	Scott McDonald	Development Services	Staff will postpone the item and plan meetings to provide additional education and information to the public.	
10	Request for an update on the DeBerry Funeral Home Addition Zoning Compliance Plan	Mayor Hudspeth	03/27/24	Scott McDonald	Development Services	Response provided to Mayor Hudspeth directly.	
11	Request for information on DME environmental sustainability grants	Mayor Pro Tem Beck	03/27/24	Michael Gange	Environmental Services	DME is ineligible for the listed grants, response provided to MPT.	
12	Reporting potential noise and trash violations from nearby venue, 1700 block of Riney Rd.	Mayor Pro Tem Beck	03/26/24	Jesse Kent	CMO	Staff is working with residents and the venue to reach a compromise solution.	
13	Two-minute Pitch: CBO fast track approval process	Council Member Meltzer	03/29/24	Scott McDonald	Development Services	Scheduled for April 16 City Council meeting.	



City of Denton

Meeting Calendar

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

Criteria : Begin Date: 4/1/2024, End Date: 6/30/2024

Date	Time	Meeting Body	Meeting Location
<u>April 2024</u>			
4/1/2024	5:30 PM	Board of Ethics	Cancelled
4/1/2024	6:00 PM	Parks, Recreation and Beautification Board	Civic Center Community Room
4/2/2024	11:00 AM	City Council	Development Service Center
4/2/2024	2:00 PM	City Council	Council Work Session Room & Council Chambers
4/3/2024	2:00 PM	City Council	Council Work Session Room & Council Chambers
4/4/2024	8:00 AM	Agenda Committee	CANCELLED
4/4/2024	8:30 AM	Economic Development Partnership Board	Development Service Center
4/4/2024	4:00 PM	Public Art Committee	Civic Center Community Room
4/8/2024	9:00 AM	Public Utilities Board	Council Work Session Room
4/8/2024	5:30 PM	Historic Landmark Commission	CANCELLED
4/8/2024	5:30 PM	Library Board	South Branch Library
4/10/2024	11:00 AM	Economic Development Partnership Board	Development Service Center
4/10/2024	3:00 PM	Airport Advisory Board	CANCELLED
4/10/2024	5:30 PM	Planning and Zoning Commission	Council Work Session Room & Council Chambers
4/11/2024	3:00 PM	Committee on Persons with Disabilities	Development Service Center
4/11/2024	3:00 PM	Health & Building Standards Commission	Development Service Center
4/12/2024	12:00 PM	Community Services Advisory Committee	Development Service Center
4/16/2024	2:00 PM	City Council	Council Work Session Room & Council Chambers
4/22/2024	9:00 AM	Public Utilities Board	Council Work Session Room
4/22/2024	5:30 PM	Historic Landmark Commission	Development Service Center

Meeting Calendar continued...

Date	Time	Meeting Body	Meeting Location
4/22/2024	5:30 PM	Zoning Board of Adjustment	Development Service Center
4/24/2024	10:00 AM	Mobility Committee	Council Work Session Room
4/24/2024	5:00 PM	Planning and Zoning Commission	Council Work Session Room & Council Chambers
4/26/2024	1:00 PM	Sustainability Framework Advisory Committee	Council Work Session Room
4/29/2024	5:30 PM	Internal Audit Advisory Committee	Council Work Session Room

May 2024

5/2/2024	8:00 AM	Agenda Committee	Council Work Session Room
5/2/2024	8:30 AM	Economic Development Partnership Board	Development Service Center
5/3/2024	1:00 PM	Bond Oversight Committee	Development Service Center
5/6/2024	9:00 AM	Public Utilities Board	Council Work Session Room
5/6/2024	6:00 PM	Parks, Recreation and Beautification Board	Civic Center Community Room
5/7/2024	2:00 PM	City Council	Council Work Session Room & Council Chambers
5/8/2024	10:00 AM	Animal Shelter Advisory Committee	Animal Services Training Room
5/8/2024	11:00 AM	Economic Development Partnership Board	Development Service Center
5/8/2024	3:00 PM	Airport Advisory Board	Airport Terminal Meeting Room
5/9/2024	3:00 PM	Health & Building Standards Commission	Development Service Center
5/10/2024	12:00 PM	Community Services Advisory Committee	Development Service Center
5/13/2024	5:30 PM	Historic Landmark Commission	Development Service Center
5/13/2024	5:30 PM	Library Board	Emily Fowler Central Library
5/14/2024	12:30 PM	City Council	Council Work Session Room & Council Chambers
5/15/2024	5:00 PM	Planning and Zoning Commission	Council Work Session Room & Council Chambers
5/16/2024	3:00 PM	Committee on Persons with Disabilities	Development Service Center
5/20/2024	5:30 PM	Zoning Board of Adjustment	Development Service Center
5/21/2024	2:00 PM	City Council	Council Work Session Room & Council Chambers

