



# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Meeting Agenda

### City Council

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Tuesday, July 23, 2024

2:00 PM

Council Work Session Room  
&  
Council Chambers

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#### Special Called

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

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

**CITY COUNCIL CONSIDERATION OF THE CONSENT AGENDA AND ITEMS FOR INDIVIDUAL CONSIDERATION WILL BEGIN IMMEDIATELY FOLLOWING THE CLOSED MEETING IN THE COUNCIL CHAMBERS**

**CONSIDERATION OF PUBLIC HEARING(S) WILL BEGIN AT/AFTER 6:30 P.M. IN THE COUNCIL CHAMBERS**

#### **REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL**

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

##### **Open Microphone:**

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

##### **Comments on Agenda Items:**

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

##### **Public Hearing Items:**

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

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Individuals may participate by using one of the following methods:

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



To provide in-person comments regular or consent agenda items (excluding public hearing items), Individuals must be present at the meeting and submit a speaker card (available at the meeting location) to the City Secretary prior to the item being called.

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

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

**3. eComment:**

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

**4. By Phone:**

Individuals may register to provide comments by phone. Instructions and a link to register to comment by phone will be available at [www.cityofdenton.com/publicmeetings](http://www.cityofdenton.com/publicmeetings) until noon of the meeting date. Residents will submit contact information using the link provided and receive further instructions via email on how to join the meeting by phone and provide comments.

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After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, July 23, 2024 at 2:00 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas at which the following items will be considered:

**WORK SESSION**

**1. Citizen Comments on Consent Agenda Items**

This section of the agenda allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Each speaker will be given a total of three (3) minutes to address any item(s). Any person who wishes to address the City Council regarding these items may do so by utilizing the "By Phone" registration process as referenced under the REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL detailed at the beginning of this agenda. Registration is required prior to the time the City Council considers this item. Registrants may call in and remain on hold or receive a call back at the time the Work Session is called to Order and are encouraged to ensure they remain accessible to accept the call.

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

This section allows members of the City Council to ask questions on items listed on this agenda for public hearing and individual consideration. Responses to questions on items listed under the consent agenda that are received prior to the meeting are available by clicking on Exhibit 1 below. The responses will be available prior to the start of the meeting, when applicable. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 p.m. on the business day following the meeting. Members of the



Council may remove items from the consent agenda. When items are removed from the consent agenda and placed on the regular agenda by members of the council, the removed items shall be taken up in the order of removal right after the consent agenda.

- A. [ID 24-474](#) Meeting Questions, Responses & Handouts

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

### **3. Work Session Reports**

- A. [ID 24-1359](#) Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2024-25 Annual Internal Audit Plan.

[Estimated Presentation/Discussion Time: 15 minutes]

Attachments: [Exhibit 1 - Agenda Information Sheet.pdf](#)  
[Exhibit 2 - Fiscal Year 2024-25 Annual Internal Audit Plan Memo.pdf](#)  
[Exhibit 3 - Presentation.pdf](#)

- B. [ID 24-226](#) Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2024-25 preliminary utility forecasts for Solid Waste, Water, Wastewater/Drainage, Electric, and Customer Service.

[Estimated Presentation/Discussion Time: 1 hour]

Attachments: [Exhibit 1. Agenda Information Sheet.pdf](#)  
[Exhibit 2. Presentation.pdf](#)

- C. [ID 24-1193](#) Receive a report, hold a discussion, and give staff direction regarding the nominations of Council members to standing and ad hoc boards, committees, and other internal/external groups, and the associated nomination and appointment processes.

[Estimated Presentation/Discussion Time: 45 minutes]

Attachments: [Exhibit 1 - Agenda Information Sheet](#)  
[Exhibit 2 – Presentation](#)

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

### **1. Closed Meeting:**

- A. [ID 24-1368](#) Deliberations regarding Real Property - Under Texas Government Code Section 551.072;

Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the potential purchase of real property situated in the J. White Survey, Abstract 1433, in the City of Denton, Denton County, Texas, located off of Colorado Boulevard, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party.



- B. [ID 24-1371](#) Deliberations regarding Real Property - Under Texas Government Code Section 551.072;

Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the potential purchase of real property situated in the H. Sisco Survey, Abstract 1184, in the City of Denton, Denton County, Texas, located near the intersection of McKinney Street and North Bell Avenue, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party.

- C. [ID 24-1484](#) Deliberations Regarding Real Property - Under Texas Government Code, Section 551.072; Consultation with Attorneys - Under Texas Government Code Section 551.071.

Discuss, deliberate, and receive information from staff and provide staff with direction pertaining to the potential purchase of real property interests located in the J. Roger, Abstract No 1084, within the City of Denton, Denton County, Texas, generally located along the Hickory Creek Road. The potential purchases are related to the City's Hickory Creek Road Phase 3 Project to construct improvements to Hickory Creek Road (from Riverpass Drive to FM 1830). Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. PR-2022-00917-A Case Style: City of Denton v. Walter E. Leatherwood and Betty A. Leatherwood, Individually and as Trustees of the Walter E. Leatherwood and Betty A. Leatherwood Living Trust pending in the Denton County Probate Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.

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

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

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



AFTER DETERMINING THAT A QUORUM IS PRESENT, THE SPECIAL CALLED MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS FOR CONSIDERATION OF THE CONSENT AGENDA AND ITEMS FOR INDIVIDUAL CONSIDERATION IMMEDIATELY FOLLOWING THE CLOSED MEETING, AND CONSIDERATION OF PUBLIC HEARING(S) WILL CONVENE AT 6:30 P.M., AT WHICH THE FOLLOWING ITEMS WILL BE CONSIDERED:

#### **4. CONSENT AGENDA**

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

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

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

- A. [ID 24-431](#) Consider approval of the minutes of the July 16, 2024 Regular Meeting.
- Attachments: [Exhibit 1 - Agenda Information Sheet](#)  
[Exhibit 2 - July 16, 2024 Minutes](#)
- B. [ID 24-498](#) Consider nominations/appointments to the City's Boards, Commissions, and Committees: Charter Review Committee and Committee on Persons with Disabilities.
- Attachments: [Exhibit 1 - Agenda Information Sheet](#)  
[Exhibit 2 - Nominations List](#)
- C. [ID 24-1400](#) Consider approval of a resolution of the City of Denton providing the July 8, 2024 meeting absence by Public Utilities Board Member Lee Riback be excused; and providing an effective date.
- Attachments: [Exhibit 1 - Agenda Information Sheet](#)  
[Exhibit 2 - Resolution & Exhibit](#)
- D. [ID 24-1399](#) Consider approval of a resolution of the City of Denton appointing a Primary Member and Alternate Member as official voting representatives to the North Central Texas Council of Governments' Regional Transportation Council; and declaring an effective date.



Attachments:      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Proposed Resolution](#)

- E.    [ID 24-177](#)      Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2024 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the Director of Community Services, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.

Attachments:      [Exhibit 1 – Agenda Information Sheet](#)

[Exhibit 2 – Ordinance, 2024 Action Plan, Application and Certifications](#)

- F.    [ID 24-1457](#)      Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a temporary license to use agreement between the City and Denton County Transit Authority (DCTA) to temporarily allow DCTA to construct and maintain bus stops and other amenities on City’s right of way for 180 days from the date of execution of this ordinance; and providing an effective date.

Attachments:      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Ordinance and Agreement.pdf](#)

- G.    [ID 24-1392](#)      Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Weatherproofing Services L.L.C., for the maintenance and installation of roofing, gutters, and downspouts for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8501 - awarded to Weatherproofing Services L.L.C., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,462,500.00).

Attachments:      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Ordinance and Contract](#)

- H.    [ID 24-1393](#)      Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment, through the Buy Board Cooperative Purchasing Network Contract # 686-22, for the purchase and repair of heavy-duty vehicles and equipment for various departments for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8591 - awarded to Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,013,706.00).

Attachments:      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Pricing Index](#)

[Exhibit 3 - Ordinance and Contract](#)

- I.    [ID 24-1394](#)      Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal



corporation, authorizing the City Manager to execute a contract with Texan Waste Equipment, Inc., dba Heil of Texas, through the Buy Board Cooperative Purchasing Network Contract # 686-22, for the purchase, service, and repairs of sewer equipment, sweepers, brush handling trucks, and similar equipment for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8600 - awarded to Texan Waste Equipment, Inc., dba Heil of Texas, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,059,173.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Pricing Sheet](#)

[Exhibit 3 - Ordinance and Contract](#)

- J. [ID 24-1406](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with QRF Combat LLC dba Roe Tactical LLC, through the Buy Board Cooperative Purchasing Network Contract # 698-23, for the acquisition of helmets and communications gear for the Police Department; providing for the expenditure of funds therefor; and providing an effective date (File 8578 - awarded to QRF Combat LLC dba Roe Tactical LLC, in the not-to-exceed amount of \$65,003.07).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Quotes](#)

[Exhibit 3 - Price Comparison](#)

[Exhibit 4 - Ordinance](#)

- K. [ID 24-1407](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the renovation at the Water Works Park for the Parks and Recreation Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8461 - Professional Services Agreement for renovation services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of \$1,897,385.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Evaluation Sheet](#)

[Exhibit 3 - Ordinance and Contract](#)

- L. [ID 24-1348](#) Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Signify North America Corporation, for the Amendment No. 1 to Lifecycle Services Agreement for the maintenance and support of Interact City Software currently used by Denton Municipal Electric; which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over \$50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8534 - awarded to Signify North



America Corporation, in the five (5) year not-to-exceed amount of \$97,500.00).

**Attachments:**      [Exhibit 1 - Agenda Information Sheet](#)  
                              [Exhibit 2 - Original Contract](#)  
                              [Exhibit 3 - Ordinance and Amendment 1](#)

## **5. PUBLIC HEARINGS**

- A.    [CA24-0002b](#)    Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, adopting the Southeast Denton Area Plan and amending the Denton 2040 Comprehensive Plan. The Southeast Denton Area Plan has an approximate boundary line of 800 feet north of East McKinney Street, 900 feet east of South Woodrow Lane, 700 feet south of Shady Oaks Drive, Dallas Drive to the south, and South Bell Avenue to the west, encompassing approximately 975 acres in the City of Denton, Denton County, Texas; and providing an effective date. The Planning and Zoning Commission recommended approval of the proposal (5-0). The motion was made by Commissioner Villareal and seconded by Commissioner Cole. (CA24-0002b, Southeast Denton Area Plan, Julie Wyatt and Mia Hines)

**Attachments:**      [Exhibit 1 - Agenda Information Sheet](#)  
                              [Exhibit 2 - Draft Southeast Denton Area Plan](#)  
                              [Exhibit 3 - Presentation](#)  
                              [Exhibit 4 - Draft Ordinance](#)

- B.    [S24-0002b](#)    Hold a public hearing and consider adopting an ordinance of the City of Denton, Texas, approving a Specific Use Permit (2003-325) Amendment to allow for site modifications on approximately 0.89 acres of land, generally located approximately one block south of Teasley Lane and to the west of FM 2181/Teasley Lane, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval. Motion for approval was made by Commissioner Pruett and second by Commissioner Thaggard. (S24-0002b, DATCU, Erin Stanley) THIS HEARING WAS OPENED AND POSTPONED AT THE JUNE 18, 2024 CITY COUNCIL MEETING.



**Attachments:**

## Exhibit 1 - Agenda Information Sheet

## Exhibit 2 - Staff Analysis

### Exhibit 3 - Site Location Map

Exhibit 4 - Zoning Map

Exhibit 5 - Future Land Use Map

Exhibit 6 - Ordinance 2003-325

Exhibit 7 - Proposed Site Plan

## Exhibit 8 - Proposed Landscape Plan

Exhibit 9 - Applicant Project Narrative

[Exhibit 10 - Notification Map and Public Responses](#)

Exhibit 11 - Draft Ordinance

## Exhibit 12 - Presentation

- C. [DCA23-0002g](#) Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas amending the Denton Development Code, regarding short-term rental use regulations and definitions, specifically amendments to Table 5.2-A- Table of Allowed Uses, Subsection 5.3.1 Use-Specific Standards - Generally, Subsection 5.3.5: Commercial Use-Specific Standards, Table 7.9-I Parking, and Section 9.2: Definitions; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval was made by Commissioner Villareal and seconded by Commissioner Pruett. (DCA23-0002g, Short-Term Rentals, Angie Manglaris)

**Attachments:**

Exhibit 1 - Agenda Information Sheet

## Exhibit 2 - Staff Analysis

### Exhibit 3 - Redline Markups

### Exhibit 4 - Short-Term Rental Survey Results

## Exhibit 5 - Survey Summary Presentation

[Exhibit 6 - Public Comment \(includes letter from Greater Denton/Wise County A](#)

Exhibit 7 - Draft Ordinance

Exhibit 8 - Presentation

- D. [DCA24-0003](#) [a](#) Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas amending the Denton Development Code Subchapter 1; amendments include but are not limited to: Subsection 1.3.4: Conflicts with Other Ordinances and Criteria Manuals; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [6-0] to recommend approval of the request. Motion for approval was made by Commissioner Villarreal and seconded by Commissioner Cole. (DCA24-0003a, Conflicts with Other Ordinances, Angie Manglaris)



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Attachments:      [Exhibit 1 - Agenda Information Sheet](#)

[Exhibit 2 - Staff Analysis](#)

[Exhibit 3 - Draft Ordinance](#)

[Exhibit 4 - Presentation](#)

## **6. CONCLUDING ITEMS**

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

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

### **C E R T I F I C A T E**

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on July 19, 2024, in advance of the 72-hour posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

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OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST 48 HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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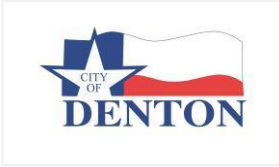
**File #:** ID 24-474, **Version:** 1

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### AGENDA CAPTION

Meeting Questions, Responses & Handouts





# City of Denton

City Hall  
215 E. McKinney Street  
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[www.cityofdenton.com](http://www.cityofdenton.com)

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## AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary's Office

**CM:** Sara Hensley

**DATE:** July 23, 2024

### **SUBJECT**

[Meeting Questions, Responses & Handouts](#)

### **BACKGROUND**

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

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

### **EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:

Lauren Thoden  
City Secretary





# City of Denton

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## Legislation Text

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**File #:** ID 24-1359, **Version:** 1

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### **AGENDA CAPTION**

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2024-25 Annual Internal Audit Plan.

[Estimated Presentation/Discussion Time: 15 minutes]





# City of Denton

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## AGENDA INFORMATION SHEET

**DEPARTMENT:** City Auditor's Office

**CITY AUDITOR:** Madison Rorschach

**DATE:** July 23, 2024

### **SUBJECT**

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2024-25 Annual Internal Audit Plan.

### **STRATEGIC ALIGNMENT**

This action supports Key Focus Area: Pursue Organizational Excellence and Collaborative and Respectful Leadership.

### **BACKGROUND**

The City Auditor's Office is responsible for conducting audits to assess various risks, including internal control weaknesses, inefficiencies in City operations, ineffectiveness of City programs, and noncompliance with laws, regulations, and policies. Each year, an annual internal audit plan is prepared and presented to establish the workload of the City Auditor's Office.

The attached memorandum details the potential options for new audit projects and follow-up reviews. The new audit project options were developed based on a partial risk assessment conducted in 2024, emerging trends in the industry, and discussions with City leadership. In addition, input on the selection of new audit project options was solicited from Denton residents between July 3 and July 17, 2024.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

None.

### **EXHIBITS**

1. Agenda Information Sheet
2. Fiscal Year 2024-25 Annual Internal Audit Plan Memo
3. Presentation

Respectfully submitted:  
Madison Rorschach, 940-349-7228  
City Auditor



## MEMORANDUM

**DATE:** July 23, 2024  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Madison Rorschach, City Auditor *Madison Rorschach*  
**SUBJECT:** Fiscal Year 2024-25 Annual Internal Audit Plan Projects

The City Auditor's Office is responsible for providing independent and objective reviews of City functions. These are mainly performed as performance audits which assess City functions and identify various risks including internal control weaknesses, inefficiencies in City operations, ineffectiveness of City programs, and noncompliance with regulations. Each year, the City Auditor prepares a list of audit project options and presents them to the City Council for direction. The directed projects are then approved via ordinance to set the workload for the Office in the upcoming fiscal year.

### New Audit Projects Options

The following new audit project options were developed based on a risk assessment of City functions, emerging trends in the industry, and discussions with City leadership. The Department has budgeted 2,700 hours to perform new audit projects during fiscal year 2023-24.

**Table 1:** Fiscal Year 2024-25 Potential Audit Projects

Audit Projects	Resident Priority	Audit Weighted Risk Score <sup>1</sup>	Covers New Function?	Project Hours
Homelessness Response	Critical	68		600
Employee Performance Management	High	70		600
Public Works Maintenance	High	58		600
Animal Services Operations	High	55	Yes	500
Fire Department Overtime	Medium	65		300
Volunteer Management	Medium	53	Yes	400
Simply Sustainable Programs	Medium	38		400
Airport Operations	Low	53	Yes	500
Language Accessibility	Low	50	Yes	300
Tourism Initiatives	Minimal	45		500

The following pages include descriptions of each audit project option and their potential objectives for your reference:

<sup>1</sup> Risk categories are weighted as follows: Financial 40%; Operational 30%; Reputational 20%; and Regulatory 10%.



**Homelessness Response** – Since 2020, the number of people experiencing homelessness in Denton has significantly increased based on information available from previous [Denton County Homelessness Data Reports](#). The City of Denton currently assists those experiencing homelessness through the community shelter and has created a Homeless Outreach Team to connect those experiencing homelessness with local resources and spends about \$700,000 annually to directly support these activities.

However, due to the complex, various issues that cause homelessness, a regional approach to assistance is necessary to ensure people are receiving the resources they need. This audit project would review the effectiveness, equity, and regulatory compliance of homelessness assistance programs and enforcement activities involving people experiencing homelessness as well as provide information on the availability of regional resources.

Estimated time to complete: 600 Hours

**Employee Performance Management** – Employees are the City's most valuable resource so employee performance must be appropriately monitored and encouraged to ensure operations continue. This audit would review the effectiveness, equity, and regulatory compliance of the City's non-civil service employee performance management processes including training and development opportunities, performance evaluations, and corrective action.

Estimated time to complete: 600 Hours

**Public Works Maintenance** – Over the next five years, the City plans to spend over \$25 million on improving its public works assets including streets and drainage. This audit would evaluate the effectiveness of public works asset maintenance activities including asset condition monitoring, maintenance project planning, and project quality assurance.

Estimated time to complete: 600 Hours

**Animal Services Operations** – The City of Denton's Animal Services Department has a mission to promote the health, safety, and welfare of animals and people in Denton through responsive compassionate service. This audit would evaluate the effectiveness of animal shelter care, animal control compliance with relevant regulations, and adequacy of fee collection practices.

Estimated time to complete: 500 Hours

**Fire Department Overtime** – During Fiscal Year 2023, the Fire Department spent about \$23.6 million in overtime for its civil and non-civil service staff. This audit would ensure Fire Department overtime is calculated accurately and is effectively recorded, approved, and monitored.

Estimated time to complete: 300 Hours



**Volunteer Management** – Several City functions rely on volunteers to ensure operations are running smoothly such as Animal Services, Parks and Recreation, Library Services, and the City's Council appointed boards and commissions. This audit would review the effectiveness, equity, and regulatory compliance of the City's volunteer programs including recruitment, retention, and risk management.

Estimated time to complete: 400 Hours

**Simply Sustainable Programs** – In 2020, the City of Denton enacted the Simply Sustainable Program which is comprised of a framework outlining eight different focus areas along with comprehensive goals and strategies that aim for a more sustainable community. This audit would review the effectiveness of the implementation of this program including program oversight and accountability structures, and progress reporting mechanisms.

Estimated time to complete: 400 Hours

**Airport Operations** – The Denton Enterprise Airport annually collects about \$1.5 million in leases, commissions, and gas royalties. This audit would review Denton Enterprise Airport's processes to ensure revenue is collected appropriately for these airport operations and verify that fixed business operations comply with contract conditions.

Estimated time to complete: 500 Hours

**Language Accessibility** – The City of Denton is home to a diverse population with almost 22 percent of Denton residents speaking a language other than English at home. In 2022, the City adopted a new core value of Inclusion, which is focused on creating an environment where individuals and groups are valued, respected, and supported. This audit would review the accessibility of City key community programs and services for residents who use languages other than English to communicate.

Estimated time to complete: 300 Hours

**Tourism Initiatives** – Annually, the City receives about \$3.5 from hotel occupancy taxes in revenue, which can only be used to promote tourism and the convention and hotel industry per State law. This audit would review the effectiveness, equity, and regulatory compliance of the City's tourism initiatives.

Estimated time to complete: 500 Hours



## Existing Audit Projects

The Audit of Park Management and Planning was authorized on the Fiscal Year 2023-24 Annual Internal Audit Plan and is being carried over into Fiscal Year 2024-25.

Further, the following projects are required by Government Auditing Standards and so are also included in the fiscal year 2024-25 Audit Plan:

**Follow-Up Reviews** – Follow-up reviews are intended to provide information on what changes have been made in response to an issued audit. Initial follow-up reviews are typically performed between six to thirty-six months after a new audit report has been published. The following follow-up reviews are recommended for completion during fiscal year 2024-25 by the City Auditor's Office. A list of all follow-up reviews and their scheduled fiscal year is attached for reference.

- Capital Projects Administration: Second Follow-Up Review (May 2020);<sup>2</sup>
- Grants Management: Second Follow-Up Review (June 2020);
- Energy Portfolio Management (Mar. 2022);<sup>3</sup>
- Wastewater System Operations (Apr. and May 2022);<sup>4</sup>
- Network Management (Jul. and Aug. 2022);<sup>5</sup>
- Warehouse Inventory Management (Aug. 2022);
- Body-Worn Camera Usage (Jan. 2023);
- Recreation Facility Operations (Apr. 2023).

Estimated time to complete: 425 Hours Total

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<sup>2</sup> Will include Phase 1 Planning & Design and Phase 3 Construction. Phase 2 was completed in Jul. 2023.

<sup>3</sup> Will include Phase 1 Transaction Administration and Phase 2 Renewable Energy Offset Goals.

<sup>4</sup> Will include Phase 1 Collections and Phase 2 Reclamation.

<sup>5</sup> Will include Phase 1 Security Controls and Phase 2 Asset Lifecycles.



## Attachment 1

### Follow-Up Review Planning

Second Review	FY24-25	FY25-26	FY26-27
Grants Mgmt.	WW Sys. Ops: Phases 1 & 2	Solid Waste Ops: Phases 1 & 2	Electric System Operations
CIP Phase 1 & 3	Energy Portfolio Management	Pedestrian & Cyclist Safety	
Water Sys. Ops: Phases 2 & 3	Body-Worn Camera Usage	Fire Prevention	
Meter Reading & Billing	Network Management: Phases 1 & 2	Public Safety Communications	
	Warehouse Inventory Mgmt.	Staff Recruiting & Hiring	
	Recreation Facility Operations	Franchise Fee Collections	





# Fiscal Year 2024-25 Internal Audit Plan

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Madison Rorschach

July 23, 2024

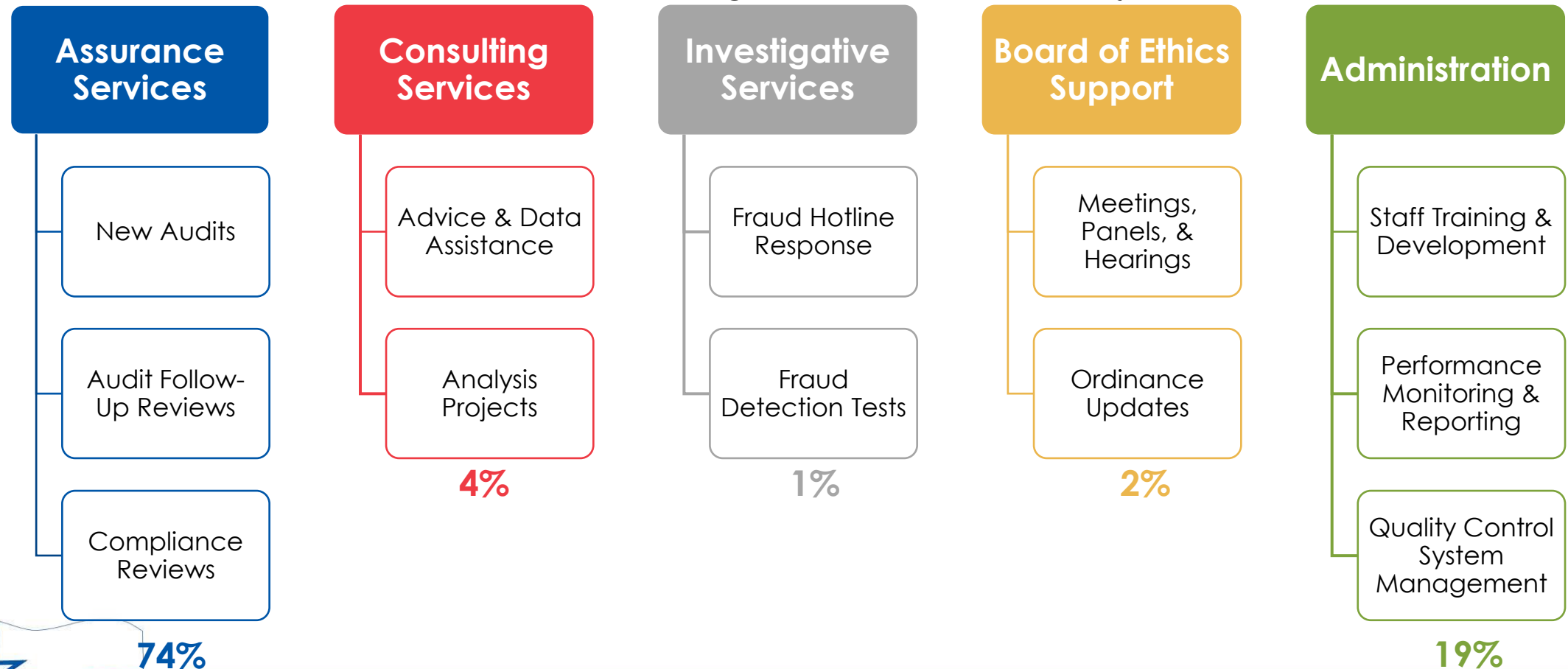
City Auditor



# City Auditor's Lines of Service (FY23-24)

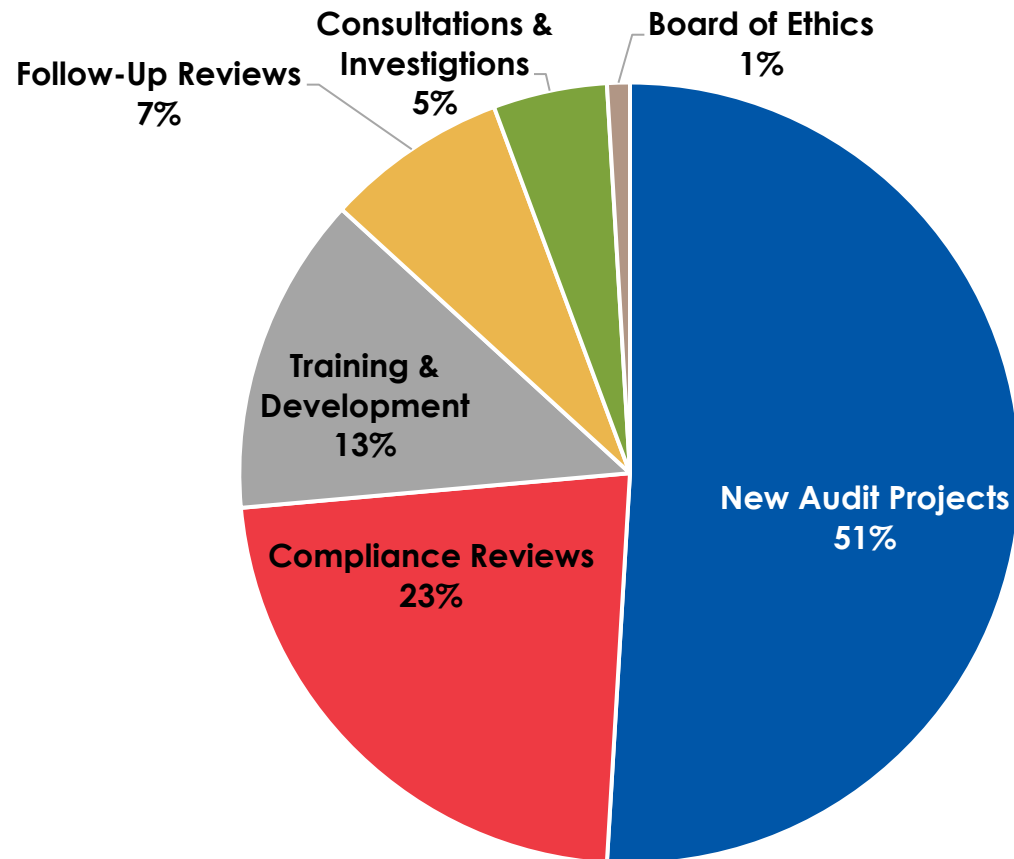
**Vision:** Strengthen public trust and promote continuous improvement throughout City operations.

**Mission:** Serve Denton residents by providing independent and objective reviews of City functions.





# FY24-25 City Auditor's Office Proposed Time Budget





# FY24-25 New Audit Project Options by Resident Priority

## Critical

- **Homelessness Response:** Enforcement activities, asst. programs, regional resource availability; 600 hours.

## High

- **Employee Performance Management:** Performance evaluations & corrective action; 600 hours.
- **Public Works Maintenance:** Streets & drainage condition monitoring & maintenance planning; 600 hours.
- **Animal Services Operations:** Animal shelter care, animal control compliance, & fees; 500 hours.