Meeting Calendar continued...

Date	Time	Meeting Body	Meeting Location
5/24/2024	1:00 PM	Sustainability Framework Advisory Committee	Council Work Session Room
5/29/2024	10:00 AM	Mobility Committee	Council Work Session Room
5/29/2024	5:00 PM	Planning and Zoning Commission	Council Work Session Room & Council Chambers

June 2024

6/3/2024	5:30 PM	Board of Ethics	Council Work Session Room
6/3/2024	6:00 PM	Parks, Recreation and Beautification Board	Civic Center Community Room
6/4/2024	2:00 PM	City Council	Council Work Session Room & Council Chambers
6/6/2024	8:00 AM	Agenda Committee	Council Work Session Room
6/6/2024	8:30 AM	Economic Development Partnership Board	Development Service Center
6/10/2024	5:30 PM	Historic Landmark Commission	Development Service Center
6/10/2024	5:30 PM	Library Board	North Branch Library, AMP Room
6/12/2024	11:00 AM	Economic Development Partnership Board	Development Service Center
6/12/2024	3:00 PM	Airport Advisory Board	Airport Terminal Meeting Room
6/12/2024	5:00 PM	Planning and Zoning Commission	Council Work Session Room & Council Chambers
6/13/2024	3:00 PM	Health & Building Standards Commission	Development Service Center
6/14/2024	12:00 PM	Community Services Advisory Committee	Development Service Center
6/18/2024		Public Utilities Board	Council Work Session Room
6/24/2024	5:30 PM	Zoning Board of Adjustment	Development Service Center
6/26/2024	10:00 AM	Mobility Committee	Council Work Session Room
6/26/2024	5:00 PM	Planning and Zoning Commission	Council Work Session Room & Council Chambers
6/28/2024	1:00 PM	Sustainability Framework Advisory Committee	Council Work Session Room