## Medium

- **Fire Dept. Overtime:** Calculation accuracy & process consistency; 300 hours.
- **Volunteer Management:** Recruitment, retention, and risk management; 400 hours.
- **Simply Sustainable Programs:** Incentive programs and goal progress; 400 hours.

## Low

- **Airport Operations:** Revenue collection and contract compliance; 500 hours.
- **Language Accessibility:** Accessibility of key community programs and services; 300 hours.

## Minimal

- **Tourism Initiatives:** Hotel occupancy tax usage and marketing activities; 500 hours.



ID 24-1359

\*Based on the proposed time budget, there are about 2,700 hours available for new audit project fieldwork.



# FY24-25 Follow-Up Review Recommendation

Second Review	FY24-25	FY25-26	FY26-27
Grants Mgmt.	WW Sys. Ops: Phases 1 & 2	Solid Waste Ops: Phases 1 & 2	Electric System Operations
CIP Phase 1 & 3	Energy Portfolio Management	Pedestrian & Cyclist Safety	
Water Sys. Ops: Phases 2 & 3	Body-Worn Camera Usage	Fire Prevention	
Meter Reading & Billing	Network Management: Phases 1 & 2	Public Safety Communications	
	Warehouse Inventory Mgmt.	Staff Recruiting & Hiring	
	Recreation Facility Operations	Franchise Fee Collections	

\*Formal follow-up reviews for 12 audit reports are proposed to be performed. No informal follow-up review is needed.



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# Questions?

City Auditor's Office

Madison Rorschach, City Auditor







# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-226, **Version:** 1

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### **AGENDA CAPTION**

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2024-25 preliminary utility forecasts for Solid Waste, Water, Wastewater/Drainage, Electric, and Customer Service.

[Estimated Presentation/Discussion Time: 1 hour]





# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
[www.cityofdenton.com](http://www.cityofdenton.com)

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## AGENDA INFORMATION SHEET

**DEPARTMENT:** Finance

**ACM:** Cassey Ogden

**DATE:** July 23, 2024

### **SUBJECT**

Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2024-25 preliminary utility forecasts for Solid Waste, Water, Wastewater/Drainage, Electric, and Customer Service.

### **BACKGROUND**

The purpose of this work session is to provide the City Council with details regarding the preliminary FY 2024-25 Utility Operating and Capital Budgets. This work session will include a review of each utility's preliminary operating and capital budget for the upcoming fiscal year. The City's budget emphasis continues to be focused on cost containment, financial transparency, long-term maintenance of utility assets, and system reliability.

### **EXHIBITS**

1. Agenda Information Sheet
2. Presentation

Respectfully submitted:  
Jessica Williams  
Chief Financial Officer  
(940) 349-8244

Prepared By:  
Matt Hamilton  
Budget Manager  
(940) 349-8127



# CITY OF DENTON, TEXAS

## FY 2024-25 Preliminary Utility Budgets July 23, 2024

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







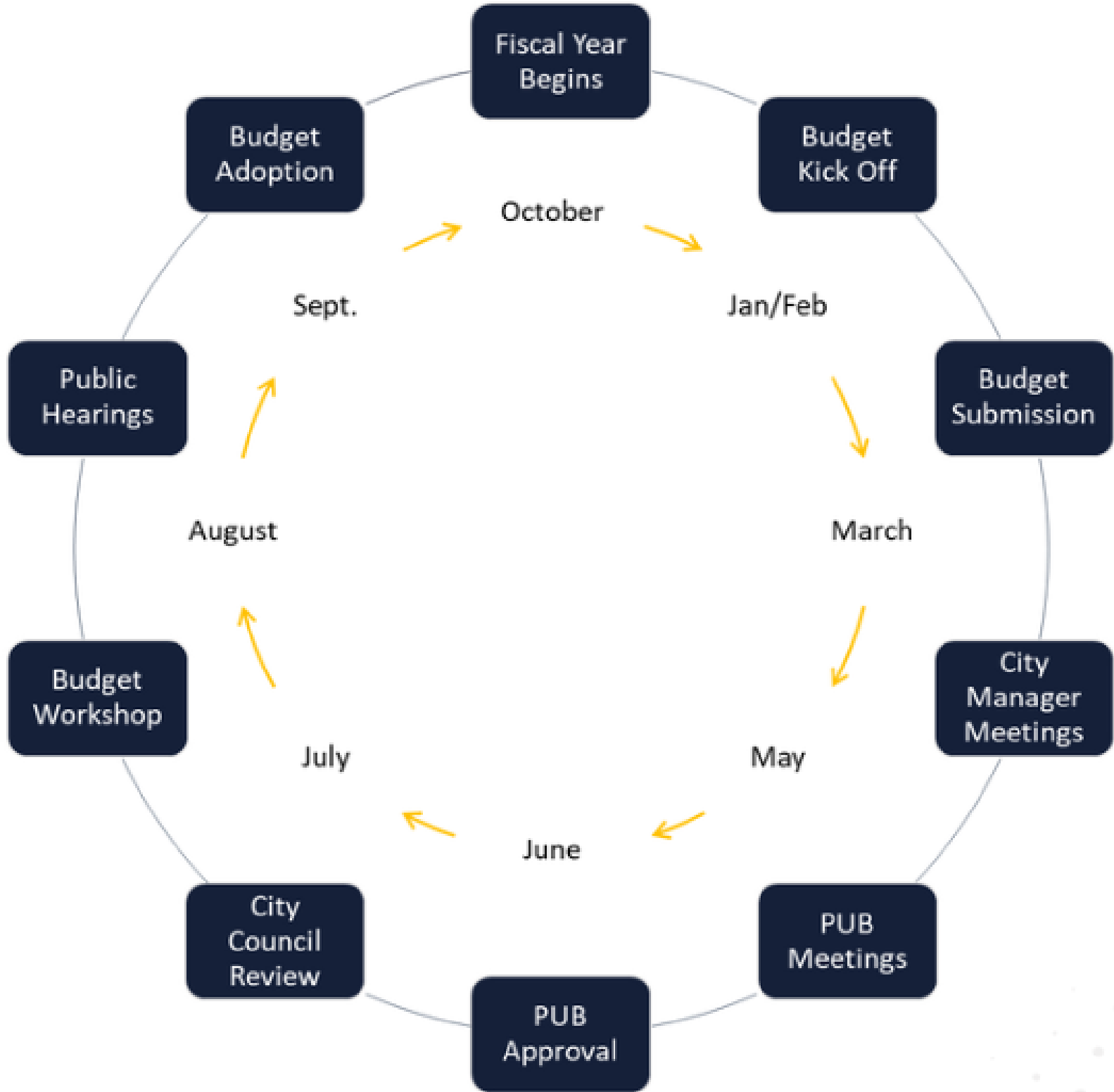
# Agenda

- Fiscal Year 2024-25 Budget Process Overview
- 2025 Preliminary Utility Budgets
  - Solid Waste
  - Electric
  - Customer Service
  - Water
  - Wastewater
  - Drainage
- Next Steps



# Fiscal Year 2024-25 Utility Budget Process

- Budget Kickoff
- Budget Submission
- City Manager Meetings
- PUB Meetings
- City Council Review
- Budget Workshop
- Public Hearings
- Budget Adoption
- October 1, 2024 - Effective Date



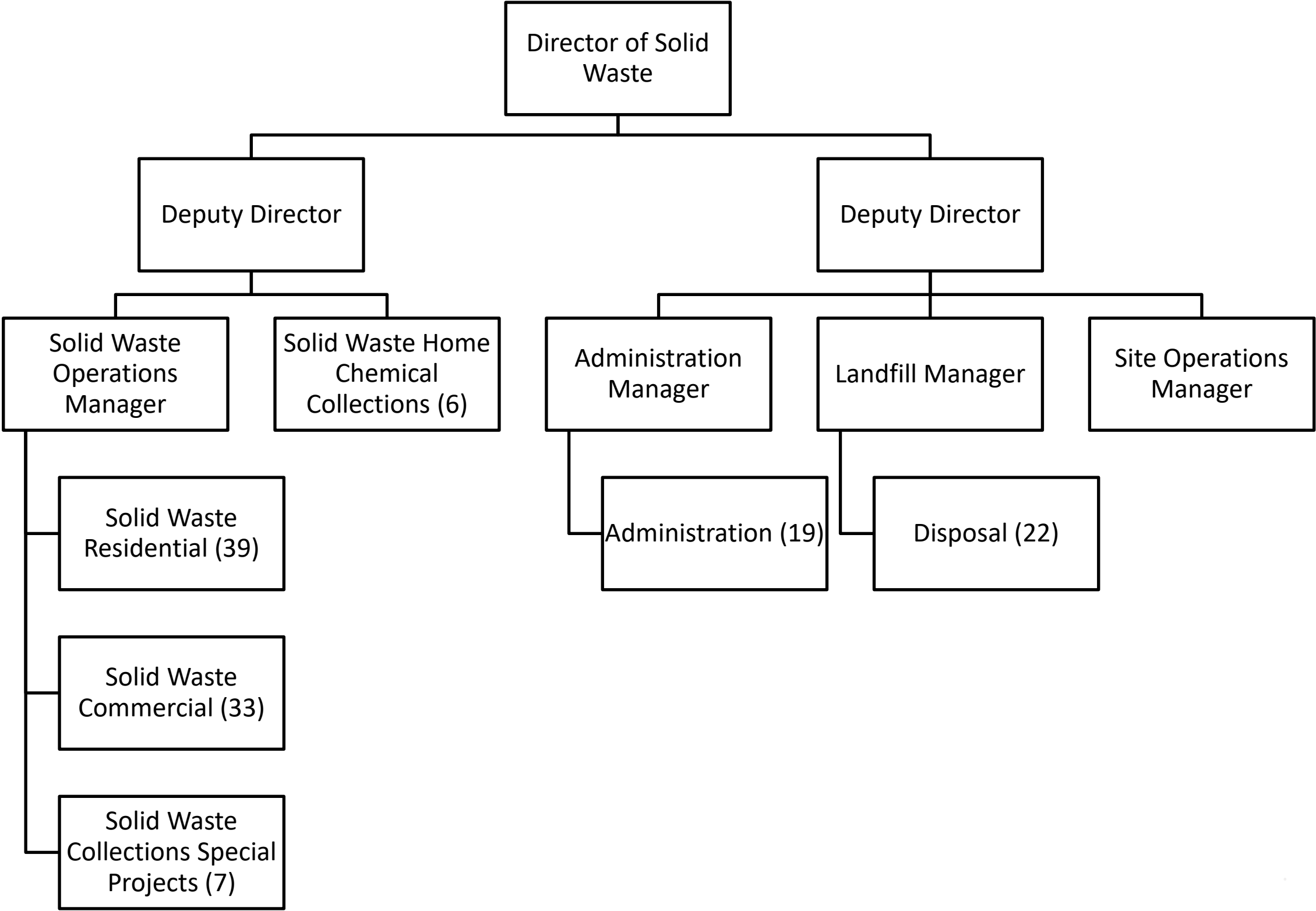




# Solid Waste & Recycling



# Solid Waste - Organizational Chart



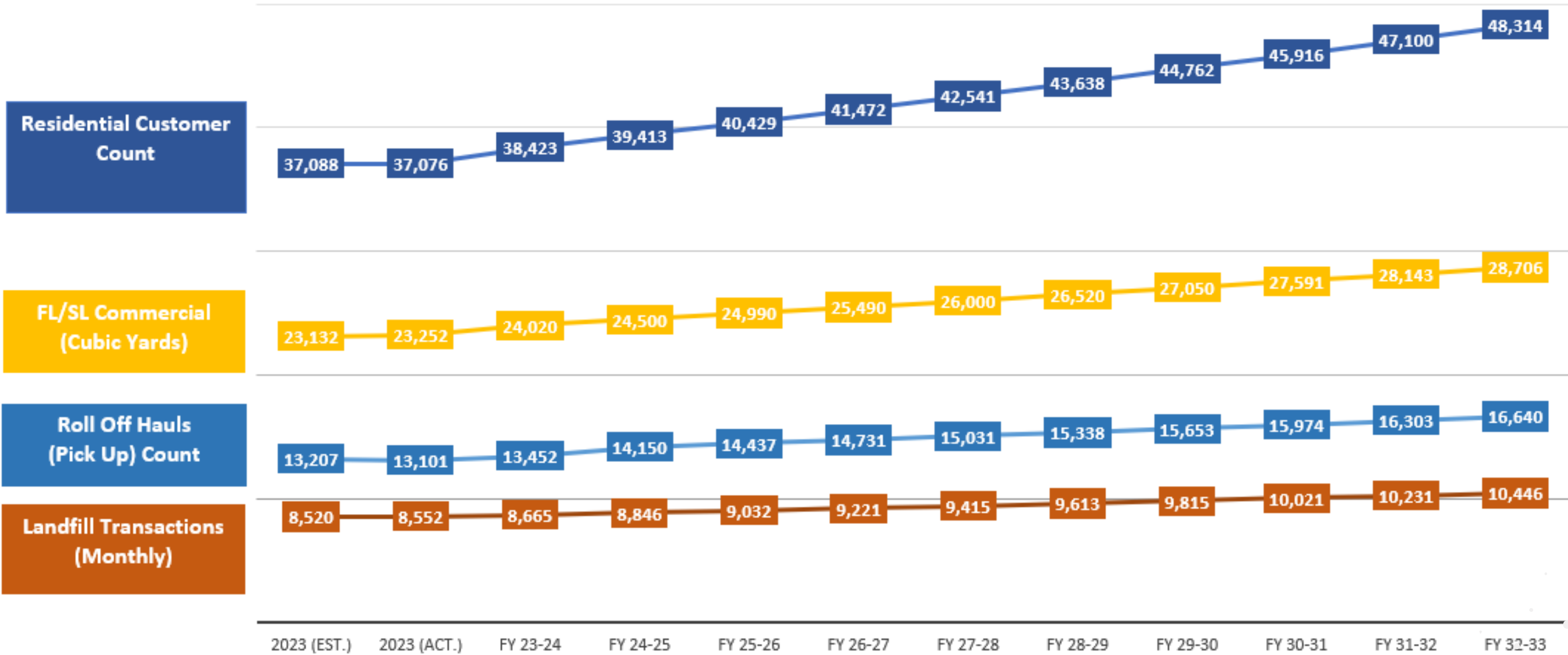
**Total FTE Count:**  
**133**



# Solid Waste – Revenue Assumptions

## Rate Revenues

- 2.6% Growth in Residential Customers
- 2.0% Growth in Commercial FL/SL Pulls
- 2.1% Growth in Landfill Customers





# Solid Waste – Budget Request Packages

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## Summary

### Baseline Adjustments

• Ready to Work Program	\$150,000
• Radio Subscriptions	\$20,000
• Computer Replacement	\$5,000
• Office Supplies	\$5,000
• Environmental Compliance	\$47,850
• Additional Temp for HCC	\$8,048
• Outside Supplies	\$1,900

### Supplemental Requests

• Software for SW&R Vehicles	\$121,500
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<b>Total Requests</b>	<b>\$359,298</b>
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# Solid Waste – Position Summary