Tentative Work Session Topics and Meeting Information Updated: April 5, 2024					
Meeting Date	Item	Legistar ID	Departments Involved	Type	Estimated Time
April 16 Work Session (@2:00 p.m.) Regular Meeting (@6:30 p.m.)	A. Franchise Fees Audit	23-2457	Internal Audit	City Business	0:30
	B. Charter Election Discussion	24-112	City Manager's Office	Council Request	0:45
	C. HOAs and AC (23-224)	24-295	Community Services	Council Request	0:45
	D. Hunter Ranch	24-710	City Manager's Office	City Business	1:00
	E. Two Minute Pitch: Meltzer	24-082	City Manager's Office	Council Request	0:30
	Closed Meeting Item(s):		Legal (if any)	City Business	0:30
				Total Est. Time:	4:00
Other Major Items for Meeting:					
May 7 Work Session (@2:00 p.m.) Regular Meeting (@6:30 p.m.)	A. Charter Election Discussion - Municipal Judge	24-809	Municipal Court	City Business	0:45
	B. Council Vote Record	24-810	City Manager's Office	Council Request	0:30
	C. Two Minute Pitch:	24-083	City Manager's Office	Council Request	0:30
				Total Est. Time:	1:45
Other Major Items for Meeting:					
May 14 Canvassing of Election Results Special Called (@12:30 p.m.)	Canvass of May 4 General and Special Election Returns, Oaths/Statement of Office, Certificate of Election, Proclamations of Appreciation				
May 21 Work Session (@2:00 p.m.) Regular Meeting (@6:30 p.m.)	A. Community Housing Initiatives Audit	23-2458	Internal Audit	City Business	0:30
	B. Charter Election Discussion	24-113	City Manager's Office	Council Request	0:45
	C. Affordable Housing Strategic Toolkit	24-287	Community Development	City Business	0:45
	D. Two Minute Pitch:	24-084	City Manager's Office	Council Request	0:30
	Closed Meeting Item(s):		Legal (if any)	City Business	0:30
				Total Est. Time:	3:00
	Other Major Items for Meeting:				
June 4 Work Session (@2:00 p.m.) Regular Meeting (@6:30 p.m.)	A. Electric Systems Operations : Phase 1 Audit	23-2459	Internal Audit	City Business	0:30
	B. Board of Ethics Update	TBD	Internal Audit	City Business	TBD
	C. Design Criteria Manual Updates	23-1855	Engineering	Council Request	0:30
	D. Two Minute Pitch:	24-084	City Manager's Office	Council Request	0:30
	Closed Meeting Item(s):		Legal (if any)	City Business	0:30
				Total Est. Time:	2:00
Other Major Items for Meeting:					
June 18 Work Session (@2:00 p.m.) Regular Meeting (@6:30 p.m.)	A. Electric Systems Operations: Phase 2 Audit	23-2460	Internal Audit	City Business	0:30
	B. Ad Valorem Rates and General Fund Forecast	24-239	Finance	City Business	TBD
	C. Two Minute Pitch:	24-084	City Manager's Office	Council Request	0:30
	Closed Meeting Item(s):		Legal (if any)	City Business	0:30
				Total Est. Time:	1:30
Other Major Items for Meeting:					
June 21 City Council Retreat - Day 1	City Council Retreat - Day 1	TBD	City Manager's Office	City Business	TBD
June 22 City Council Retreat - Day 2	City Council Retreat - Day 2	TBD	City Manager's Office	City Business	TBD
July 16 Work Session (@2:00 p.m.) Regular Meeting (@6:30 p.m.)	A. Fiscal Year 2024-25 preliminary Capital Improvement Program.	24-225	Finance	City Business	0:30
	B. Water and Wastewater Impact Fee Study Update	24-020	Water Utilities	City Business	1:00
	C. Two Minute Pitch:	24-084	City Manager's Office	Council Request	0:30
	Closed Meeting Item(s):		Legal (if any)	City Business	0:30
				Total Est. Time:	2:30
Other Major Items for Meeting:					
July 23 Work Session (@2:00 p.m.) Special Called Meeting (@6:30 p.m.)	A. Audit of Vendor Management	24-249	Internal Audit	City Business	0:30
	B. Fiscal Year 2024-25 preliminary utility budgets and rates for Solid Waste, Water, Wastewater/Drainage, Electric and Customer Service	24-226	Finance	City Business	TBD
	C. Affordable Housing Strategic Toolkit	24-653	Community Development	City Business	0:30
	C. Two Minute Pitch:	24-084	City Manager's Office	Council Request	0:30
	Closed Meeting Item(s):		Legal (if any)	City Business	0:30
				Total Est. Time:	2:00
Other Major Items for Meeting:					
	Item	Legistar ID	Departments	Type	Estimated Work Session Date
Work Session To Be Determined	Parking Minimum	TBD	Development Services	Council Request	TBD
	Follow-Up of Payroll Admin. Audit (15 min.)	24-250	Internal Audit	City Business	08/06/2024
	Follow-Up of Fleet Services (15 min.)	24-251	Internal Audit	City Business	08/06/2024
	Affordable Housing Strategic Toolkit	24-654	Community Development	City Business	08/20/2024
	Audit of Development Planning (30 min.)	24-252	Internal Audit	City Business	08/20/2024
	Second Follow-Up of Police Property Room Audit (15 min.)	24-253	Internal Audit	City Business	09/17/2024
	Follow-up of EMS: Ambulance Billing Audit (15 min.)	24-254	Internal Audit	City Business	09/17/2024
	Audit of Park Management & Planning (30 min.)	24-255	Internal Audit	City Business	09/24/2024
	Roadway Impact Fees	TBD	City Manager's Office	City Business	TBD
	Non-Annexation Agreements	TBD	City Manager's Officer	City Business	TBD
	Fiscal Year 2024-25 City Manager's Proposed Budget, Capital Improvement Program, and Five-Year Financial Forecast	24-227	Finance	City Business	08/10/2024
	Fiscal Year 2024-25 City Manager's Proposed Budget, Capital Improvement Program, and Five-Year Financial Forecast	24-228	Finance	City Business	08/20/2024
	Item	Dates	Departments	Type	Estimated Work
Council Priorities and Significant Work Plan Items to be Scheduled					
	Item	Date Approved	Department	Estimated Hours to Complete	Requestor
Approved Council Pitches to be Scheduled	Vote Centers Resolution	10/17/2023	City Manager's Office	TBD	
	CBO for fast-track approval process work session	1/22/2024	City Manager's Office	TBD	

*This is for planning purposes only. Dates are subject to change.

1 Street Closure Report: Upcoming Closures

SCR Apr 8th - 14th

	Street/ Intersection	From	To	Closure Start Date	Closure End Date	Description	Department	Department Contact
1	Bellaire Dr	Montclair Pl	McKinney St (East)	04/22/24	05/03/24	Valley Gutter Repair	Streets	Roy San Miguel
2	Mayhill Rd	University Dr (US 380)	Prominence Pkwy	04/15/24	05/31/24	Installation of new driveway approaches	Private Development Works Inspections	Public Zabdiel Mota
3	Nottingham Dr	Kings Row	Stratford Ln	04/15/24	04/26/24	Valley Gutter Repair	Streets	Roy San Miguel
4	Thunderbird Dr	Crestmeadow St	Westview Trl	04/29/24	05/24/24	Curb and Gutter and Sidewalk Repair	Streets	Roy San Miguel

2 Street Closure Report: Current Closures

	Street/ Intersection	From	To	Closure Start Date	Closure End Date	Description	Department	Department Contact
1	Azalea St	Parvin St	Laurel St	05/30/23	04/30/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
2	Bandera St	I-35 Frontage Rd	Bandera St (WB ~150')	02/08/24	04/19/24	Utility Relocation	Engineering	Shawn Messick
3	Barcelona St	N I-35 Service Rd	Mesa Dr	04/08/24	04/15/24	Atmos gas relocation	Atmos	Gavin Petner
4	Bell Ave	Sycamore St	Prairie St	08/21/23	05/30/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
5	Bernard St	Acme St	Roselawn Dr	05/30/23	05/15/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
6	Bradshaw St	Wilson St	Prairie St	01/30/23	06/30/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
7	Bradshaw St	Prairie St	Sycamore St	03/13/23	06/30/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
8	Camellia St	Parvin St	Laurel St	05/30/23	04/30/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
9	Carmel Hills Dr (3405)	Las Lomas Ln	Portola Ln	04/03/24	05/01/24	Concrete Panel Repair	Streets	Roy San Miguel
10	Churchill Dr	Churchill Cir	Windsor Dr	12/11/23	04/17/24	Utility installations and pavement replacement	Engineering	Taylor Holt
11	College Park Dr	Peach St	Dead End	10/02/23	05/17/24	Street reconstruct	Streets	Roy San Miguel
12	Collins St	Johnson St	Dead End West	08/22/23	04/30/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
13	Crawford St	Mulberry St	Sycamore St	10/09/23	05/01/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
14	Crescent St	Ector St	Hillcrest St	12/27/23	05/03/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
15	Edwards Rd	Forrest Willow Rd	Desert Willow Dr	03/18/24	04/26/24	Concrete Panel and Sidewalk Repair	Streets	Roy San Miguel
16	Fannin St	Avenue A	Avenue B	02/15/24	04/15/24	Atmos gas relocation	Atmos	Pulizzi, Joseph
17	Fowler Dr	College Park Dr	Peach St	10/02/23	05/17/24	Street reconstruct	Streets	Roy San Miguel
18	Gardenview St	Fallmeadow Ln	Joyce Ln	04/08/24	04/19/24	Valley Gutter Repair	Streets	Roy San Miguel
19	Hickory Creek Rd	Riverpass Dr	FM 1830	03/13/23	12/31/24	Bridge Installation	Engineering	Dustin Draper
20	Highland St	Locust St	Wainwright St	01/30/23	05/01/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
21	Hillcrest St	Panhandle St	Crescent St	12/27/23	05/01/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
22	Jamestown Ln	Mistywood Ln	Locksley Ln	01/22/24	04/17/24	Utility Replacement & Street Reconstruction	Engineering	Taylor Holt
23	Leslie St	Willowwood St	Dudley St	08/31/23	04/30/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
24	Los Colinas St	Mesa Drive	I-35 Frontage Rd	03/01/24	04/16/24	Utility Water/Wastewater line relocation	Water Wastewater Other	Shawn Messick
25	Maid Marion Pl	Jamestown Ln	Locksley Ln	01/24/24	04/17/24	Utility Replacement & Street Reconstruction	Engineering	Taylor Holt
26	Maple St	Carroll Blvd	Elm St	07/05/23	05/01/24	Utility installations and pavement replacement.	Engineering	Scott Fettig
27	Maple St	Elm St	Carroll Blvd	09/15/23	06/30/24	Utility installations and pavement replacement.		Scott Fettig
28	Maple St	Ave D	Ave A	01/22/24	08/01/24	Pavement replacement.	Engineering	Scott Fettig
29	Masch Branch Rd	US 380	Hampton Rd	02/26/24	04/22/24	Reconstruction of Center lane, adding turn lane.	Private Development Public Works Inspections	Ethan Keith
30	Mayhill Rd	University Dr (Hwy 380)	Prominence Pkwy	02/26/24	04/12/24	Installation of new water main line pipe.	Private Development	Zabdiel Mota
31	Mayhill Rd	IH 35E	Colorado Blvd	01/31/24	04/30/24	This closure will encompass the reconstruction of the Colorado and Mayhill Intersection.	Engineering	Tracy L. Beck, PE, PMP