Business Division	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Preliminary
Solid Waste Administration	24.00	22.00	22.00	22.00
Residential Collection	40.00	40.00	40.00	40.00
Commercial Collection	33.00	33.00	33.00	33.00
Collection Special Projects	7.00	7.00	7.00	7.00
Solid Waste Disposal	23.00	23.00	24.00	24.00
Home Chemical Collection	6.00	6.00	6.00	6.00
Site Operations	2.00	2.00	1.00	1.00
Total	135.00	133.00	133.00	133.00



# Solid Waste – 5-Year Capital Plan

Project	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Cell 5 & 6 Construction	\$4,000,000	\$ -	\$ -	\$ -	\$ -	\$4,000,000
Solid Waste Fleet Shop	2,200,000	-	-	-	-	2,200,000
Concrete Replacement	350,000	-	-	350,000	-	700,000
Vehicle Replacement	5,520,000	5,000,000	5,000,000	5,000,000	5,000,000	25,520,000
Scalehouse Update	640,000	-	-	-	-	640,000
Vehicle Additions	285,711	960,000	315,000	650,000	-	2,210,711
Total	\$12,995,711	\$5,960,000	\$5,315,000	\$6,000,000	\$5,000,000	\$35,270,711

Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Debt Funding	\$ 11,125,711	\$ 4,463,507	\$ 4,120,000	\$ 5,679,150	\$ 4,500,000	\$ 29,888,368
Revenue Funding	1,870,000	1,496,493	1,195,000	320,850	500,000	5,382,343
Total	\$ 12,995,711	\$ 5,960,000	\$ 5,315,000	\$ 6,000,000	\$ 5,000,000	\$ 35,270,711



# Solid Waste Fund – 5-Year Forecast

Solid Waste	FY 2023 Actual	FY 2024 Budget	FY 2024 Actual	FY 2025 Preliminary	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Beginning Fund Balance	\$ 9,344,519	\$ 10,797,452	\$ 11,748,700	\$ 9,673,769	\$ 8,669,323	\$ 7,305,728	\$ 6,315,085	\$ 6,375,575
Resources								
Rate Revenues	\$ 34,536,897	\$ 33,984,882	\$ 24,917,599	\$ 35,054,950	\$ 36,106,599	\$ 37,731,396	\$ 39,240,651	\$ 41,202,684
Wholesale Agreements	3,598,251	4,033,433	2,782,897	4,183,588	4,183,588	4,183,588	4,183,588	4,183,588
Non-rate Revenues	2,209,794	1,277,588	1,655,441	1,962,921	1,892,169	1,880,059	1,875,909	1,893,299
Total Revenues	40,344,941	39,295,903	29,355,937	41,201,459	42,182,355	43,795,042	45,300,148	47,279,571
Use of Reserves	207,095	2,074,934	2,074,934	1,004,446	1,363,594	990,643	-	-
Total Resources	\$ 40,552,036	\$ 41,370,837	\$ 31,430,871	\$ 42,205,905	\$ 43,545,950	\$ 44,785,685	\$ 45,300,148	\$ 47,279,571
Expenditures								
Personnel Services	\$ 12,239,887	\$ 13,858,641	\$ 9,513,618	\$ 14,349,412	\$ 14,891,392	\$ 15,338,134	\$ 15,798,278	\$ 16,272,226
Materials & Supplies	399,757	699,267	378,164	707,667	721,820	736,257	750,982	766,002
Maintenance and Repair	161,542	238,516	150,515	239,516	244,306	249,192	254,176	259,260
Insurance	618,925	754,473	754,474	697,468	711,417	725,646	740,159	754,962
Miscellaneous Expense	25,035	39,820	14,128	43,320	44,186	45,070	45,972	46,891
Operations	7,473,229	7,322,341	5,021,869	8,345,628	8,512,541	8,682,791	8,856,447	9,033,576
Cost of Service Transfers	4,667,025	6,531,546	6,531,546	6,662,177	6,795,420	6,931,329	7,069,955	7,211,355
Fixed Assets	920,153	904,007	574,261	1,121,087	1,143,509	1,166,379	1,189,706	1,213,501
Vehicle Replacement	3,690,000	2,575,000	1,425,000	1,870,000	1,496,493	1,195,000	320,850	500,000
Revenue Funded Capital	3,545,000	1,000,000	1,000,000	-	-	-	-	-
Closure/Post Closure	971,296	752,631	752,628	752,628	752,628	752,628	752,628	752,628
Debt Service	3,874,437	4,817,837	4,817,838	5,319,379	6,076,449	6,787,015	7,241,264	7,886,008
Franchise Fees	1,965,749	1,876,755	1,313,768	2,097,624	2,155,788	2,176,245	2,219,241	2,264,580
Total Expenditures	\$ 40,552,036	\$ 41,370,834	\$ 32,247,809	\$ 42,205,905	\$ 43,545,950	\$ 44,785,686	\$ 45,239,658	\$ 46,960,987
Ending Fund Balance	\$ 9,137,424	\$ 8,722,521	\$ 8,856,828	\$ 8,669,323	\$ 7,305,728	\$ 6,315,085	\$ 6,375,575	\$ 6,694,159
Revenue Sufficiency Requirement				1.5%	3.0%	4.5%	4.0%	5.0%
Working Capital	3,244,163	3,309,667	2,579,825	3,376,472	3,483,676	3,582,855	3,619,173	3,756,879
Operating Fund Reserve	5,893,262	3,752,827	3,250,825	5,277,116	3,822,053	2,732,230	2,756,402	2,937,279
Target Reserves								
Wrking Cptl - 8% / Op Reserve Target - 6%	5,677,285	5,791,917	4,514,693	5,908,827	6,096,433	6,269,996	6,333,552	6,574,538
Wrking Cptl - 8% / Op Reserve Target - 10%	7,299,366	7,446,750	5,804,606	7,597,063	7,838,271	8,061,423	8,143,138	8,452,978
Debt Service Coverage Ratio (DSCR)	3.81	2.04	1.45	1.91	1.69	1.63	1.63	1.64

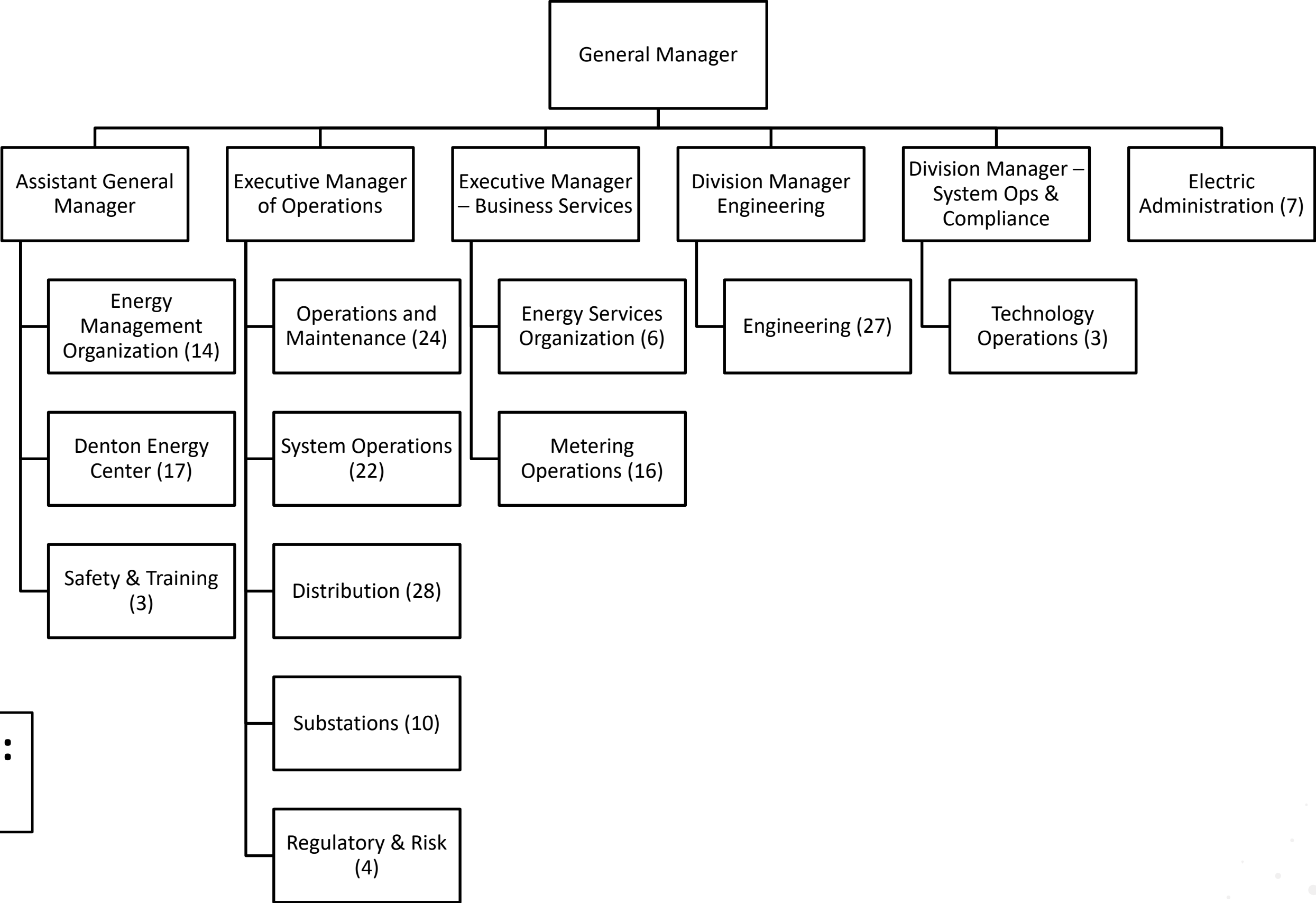




# Denton Municipal Electric



# DME- Organizational Chart



**Total FTE Count:**  
**187**



# FY 2024-25 DME Financial Overview

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## Growth Projections

- 7.53% retail sales (MWh) growth for known Residential and Commercial Projects

## Revenue Projections

- Cost of Service Study
  - Primary consideration will be Fixed Costs (i.e., facility and usage charges).
- Potential rate increase

## Expense Projections

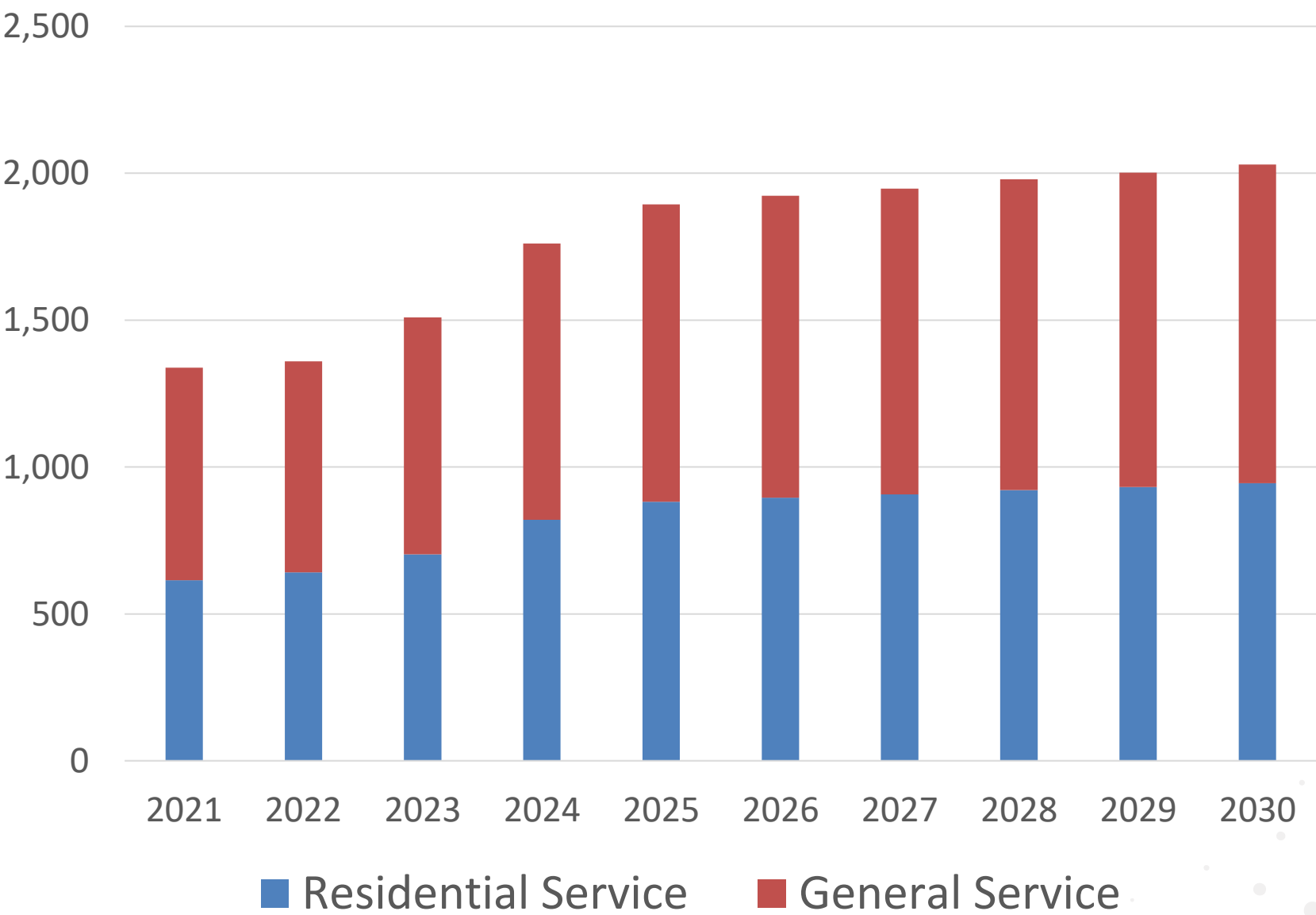
- Increase in Personnel Costs
  - City-wide compensation adjustment for inflation & competitive market



# DME – Revenue Assumptions

## Forecasted Retail Sales Growth (MWh)

Year	Residential Service	General Service
2021	614,366	724,145
2022	641,738	718,207
2023	702,882	806,664
2024	820,006	941,081
<b>2025</b>	<b>881,733</b>	<b>1,011,922</b>
2026	895,740	1,027,998
2027	906,628	1,040,494
2028	921,575	1,057,648
2029	932,001	1,069,613
2030	944,890	1,084,405





# DME – Revenue Assumptions

$$\text{Base Rate} = \text{Personnel Services} + \text{Operations \& Maintenance} + \text{ROI \& FF} + \text{Debt Service} + \text{Cost of Service Transfers} + \text{Capital Outlay}$$

- Base rates recover the cost of operations, maintenance, and capital expenditures. Rate varies by customer class.

$$\begin{array}{l} \text{ECA Rate} \\ \text{(Energy Cost Adjustment)} \end{array} = \text{Purchase Power (Excl. DEC Revenue)} + \text{DEC Fuel} + \text{DEC Variable O\&M Expense} + \text{Prior Period ECA Balance}$$

- ECA rate recovers the net cost of energy as a pass-through charge to customers. Same rate for all customer classes.

$$\begin{array}{l} \text{TCRF Rate} \\ \text{(Transmission Cost Recovery Fee)} \end{array} = \text{Transmission Costs}$$

- TCRF rate recovers transmission costs paid to others as a pass-through charge to customers. Transmission costs are determined by the Public Utilities Commission of Texas (PUCT). Rate varies by customer class.