	Street/ Intersection	From	To	Closure Start Date	Closure End Date	Description	Department	Department Contact
32	Mill Pond Rd	Emerson Ln	Old North Rd	09/11/23	04/17/24	Utility Installations & Pavement Reconstruction	Engineering	Taylor Holt
33	Mira Vista Dr	Buena Vista Dr	Palo Verde Dr	04/08/24	05/03/24	Reconstruction	Streets	Rogelio San Miguel
34	Mulberry St	Wood St	Crawford St	10/09/23	05/01/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
35	Mulberry St	Locust St	Elm St	02/19/24	05/31/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
36	Mulberry St	Bell Ave	Industrial St	08/21/23	06/01/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
37	Myrtle St	Fort Worth Dr (HW377)	Eagle Dr	06/05/23	06/30/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
38	Myrtle St	Maple St	Highland St	07/05/23	06/30/24	Utility installations and pavement replacement.		Scott Fetting
39	Myrtle St	Eagle Dr	Maple St	07/05/23	06/30/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
40	Nora Ln	Central Village Dr	Mark Ln	04/08/24	05/10/24	Sidewalk Repair	Streets	Roy San Miguel
41	Oak St	I-35 Frontage Rd	Oak St (EB ~300')	02/08/24	04/17/24	Utility Relocation	Engineering	Shawn Messick
42	Oakwood Dr	McCormick St	Dead End East	10/02/23	05/31/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
43	Old Orchard Ln	Windsor Dr	Dead End	03/13/24	04/24/24	Utility Replacement & Street Reconstruction	Engineering	Taylor Holt
44	Osage Ln	Huron Cir	Cul V Sac	03/18/24	04/26/24	Concrete Panel and Sidewalk Repair	Streets	Roy San Miguel
45	Peach St	Bell St	Locust St	10/02/23	05/17/24	Street reconstruct	Streets	Roy San Miguel
46	Pecan Tree Dr	Nora Ln	dead end north	04/08/24	05/10/24	Sidewalk Repair	Streets	Roy San Miguel
47	Pickwick Ln	Oxford Ln	Windsor Dr	08/21/23	04/17/24	Utility Replacement & Street Reconstruction	Engineering	Taylor Holt
48	Pierce St	Maple St	Highland St	07/05/23	06/30/24	Utility installations and pavement replacement.		Scott Fetting
49	Poinsettia Blvd	Sherman Dr	Picadilly Ln	04/08/24	05/03/24	Infrastructure installation on Poinsettia	Public Works Inspections	Lee Thurmond
50	Prairie St	Locust St	Bradshaw St	04/01/24	07/31/24	Utility installations and pavement replacement.		Scott Fetting
51	Regency Ct	Mark Ln	Country Club Rd	04/08/24	05/10/24	Sidewalk Repair	Streets	Roy San Miguel
52	Sycamore St	Exposition St	Railroad Tracks on Sycamore	08/17/23	04/19/24	Paving improvements from Exposition to Railroad	Public Works Inspections	Stephany Trammell
53	Sycamore St	Exposition St	Crawford St	03/13/23	05/31/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
54	Sycamore St	Wood St	Crawford St	10/09/23	05/31/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
55	Underwood St	North Texas Blvd	Kendolph Dr	08/28/23	04/30/24	Pavement replacement.	Engineering	Scott Fetting
56	University Dr	I-35 Frontage Rd	University Dr (EB ~550')	02/19/24	04/11/24	Utility Relocation	Engineering	Shawn Messick
57	Wellington Dr	Just North of Heather Ln	Churchill Dr	12/11/23	04/17/24	Utility installations and pavement replacement	Engineering	Taylor Holt
58	Willowwood St	Bonnie Brae St	Bonnie Brae St	04/08/24	04/11/24	Installation of Sanitary Sewer line	Engineering	Robin Davis
59	Willowwood St	Bernard St	Jacqueline Dr	12/27/23	04/30/24	Utility installations and pavement replacement.	Engineering	Scott Fetting
60	Wisteria St	Parvin St	Laurel St	05/30/23	04/30/24	Utility installations and pavement replacement.	Engineering	Scott Fetting