# DME – Expense Assumptions

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## **Personnel Expenses**

- 14.2% total increase in personnel expenditures (including benefits)
  - Includes 3.0% cost of living adjustment for FY 2025
  - Includes an additional 2.5% merit-based performance adjustment
  - Includes the addition of 16.5 proposed FTE supplemental position requests

## **Operating Expenses**

- No significant change in Operations & Maintenance expenditures

## **Debt Service**

- Estimated 8.18% increase in non-DEC debt service expense
  - \$60,000,000 issuance in 2024 for capital improvements
  - Recent bond refunding resulted in savings of \$1,530,146 for DME
- No change to DEC debt service expense



# Electric Fund – 5-Year Forecast

Electric	FY 2023 Actual	FY 2024 Budget	FY 2024 Actual YTD	FY 2025 Preliminary	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Beginning Fund Balance	\$ 140,776,983	\$ 107,823,791	\$ 108,833,416	\$ 115,857,449	\$ 112,005,376	\$ 116,202,472	\$ 126,569,082	\$ 138,317,354
<b>Resources</b>								
Base Rate Revenues	102,759,906	104,394,786	60,799,838	124,913,472	133,877,276	142,279,806	151,856,750	162,021,372
TCRF Revenue	-	-	1,962,385	30,286,099	30,740,391	31,201,497	31,669,519	32,144,562
ECA Revenues	56,433,028	66,916,984	34,963,490	86,122,202	90,243,958	107,778,247	109,278,619	111,920,335
Non-rate Revenues	174,832,684	119,085,425	54,254,988	151,162,001	146,050,020	144,172,162	146,446,325	145,938,131
Total Revenues	334,025,618	290,397,195	151,980,701	392,483,775	400,911,645	425,431,712	439,251,214	452,024,400
Use of Reserves	32,953,192	17,756,400	406,481	3,852,073	-	-	-	-
Total Resources	\$ 366,978,810	\$ 308,153,596	\$ 152,387,182	\$ 396,335,848	\$ 400,911,645	\$ 425,431,712	\$ 439,251,214	\$ 452,024,400
<b>Expenditures</b>								
Purchase Power	194,490,558	116,110,083	65,468,542	181,498,876	176,243,893	189,689,362	193,587,167	195,426,596
Transmission of Power	23,826,397	24,737,092	14,095,249	27,284,774	27,694,046	28,109,457	28,531,098	28,959,065
Personnel	22,229,684	26,090,466	16,148,356	26,003,228	30,685,796	31,606,370	32,554,561	33,531,198
O&M	15,305,427	23,969,028	8,788,259	24,084,439	25,455,264	25,964,369	26,483,656	27,013,330
Cost of Service Transfers	15,357,250	19,943,469	12,823,875	19,873,744	20,469,957	21,084,055	21,716,577	22,368,074
ROI & Franchise Fee	27,713,608	25,141,239	12,886,719	34,620,822	36,249,755	39,150,509	40,504,849	41,900,598
Non-DEC Debt Service	45,122,652	47,185,218	41,276,648	51,045,326	53,811,151	53,490,991	57,923,010	62,651,130
DEC Debt	17,308,336	18,077,000	11,546,113	18,077,125	18,073,500	18,075,875	18,077,375	18,075,750
Revenue Funded Capital	5,624,896	6,900,000	853,420	2,057,579	902,000	761,000	995,000	-
2024 Purchase Power Securitization	-	-	(31,500,000)	7,129,426	7,129,189	7,133,114	7,129,648	7,128,001
Supplementals	-	-	-	3,788,807	-	-	-	-
Baseline Adjustments	-	-	-	871,702	-	-	-	-
Total Expenditures	\$ 366,978,809	\$ 308,153,595	\$ 152,387,182	\$ 396,335,848	\$ 396,714,550	\$ 415,065,102	\$ 427,502,942	\$ 437,053,742
Ending Fund Balance	\$ 107,823,791	\$ 91,077,016	\$ 108,426,935	\$ 112,005,376	\$ 116,202,472	\$ 126,569,082	\$ 138,317,354	\$ 153,288,012
Revenue Sufficiency Requirement				1.5%	5.5%	5.0%	5.0%	5.5%
Working Capital	29,358,305	24,652,288	12,190,975	31,706,868	31,737,164	33,205,208	34,200,235	34,964,299
Operating Fund Reserve	78,465,486	65,415,103	96,235,960	80,298,508	84,465,308	93,363,874	104,117,118	118,323,713
<b>Target Reserves</b>								
Working Cptl - 8% / Op Reserve Target - 38%	154,524,014	120,103,676	62,876,388	154,030,385	154,740,824	163,249,445	168,634,263	173,386,901
Working Cptl - 8% / Op Reserve Target - 61%	231,786,021	180,155,514	94,314,582	231,045,578	232,111,236	244,874,167	252,951,395	260,080,351
Debt Service Coverage Ratio (DSCR)	1.01	1.23	1.25	1.47	1.58	1.70	1.70	1.70



# Electric – Budget Request Packages

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## Summary

### Baseline Adjustments

• Electric Parts Replacement	\$565,598
• Increase to Freight Charges	\$182,204
• Increase to Software Licenses	\$63,900
• Increase to Rental Equipment	\$10,000
• Increase to Meter Reading Contract	\$50,000

### Supplemental Requests

• Personnel Requests (16.5 FTEs)	\$2,312,292 (incl. benefits)
• Equipment & Supplies for new FTEs	\$222,954
• GIS Cloud Management Service	\$315,000

<b>Total Requests</b>	<b>\$3,721,948</b>
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# DME – Position Summary

Division	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Preliminary
Electric Administration	10.00	13.00	14.00	14.00
Energy Management Organization	14.00	14.00	14.00	17.00
Energy Services Organization	6.00	6.00	6.00	7.00
Electric Regulatory and Risk	9.00	4.00	4.00	4.00
Denton Energy Center	17.00	17.00	17.00	18.00
Electric Safety and Training	3.00	3.00	3.00	3.00
Electric Operations and Maintenance	24.00	24.00	24.00	28.00
Electric System Operations	19.00	22.00	22.00	20.00
Electric Distribution	28.00	28.00	28.00	28.00
Electric Substations	10.00	10.00	10.00	10.00
Electric Engineering	26.00	27.00	27.00	29.50
Electric Metering Operations	16.00	16.00	16.00	17.00
Electric Technology Operations	3.00	3.00	3.00	5.00
Total	185.00	187.00	188.00	200.50



# DME – Position Requests

Division	Business Unit / Position Title	FTE(s)
Energy Management Organization	Senior Business Intelligence Analyst	1
Energy Management Organization	Senior Energy Market Analyst	1
Energy Management Organization	Senior ERCOT Transmission Analyst	1
Energy Services Organization	Business Analyst	1
Denton Energy Center	Production Engineer	1
Electric Operations & Maintenance	Apprentice Step B	1
Electric Operations & Maintenance	Construction Supervisor	1
Electric Operations & Maintenance	Journeyman Lineman Position	1
Electric Operations & Maintenance	Lead Lineman	1
Electric Systems Operations	Generation Operations Compliance Officer	1
Electric Systems Operations	Operations & Planning Compliance Officer	1
Electric Engineering	Engineering Intern	0.5



# DME – Position Requests

Division	Business Unit / Position Title	FTE(s)
Electric Engineering	Logistics Specialist	2
Electric Metering Operations	Meter Electrician	1
Electric Technology Operations	Electric Technology Operations Manager	1
Electric Technology Operations	Smart Grid Operations Analyst	1
	<b>Total</b>	<b>16.5</b>



# DME – 5-Year Capital Plan

Distribution Projects	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Automated Meter Reading	\$ 1,238,730	\$ 1,203,793	\$ 1,239,907	\$ 730,710	\$ 797,575	\$ 5,210,715
Building Construction	2,500,000	2,500,000	-	-	-	5,000,000
Distribution Substations	6,550,000	9,120,000	2,030,000	5,090,000	6,060,000	28,850,000
Distribution Transformers	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000	35,000,000
Feeder Extensions & Improvements	15,931,000	18,057,000	24,660,000	14,513,000	11,840,000	85,001,000
New Residential & Commercial	9,205,000	9,316,000	9,431,000	9,553,000	8,256,000	45,761,000
Power Factor Improvement	600,000	200,000	200,000	200,000	200,000	1,400,000
Street Lighting	800,000	800,000	800,000	400,000	400,000	3,200,000
Plant Production	6,358,000	-	-	6,000,000	11,000,000	23,358,000
Technology - Software & Hardware	4,090,000	4,300,000	12,000,000	15,500,000	18,500,000	54,390,000
Electric Relocations	6,000,000	5,500,000	5,500,000	5,500,000	1,500,000	24,000,000
Vehicles	-	761,000	1,687,000	995,000	400,000	3,843,000
Distribution Sub-Total	\$ 60,272,730	\$ 58,757,793	\$ 64,547,907	\$ 65,481,710	\$ 65,953,575	\$ 315,013,715



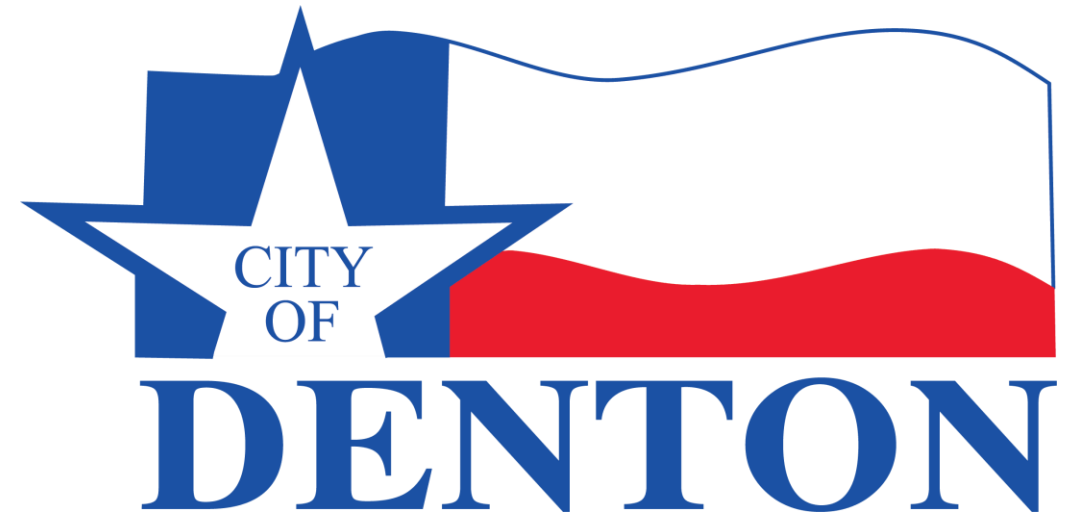
# DME – 5-Year Capital Plan

Transmission Projects	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Transmission Lines	\$ 6,400,000	\$ 14,075,000	\$ 6,725,000	\$ 1,300,000	\$ 9,295,000	\$ 37,795,000
Transmission Substation	8,350,000	6,180,000	1,640,000	5,325,000	11,655,000	33,150,000
Transmission Sub-Total	\$ 14,750,000	\$ 20,255,000	\$ 8,365,000	\$ 6,625,000	\$ 20,950,000	\$ 70,945,000

Project Totals	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Sub-Total Distribution	\$ 60,272,730	\$ 58,757,793	\$ 64,547,907	\$ 65,481,710	\$ 65,953,575	\$ 315,013,715
Sub-Total Transmission	14,750,000	20,255,000	8,365,000	6,625,000	20,950,000	70,945,000
Grand Total	\$ 75,022,730	\$ 79,012,793	\$ 72,912,907	\$ 72,106,710	\$ 86,903,575	\$ 385,958,715

Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Debt Funding	\$ \$67,770,151	\$ 71,450,793	\$ 72,151,907	\$ 71,111,710	\$ 83,213,575	\$ 366,435,715
Revenue Funding	2,102,579	902,000	761,000	995,000	-	3,968,000
Cost Participation	5,150,000	6,660,000	-	-	3,645,000	15,455,000
Total	\$ 75,022,730	\$ 79,012,793	\$ 72,912,907	\$ 72,106,710	\$ 86,903,575	\$ 385,958,715

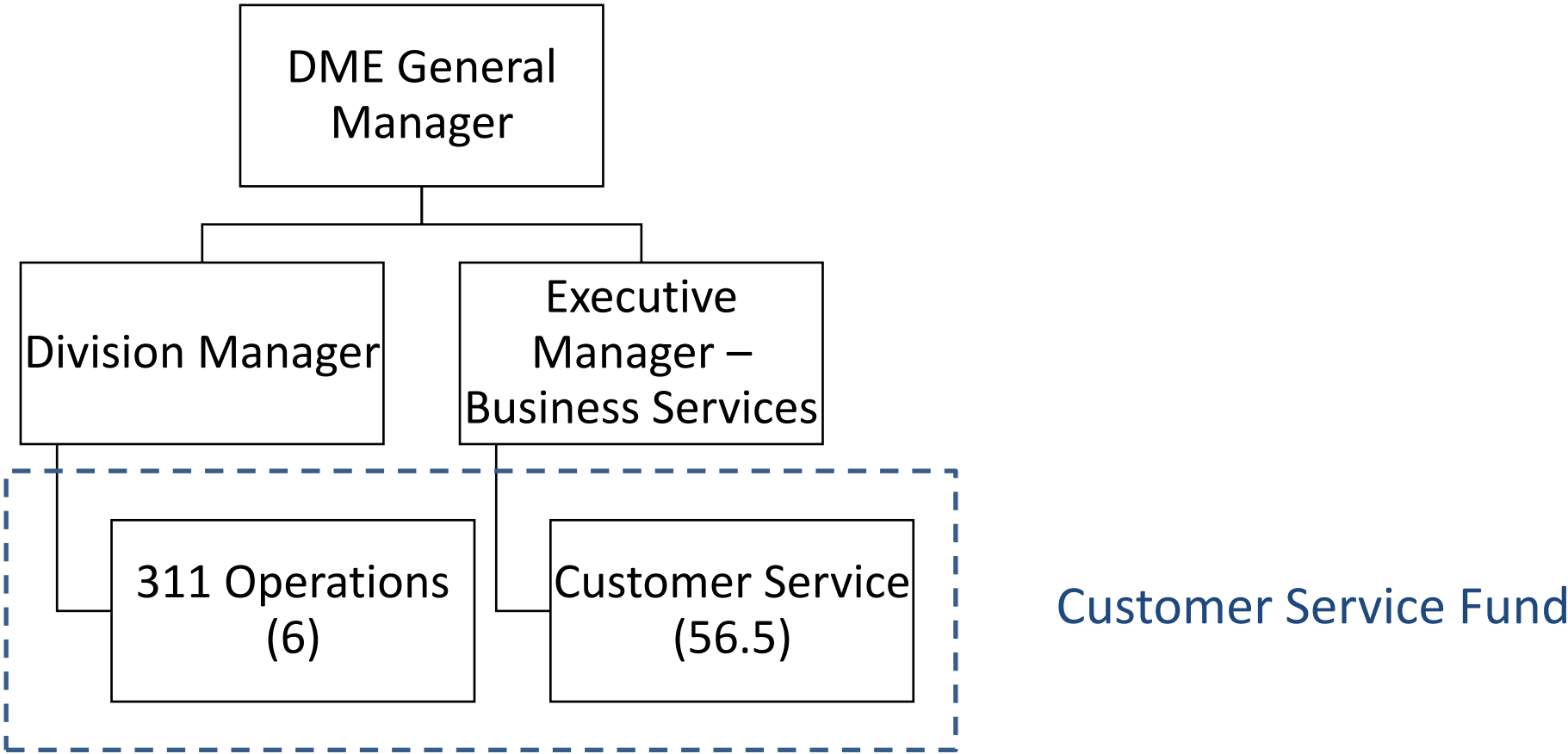




# Customer Service



# Customer Service - Organizational Chart



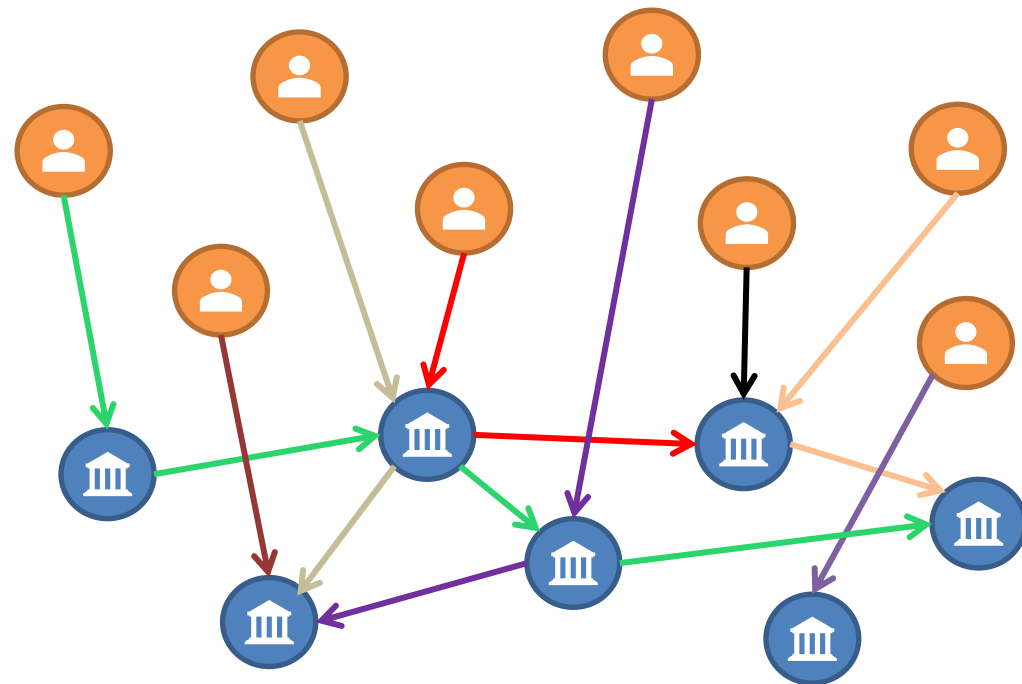
**Total FTE Count:**  
**62.50**



# 311 Call Center

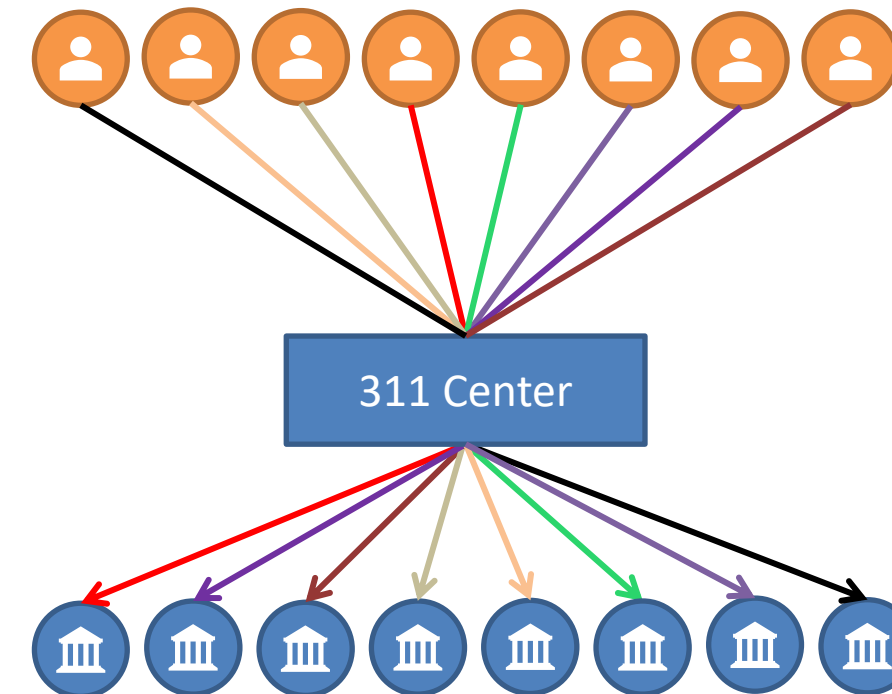
## 311 Call Center:

- A 311 center utilizes centralized staff to streamline access to City services, increase departmental efficiencies, and provide citizens a single point of contact for all their needs.



Decentralized Contact Structure

TO



Centralized Contact Structure



# Customer Service – Position Summary

Division	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Preliminary
Customer Service	56.50	62.50	55.50	55.50
311 Call Center	0.00	0.00	6.00	10.00*
Total	56.50	62.50	61.50	65.50

*\* 4 FTEs proposed to move from DME Dispatch to Customer Service*

## FY 2025 Position Request

- Move and reclassify 4 DME Dispatch FTEs to 311 Call Center Representatives



# Customer Service – Budget Request Packages

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## Summary

### Baseline Adjustments

• Increase for USPS Postage	\$40,000
• Engage Denton Contract Price Increase	\$11,000
• 311 Service Software Contract Increase	\$24,000

### Supplemental Requests

• Software and Buildout for 311	\$75,200
• Credit and Collection Process Review	\$15,000
• Operational Review	\$65,000

<b>Total Requests</b>	<b>\$230,200</b>
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# Customer Service – Financials

	FY 2023 Actual	FY 2024 Budget	FY 2024 Actual YTD	FY 2025 Preliminary	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Other Fees	\$ 333,408	\$ 120,000	\$ 320,585	\$ 427,447	\$ 440,270	\$ 454,238	\$ 462,957	\$ 476,889
Transfer In - General Fund	203,477	178,528	119,019	219,085	225,603	232,371	239,342	246,522
Transfer In - Electric	3,686,683	4,926,320	3,284,213	5,805,760	5,978,472	6,157,827	6,342,561	6,532,838
Transfer In - Water	1,069,005	1,322,996	881,997	1,424,054	1,466,418	1,510,410	1,555,723	1,602,394
Transfer In - Wastewater	1,256,265	1,561,065	1,040,710	1,643,140	1,692,020	1,742,781	1,795,065	1,848,916
Transfer In - Solid Waste	1,712,127	1,720,712	1,147,141	1,862,225	1,917,623	1,975,152	2,034,406	2,095,439
Other Transfers In	14,318	26,999	17,999	31,648	31,648	32,598	33,576	34,583
<b>Total Revenues</b>	<b>\$ 8,275,283</b>	<b>\$ 9,856,620</b>	<b>\$ 6,811,665</b>	<b>\$ 11,413,360</b>	<b>\$ 11,752,055</b>	<b>\$ 12,105,377</b>	<b>\$ 12,463,630</b>	<b>\$ 12,837,582</b>
Personnel	\$ 4,108,634	\$ 5,124,708	\$ 2,762,698	\$ 6,567,748	\$ 6,764,780	\$ 6,967,724	\$ 7,176,756	\$ 7,392,058
Materials & Supplies	358,870	434,130	258,311	474,130	488,354	503,005	518,095	533,637
Maintenance & Repair	-	1,500	140	1,500	1,545	1,591	1,639	1,688
Insurance	78,150	114,760	76,507	113,609	117,017	120,528	124,144	127,868
Miscellaneous	1,972	2,350	-	2,350	2,421	2,493	2,568	2,645
Operations	2,466,277	2,773,874	1,634,501	2,619,874	2,698,470	2,779,424	2,862,807	2,948,691
Cost of Service - General Fund	167,955	571,491	380,994	571,491	588,636	606,295	624,484	643,218
Cost of Service - Other	641,847	753,933	502,622	753,933	776,551	799,848	823,843	848,558
Debt Service Transfers	81,225	79,874	71,325	78,525	77,175	80,250	77,750	80,125
Supplementals	-	-	-	155,200	159,856	164,652	169,591	174,679
Baseline Adjustments	-	-	-	75,000	77,250	79,568	81,955	84,413
<b>Total Expenditures</b>	<b>\$ 7,904,929</b>	<b>\$ 9,856,620</b>	<b>\$ 5,687,098</b>	<b>\$ 11,413,360</b>	<b>\$ 11,752,055</b>	<b>\$ 12,105,376</b>	<b>\$ 12,463,630</b>	<b>\$ 12,837,582</b>

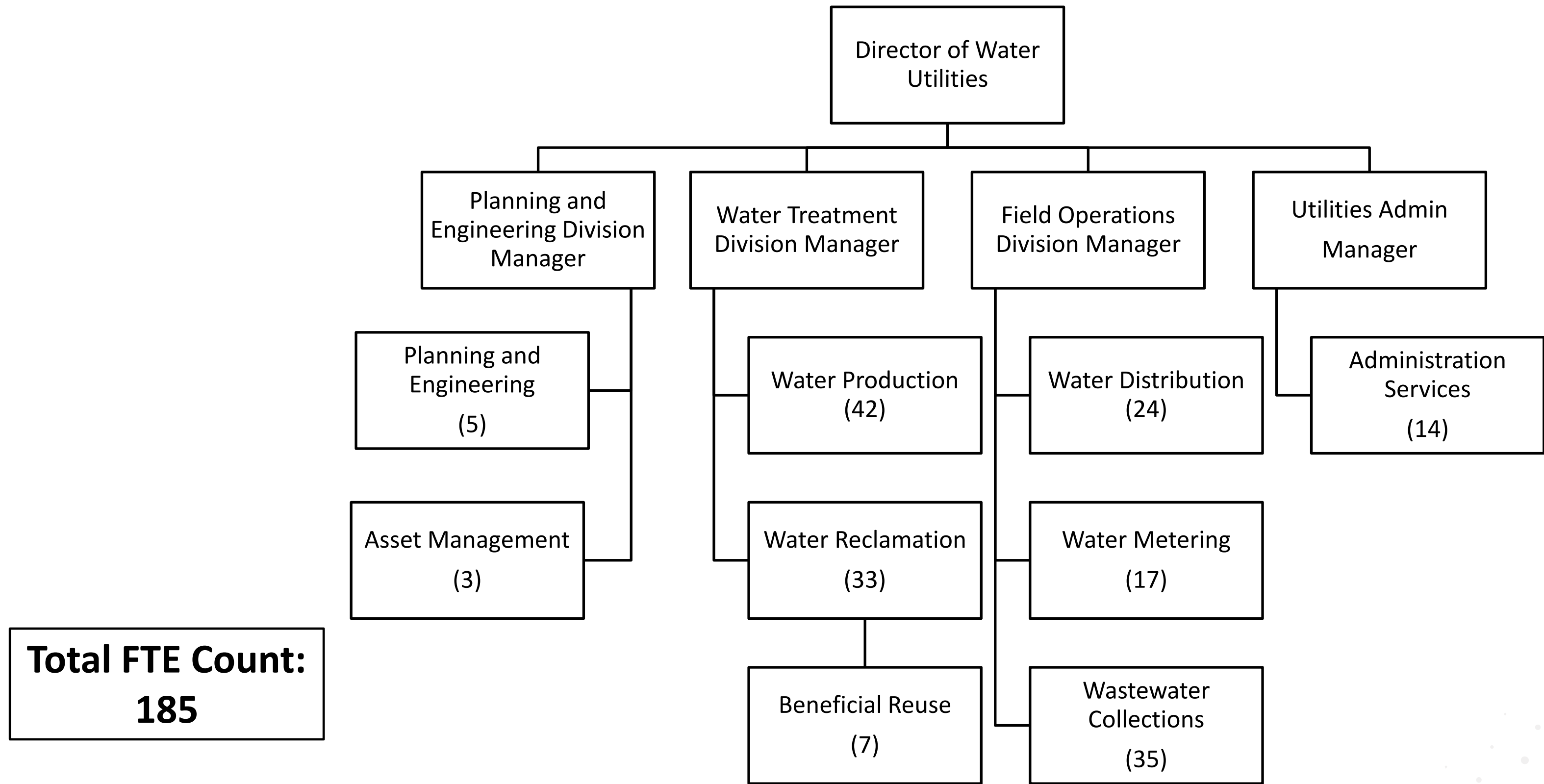




# Water, Wastewater & Drainage



# Water & Wastewater - Organizational Chart





# FY 2024-25 Water Fund Overview

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## Growth Projections

- 3.4% Growth in Residential Customers
- 5.3% Growth in Commercial Customers
- Additional factors include timing of Hunter Cole Development & MUD Growth