3 Street Closure Report: Completed Closures

	Street/ Intersection	From	To	Closure Start Date	Closure End Date	Description	Department	Department Contact
1	Bonnie Brae St	FM 1515/Airport Rd	Willowood St	03/11/24	03/15/24	Underground Utility Work in close proximity to the roadway	Engineering	Robin Davis
2	Bonnie Brae St	UNT Main Stadium Dr	Walt Parker Dr	03/11/24	03/15/24	Underground Utility Work in close proximity to the roadway (lane will be closed during construction for safety of workers & travelers)	Engineering	Robin Davis
3	Brookside Dr (5900)	@ Trailside Dr	At Intersection	02/05/24	03/15/24	ADA Sidewalk Repair	Streets	Roy San Miguel
4	Buena Vista Dr	Montecito Rd	Mira Vista Dr	11/06/23	03/29/24	Street reconstruct	Streets	Jeff Jones
5	Chaparral Ct	Cooper Branch E	Dead End	08/14/23	03/27/24	Utility Replacement & Street Reconstruction	Engineering	Taylor Holt
6	Eastpark Blvd	Panhandle St	Linden Dr	03/22/24	04/05/24	roadway panel replacement for pcm21-0040	Public Works Inspections	Lee Thurmond
7	Mayhill Rd	@ Spencer Rd		03/28/23	03/29/24	Water main tie-in and turn lane addition	Public Works Inspections	Ryan Cuba
8	Prairie St	Bell Ave	Skinner St	03/04/24	03/29/24	stormwater replacement	Drainage	Stephen Bonner
9	Randall St	Sherman Dr	Picadilly La	03/22/24	04/05/24	infrastructure installation on Randall street for pcm22=0063	Public Works Inspections	Lee Thurmond
10	Roselawn Dr	Roselawn Cir	railroad crossing	02/05/24	04/05/24	Paving, TxDot guardrail, Install new box culvert. 8x8, new road for Roselawn. Eagle Creek PH 3A-4	Private Development	Taylor Hardgrave
11	Seven Oaks Ln	Swan Park Dr	Harvest Moon Trl	01/29/24	03/08/24	Concrete Sidewalk Repair	Streets	Roy San Miguel
12	Spring Valley Dr	Twilight Dr	Morningside Dr	01/08/24	03/15/24	Concrete Curb and Gutter Repair	Streets	Roy San Miguel
13	Spyglass Hill Ln	Cliffside Dr	Oceanview Dr	03/04/24	04/05/24	Concrete Panel and Sidewalk Repair	Streets	Roy San Miguel
14	Wind River Ln	Union Lake Blvd	Como Lake Rd	01/29/24	03/15/24	Concrete Sidewalk Repair	Streets	Roy San Miguel