## Revenue Projections

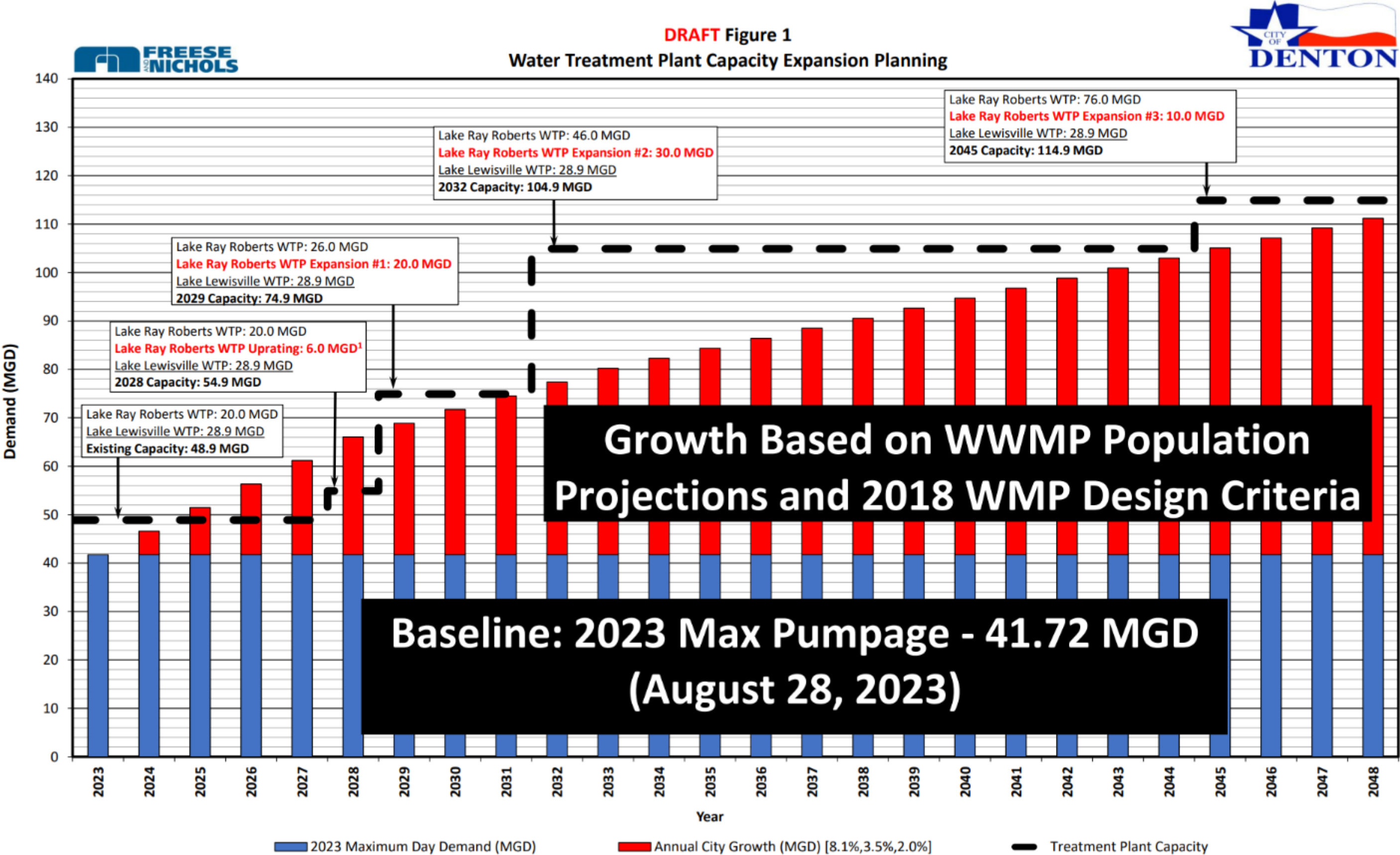
- 3.0% increase in rate revenues based on growth
- Water conservation implementation impacts
- Texas Water Development Board Funding (RRWTP Expansion Project)

## Expense Projections

- Increase in Personnel Costs
  - City-wide compensation adjustment for inflation & competitive market



# Water Distribution – Water Demand Forecast





# Water Fund – 5-Year Forecast

Water Fund	FY 2023 Actuals	FY 2024 Budget	FY 2024 Actuals YTD	FY 2025 Preliminary	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Beginning Fund Balance	\$ 29,588,453	\$ 30,178,974	\$ 39,926,399	\$ 37,161,701	\$ 36,962,488	\$ 33,933,053	\$ 28,674,523	\$ 26,359,400
<b>Resources</b>								
Rate Revenues	\$ 48,358,373	\$ 46,404,583	\$ 31,271,965	\$ 49,511,119	\$ 52,481,786	\$ 55,630,693	\$ 58,968,535	\$ 62,506,647
Non-rate Revenues	10,881,357	16,450,861	4,625,074	4,897,741	5,044,673	5,196,014	5,351,894	5,512,451
Interest Income	861,629	300,000	1,146,166	1,201,184	1,194,745	1,096,824	926,851	852,019
Total Revenues	60,101,359	63,155,444	37,043,205	55,610,044	58,721,204	61,923,531	65,247,280	68,871,117
Use of Reserves	-	-	4,163,925	199,213	3,029,436	5,258,530	2,315,123	-
Total Resources	\$ 60,101,359	\$ 63,155,444	\$ 41,207,130	\$ 55,809,257	\$ 61,750,640	\$ 67,182,061	\$ 67,562,403	\$ 68,871,117
<b>Expenditures</b>								
Purchased Power	1,774,059	1,481,328	1,381,984	1,481,328	1,525,766	1,571,541	1,618,688	1,667,249
Purchase of Water	936	3,000	1,358	3,000	3,090	3,183	3,278	3,377
Personnel Services	9,322,841	11,458,321	7,980,103	12,583,052	12,960,544	13,349,360	13,749,841	14,162,336
O&M	8,249,703	7,794,903	6,922,772	7,902,978	8,140,067	8,384,269	8,635,797	8,894,871
Administrative Cost	4,063,833	3,944,389	2,485,777	4,208,445	4,460,952	4,728,609	5,012,325	5,313,065
Miscellaneous Expense	220,910	107,865	52,210	107,865	111,101	114,434	117,867	121,403
Debt Service Transfers	10,216,828	11,849,983	11,849,983	14,729,464	19,312,200	23,336,639	22,259,761	21,745,688
Capital Transfers	5,999,606	13,722,000	2,215,000	430,562	443,479	456,783	470,487	484,601
Impact Fees	1,938,055	-	-	-	-	-	-	-
Interfund Transfers	8,116,076	8,312,192	8,317,943	10,456,427	10,770,120	11,093,223	11,426,020	11,768,801
Fixed Assets	65,936	35,000	-	36,050	37,132	38,245	39,393	40,575
Baseline Adjustments	-	-	-	2,912,655	3,000,035	3,090,036	3,182,737	3,278,219
Supplementals	-	-	-	957,431	986,154	1,015,739	1,046,211	1,077,597
Total Expenditures	\$ 49,968,783	\$ 58,708,981	\$ 41,207,130	\$ 55,809,257	\$ 61,750,640	\$ 67,182,061	\$ 67,562,403	\$ 68,557,780
Ending Fund Balance	\$ 39,721,029	\$ 34,625,437	\$ 35,762,474	\$ 36,962,488	\$ 33,933,053	\$ 28,674,523	\$ 26,359,400	\$ 26,672,737
Revenue Required Increase				3.0%	3.0%	3.0%	3.0%	3.0%
Working Capital	3,997,503	4,696,718	3,296,570	4,464,741	4,940,051	5,374,565	5,404,992	5,484,622
Operating Reserve	35,723,526	29,928,719	32,465,903	32,497,748	28,993,001	23,299,958	20,954,407	21,188,114
<b>Target Reserves</b>								
Working Capital - 8% / Op Reserve - 25%	16,489,699	19,373,964	13,598,353	18,417,055	20,377,711	22,170,080	22,295,593	22,624,067
Working Capital - 8% / Op Reserve - 42%	24,984,392	29,354,491	20,603,565	27,904,628	30,875,320	33,591,030	33,781,202	34,278,890
Debt Service Coverage Ratio (DSCR)	2.90	1.89	1.05	1.30	1.10	1.00	1.14	1.28



# Water – Budget Request Packages

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## Summary

### Baseline Adjustments

• Employee Recruitment	\$75,000
• Increase in Chemical Costs	\$1,792,000
• Small Tools & Equipment	\$10,500
• Turf & Irrigation Controller Program	\$500,000
• Software Licenses	\$51,000
• Army Corp Engineers Fees	\$73,355
• Protective Gear	\$11,800
• Sludge Recycling to Landfill	\$215,000
• Machinery Equipment Repair	\$184,000

### Supplemental Requests

• Personnel Requests (9 FTEs)	\$957,431 (incl. benefits)
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<b>Total Requests</b>	<b>\$3,870,086</b>
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# Water – Position Summary

Division	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Preliminary
Water Administration	16.00	19.00	19.00	21.00
Sustainability	10.50	-	-	-
Planning and Engineering	7.00	8.00	8.00	8.00
Production	39.00	42.00	42.00	49.00
Distribution	26.00	24.00	24.00	24.00
Metering	16.00	17.00	17.00	17.00
Laboratory	5.00	-	-	-
Total	119.50	110.00*	110.00	119.00

\* 15.5 FTEs moved to Environmental Services in FY 2024



# Water – Position Requests

Division	Business Unit / Position Title	FTE(s)
Water Production	Water Operator (Ray Roberts)	3
Water Production	Water Operator (Lake Lewisville)	4
Water Administration	Apprentice	1
Water Administration	Assistant General Manager	1
Total		9



# Water – 5-Year Capital Plan

Projects	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Booster Stations	\$ 750,000	\$ 1,200,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ 7,950,000
Field Service Replacement	1,050,000	1,102,500	1,157,625	1,215,506	1,269,319	5,794,950
Facility Improvements	3,000,000	5,780,000	-	6,000,000	-	14,780,000
Oversize Lines	5,360,000	5,075,000	1,250,000	10,720,000	5,700,000	28,105,000
Replace Lines	22,976,139	12,281,313	12,749,273	13,575,734	14,402,195	75,984,654
Taps, Fire Hydrants, & Meters	10,269,615	10,280,703	392,124	411,731	429,947	21,784,120
Transmission Lines	5,950,000	13,450,000	18,400,000	2,200,000	2,200,000	42,200,000
Plant Improvements	80,640,000	45,910,000	54,200,000	44,200,000	43,300,000	268,250,000
Vehicles	430,562	426,931	524,035	475,483	-	1,857,011
<b>Total</b>	<b>\$ 130,426,316</b>	<b>\$ 95,506,447</b>	<b>\$ 91,673,057</b>	<b>\$ 81,798,454</b>	<b>\$ 67,301,461</b>	<b>\$ 466,705,735</b>

Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Debt Funding*	\$ 129,995,754	\$ 95,079,516	\$ 91,149,022	\$ 81,322,971	\$ 67,301,461	\$ 464,848,724
Revenue Funding	430,562	426,931	524,035	475,483	-	1,857,011
<b>Total</b>	<b>\$ 130,426,316</b>	<b>\$ 95,506,447</b>	<b>\$ 91,673,057</b>	<b>\$ 81,798,454</b>	<b>\$ 67,301,461</b>	<b>\$ 466,705,735</b>



# FY 2024-25 Wastewater Fund Overview

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## Growth Projections

- 3.4% Growth in Residential Customers
- 4.1% Growth in Commercial Customers

## Revenue Projections

- 3.7% increase in rate revenues based on growth
- Rate increase needed to meet debt service coverage ratio and policy targets

## Expense Projections

- Increase in Personnel Costs
  - City-wide compensation adjustment for inflation & competitive market



# Wastewater Fund – 5-Year Forecast

Wastewater	FY 2023 Actual	FY 2024 Budget	FY 2024 Actual YTD	FY 2025 Preliminary	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected
Beginning Fund Balance	\$ 27,072,158	\$ 15,510,254	\$ 16,550,220	\$ 15,240,467	\$ 14,499,935	\$ 15,333,669	\$ 16,353,649	\$ 17,863,860
Resources								
Rate Revenues	26,951,154	30,200,237	21,627,002	35,571,132	42,144,776	50,777,030	60,162,888	70,081,680
Non-Rate Revenues	2,968,450	3,162,768	2,773,423	3,397,079	3,498,991	3,603,961	3,712,080	3,823,442
Other Revenues	5,163,445	4,911,564	610,526	706,525	691,789	724,505	763,039	816,518
Total Revenues	35,083,049	38,274,569	25,010,951	39,674,737	46,335,556	55,105,496	64,638,006	74,721,640
Use of Reserves	11,561,903	1,642,412	6,346,622	740,532	-	-	-	-
Total Resources	\$ 46,644,952	\$ 39,916,981	\$ 31,357,573	\$ 40,415,269	\$ 46,335,556	\$ 55,105,496	\$ 64,638,006	\$ 74,721,640
Expenditures								
Purchased Power	1,081,681	1,200,000	740,085	1,200,000	1,236,000	1,273,080	1,311,272	1,350,611
Fuel	27,818	21,000	21,558	21,000	21,630	22,279	22,947	23,636
Personnel Services	6,513,708	6,551,435	4,539,166	7,357,025	7,577,736	7,805,068	8,039,220	8,280,396
O&M	6,804,533	5,689,436	4,266,453	5,741,497	6,082,199	6,264,665	6,452,605	6,646,183
Administrative Cost	2,474,983	2,619,061	1,828,359	3,596,816	3,582,306	4,316,048	5,113,845	5,956,943
Miscellaneous Expense	1,689	7,898	1,557	7,898	26,881	27,687	28,518	29,374
Debt Service Transfers	8,549,983	8,713,745	8,713,745	10,863,193	14,923,971	22,656,137	30,102,559	37,209,555
Capital Transfers	12,746,862	5,655,475	2,100,000	1,226,282	1,337,494	685,539	690,766	679,993
Impact Fees	500,000	250,000	-	-	-	-	-	-
Interfund Transfers	7,928,429	9,208,931	9,146,650	9,485,199	9,769,755	10,062,848	10,364,733	10,675,675
Fixed Assets	15,264	-	-	-	-	-	-	-
Baseline Adjustments	-	-	-	815,000	839,450	864,634	890,573	917,290
Supplementals	-	-	-	101,359	104,400	107,532	110,758	114,080
Total Expenditures	\$ 46,644,952	\$ 39,916,981	\$ 31,357,573	\$ 40,415,269	\$ 45,501,822	\$ 54,085,516	\$ 63,127,795	\$ 71,883,735
Ending Fund Balance	\$ 15,510,256	\$ 13,867,842	\$ 10,203,598	\$ 14,499,935	\$ 15,333,669	\$ 16,353,649	\$ 17,863,860	\$ 20,701,765
Revenue Sufficiency Requirement				11.0%	11.0%	13.0%	11.0%	9.0%
Working Capital	3,731,596	3,193,358	2,508,606	3,233,222	3,640,146	4,326,841	5,050,224	5,750,699
Operating Fund Reserve	11,778,659	10,674,484	7,694,993	11,266,713	11,693,524	12,026,808	12,813,636	14,951,067
Target Reserves								
Working Cptl - 8% / Op Reserve - 20%	13,060,587	11,176,755	8,780,120	11,316,275	12,740,510	15,143,944	17,675,783	20,127,446
Working Cptl - 8% / Op Reserve - 31%	18,191,531	15,567,623	12,229,453	15,761,955	17,745,710	21,093,351	24,619,840	28,034,657
Debt Service Coverage Ratio (DSCR)	0.99	1.30	0.72	1.38	1.39	1.27	1.24	1.25



# Wastewater – Budget Request Packages

---

## Summary

### Baseline Adjustments

- |                                        |           |
|----------------------------------------|-----------|
| • Increase in Cybersecurity Consulting | \$75,000  |
| • Increase in Chemical Expense         | \$740,010 |

### Supplemental Requests

- |                              |                            |
|------------------------------|----------------------------|
| • Personnel Requests (1 FTE) | \$101,359 (incl. benefits) |
|------------------------------|----------------------------|

<b>Total Requests</b>	<b>\$916,369</b>
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# Wastewater – Position Summary

Division	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Preliminary
Water Reclamation	27.00	33.00	33.00	34.00
Wastewater Collection	33.00	35.00	35.00	35.00
Field Services Group	2.00	-	-	-
Beneficial Reuse	7.00	7.00	7.00	7.00
Laboratory*	4.00	-	-	-
Industrial Pretreatment*	7.50	-	-	-
Drainage	17.00	17.00	17.00	17.00
Watershed Protection	9.00	9.00	9.00	9.00
Total	106.50	101.00	101.00	102.00



# Wastewater – Position Requests

Division	Business Unit / Position Title	FTE(s)
Water Reclamation	Water Reclamation Technician I-IV	1
Total		1



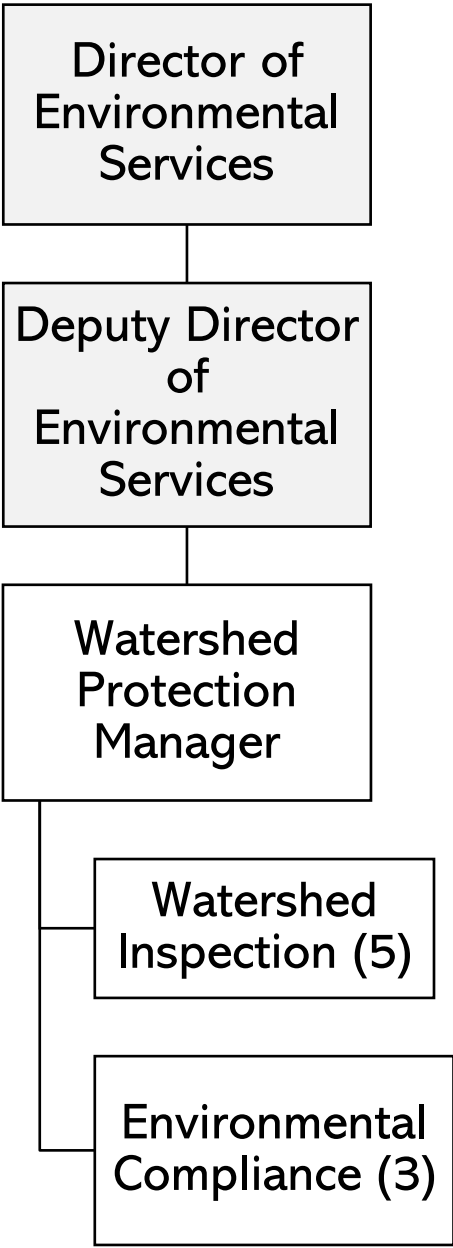
# Wastewater – 5-Year Capital Plan

Projects	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Collection System Upgrade	\$ 4,551,250	\$ 33,641,900	\$ 18,499,500	\$ 16,196,800	\$ 3,910,000	\$ 76,799,450
Watershed Protection	46,000	46,000	16,000	16,000	-	124,000
Drainage Improvements	291,744	400,000	400,000	400,000	400,000	1,891,744
Liftstation Improvements	27,238,000	16,800,000	3,650,000	450,000	450,000	48,588,000
Building Renovation & Misc.	4,450,000	3,050,000	50,000	50,000	50,000	7,650,000
Oversize Lines	13,040,000	19,140,000	13,460,000	12,310,000	10,650,000	68,600,000
Plant Improvements	16,705,000	123,015,000	158,465,000	166,065,000	81,013,000	545,263,000
Replace Lines	30,876,552	27,074,860	22,156,178	15,249,059	14,042,872	109,399,521
Taps, Fire Hydrants, Meters	248,538	251,494	254,539	259,766	264,993	1,279,331
Vehicles	3,028,286	1,375,000	750,000	1,000,000	1,000,000	7,153,286
<b>Total</b>	<b>\$ 100,475,370</b>	<b>\$ 224,794,254</b>	<b>\$ 217,701,217</b>	<b>\$ 211,996,625</b>	<b>\$ 111,780,865</b>	<b>\$ 866,748,332</b>

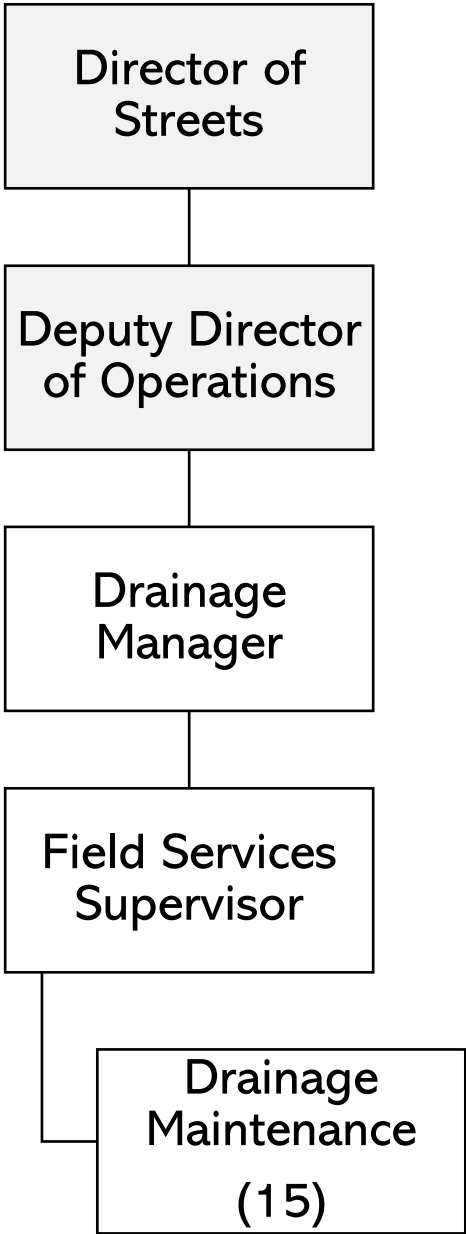


# Drainage Division - Organizational Chart

## Watershed Protection



## Drainage



**Total FTE Count:**  
**26**



# Drainage Division – 5-Year Forecast

Drainage	FY 2023		FY 2024		FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	Actual		Budget		Actual YTD		Preliminary		Projected		Projected		Projected		Projected	
Beginning Fund Balance	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000
Resources																
Rate Revenues		4,803,687		4,960,001		3,733,743		5,072,777		5,172,777		5,272,777		5,372,777		5,472,777
Non-rate Revenues		19,050		72,112		-		177,275		182,594		188,071		193,714		199,525
Operating Transfers In		378,165		378,166		378,166		389,511		401,196		413,232		425,629		438,398
Total Revenues		5,200,902		5,410,279		4,111,909		5,639,563		5,756,566		5,874,080		5,992,119		6,010,700
Use of Reserves		-		-		-		-		-		-		-		-
Total Resources	\$	5,200,902	\$	5,410,279	\$	4,111,909	\$	5,639,563	\$	5,756,566	\$	5,874,080	\$	5,992,119	\$	6,010,700
Expenditures																
Personnel Services		1,998,587		2,590,912		1,681,727		2,788,751		2,872,414		2,958,586		3,047,344		3,138,764
Materials and Supplies		110,484		197,257		73,311		193,707		199,518		205,504		211,669		218,019
Maintenance and Repair		253,041		297,047		241,323		299,247		308,224		317,471		326,995		336,805
Insurance		63,388		69,181		69,181		75,213		77,469		79,793		82,187		84,653
Miscellaneous Expense		25,492		18,350		4,686		18,200		18,746		19,308		19,888		20,484
Operations		582,278		589,287		406,515		628,425		647,278		666,696		686,697		707,298
Capital Transfers		1,625,317		999,688		45,000		856,911		830,434		904,198		774,175		640,251
Interfund Transfers		542,315		648,557		648,558		648,557		668,014		688,054		708,696		729,957
Baseline Adjustments		-		-		-		130,552		134,469		134,469		134,469		134,469
Total Expenditures	\$	5,200,902	\$	5,410,279	\$	3,170,302	\$	5,639,563	\$	5,756,566	\$	5,874,080	\$	5,992,119	\$	6,010,700
Ending Fund Balance	\$	1,000,000	\$	1,000,000	\$	1,941,607	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000
Net Change	\$	-	\$	-	\$	941,607	\$	-	\$	-	\$	-	\$	-	\$	-



# Drainage – Budget Request Packages

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## Summary

### Baseline Adjustments

• Increase to Uniforms	\$1,500
• Office Supplies	\$1,800
• Hire of Equipment	\$15,000
• System Repair Materials	\$5,000
• Outside Contracted Services	\$20,000
• Employee Training	\$25,000
• Vehicle Maintenance	\$29,750
• City Inspections	\$1,600
• Telephone/Mobile Data	\$500
• Protective Clothing	\$2,000
• Small Tools & Instruments	\$21,152
• Compost	\$250
• Roadway Maintenance	\$7,000

<b>Total Requests</b>	<b>\$130,552</b>
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# Rate Summary

History of Rate Increases / (Decreases)  
Preliminary 2025 Rate Revenue Requirements

Utility	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Electric	-3.50%	-	-	-	-	3.00%	1.50%
Water	-	-	-2.00%	-	-	-	3.00%
Wastewater	-5.00%	-	-	-	-	11.00%	11.00%
Solid Waste	-12.00%	-12.00%	-5.00%	-	-	-	1.50%



# Next Steps

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Date	Body	Action
August 10, 2024	City Council	Budget Workshop
September 10, 2024	City Council	Public Hearings
September 17, 2024	City Council	Budget Adoption



# Questions?





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-1193, **Version:** 1

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### **AGENDA CAPTION**

Receive a report, hold a discussion, and give staff direction regarding the nominations of Council members to standing and ad hoc boards, committees, and other internal/external groups, and the associated nomination and appointment processes.

[Estimated Presentation/Discussion Time: 45 minutes]





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## AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary's Office

**CM:** Sara Hensley

**DATE:** July 23, 2024

### **SUBJECT**

Receive a report, hold a discussion, and give staff direction regarding the nominations of Council members to standing and ad hoc boards, committees, and other internal/external groups, and the associated nomination and appointment processes.

### **BACKGROUND**

Participation by Council members in City Council Committees supports the development of City policy and provides an opportunity for issues to be evaluated prior to consideration by the full Council. Additionally, council member representation on other standing, ad-hoc, and/or external bodies ensures the voice of the City of Denton is heard by external organizations. Committee membership assignments are updated annually by the Mayor and City Council to allow for participation by new Council members and to adjust participation if required.

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

Through Internal Staff Report No. 2024-25, provided as part of the July 12, 2024 Friday Report, Council members were asked to identify the bodies on which they wish to serve and to provide those to the City Secretary's office by Friday, July 19, 2024. The presentation will detail only those committees that require appointment in 2024.

The presentation notes those bodies where the Mayor is the nominating authority, specifically the Committee on the Environment.

The City Council will be asked to consider appointments to committees on August 6, 2024, except for the Regional Transportation Council, which will be considered on July 23, 2024. Agenda items will be prepared based on the direction provided in this work session.



## **OPTIONS**

N/A

## **RECOMMENDATION**

N/A

## **PRIOR ACTION/REVIEW (Councils, Boards, Commissions)**

July 12, 2024: Internal Staff Report

## **EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Presentation

Respectfully submitted:

Lauren Thoden  
City Secretary





# City Council Member Appointments

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**Lauren Thoden**  
**City Secretary**

**July 23, 2024**



# Background

- City Council appointments to committees and other bodies are reviewed annually
- Mayor Nominations for Council Committees:
  - Nominated by Mayor and approved by Council
  - Committee on the Environment
- Other Council Member Appointments:
  - City Council Members were asked to identify on which specific bodies they wish to serve
  - ISR 2024-025 (July 12 Friday Report) provided additional information and listing of vacancies





# Oversight and Responsibilities

- Council Committees
  - Authorized by Rules of Procedure, Section 2-29(h)(1)
  - Consist of three members serving at the pleasure of the Council
    - Mobility Committee reorganized 2024 to include citizen participation
  - Committee Chairs are selected by the Committee
  - Provide policy recommendations to Council

## Council Committees

- Committee on the Environment
- Community Partnership Committee
- Mobility Committee





# Required Appointments

## Council Committees

Committee on the Environment	3
Community Partnership Committee*	3
Mobility Committee	3

## Economic Development Bodies

Economic Development Partnership Board**	1
Downtown TIRZ #1 Board	1
TIRZ #2 Board**	1

## Countywide Bodies

Denton Co. Behavioral Health Leadership Team	1
Denton Co. Housing and Homelessness Leadership Team	1
Denton Co. Workforce Success Leadership Team	1
Denton County Transportation Authority (DCTA)	1

## Other Bodies

Dallas Regional Mobility Coalition	1
Discover Denton Advisory Board*	0-2
North Texas Commission	2
Regional Transportation Council	2





# Direction

- Review mayoral nominations to Committee on the Environment
- Review Council member-preferred nominations
  - Council discussion and direction to staff regarding which council members to list for which bodies for formal appointment
- Appointment Timeline:
  - Regional Transportation Council – July 23, 2024
  - All Other Boards, Councils and Committees – August 6, 2024





# Council-Preferred Assignments

COUNCIL COMMITTEES	APPOINTING AUTHORITY (GOVERNANCE)	CURRENT MEMBERS	TERM EXPIRATION	SEATS AVAILABLE FOR APPOINTMENT	COUNCIL MEMBER INTEREST
<b>Committee on the Environment</b>	Mayor; Council Confirms (Resolution)	Beck McGee Holland	Appointments made after each election cycle	Nominations by Mayor: Beck McGee Holland	Beck
<b>Community Partnership Committee<sup>1</sup></b>	Mayor; Council (Resolution)	Byrd McGee Holland	Appointments made after each election cycle	<sup>1</sup> _____ <sup>1</sup> _____ _____	Byrd Jester
<b>Mobility Committee</b>	Mayor; Council (Resolution)	Byrd Beck McGee	Appointments made after each election cycle	_____ _____ _____	Byrd Beck

<sup>1</sup>At least two members who serve on the Community Partnership Committee must also serve on the Discover Denton Advisory Board





# Council-Preferred Assignments

ECONOMIC DEVELOPMENT COMMITTEES	APPOINTING AUTHORITY (GOVERNANCE)	ADDITIONAL REQUIREMENTS	CURRENT MEMBERS	TERM EXPIRATION	SEATS AVAILABLE FOR APPOINTMENT	COUNCIL MEMBER INTEREST
<b>Economic Development Partnership Board*</b>	City Council (Ordinance)	Must be elected officials; <u>separate appointment process</u>	Hudspeth Meltzer	2025 2024	* _____	Meltzer Jester
<b>Tax Increment Reinvestment Zone Number One Board (Downtown TIRZ)</b>	City Council (Ordinance)	Must be elected officials; <u>separate appointment process</u>	Byrd VACANT	2025 2024	_____ _____	Jester Beck
<b>Tax Increment Reinvestment Zone Number 2 Board (West Park)*</b>	City Council (Ordinance)	Must be elected officials; <u>separate appointment process</u>	Hudspeth Meltzer	2025 2024	* _____	Meltzer Jester

\* All members of the Economic Development Partnership Board must also serve on the Tax Increment Reinvestment Zone No. 2 Board





# Council-Preferred Assignments

DENTON COUNTY BODIES	APPOINTING AUTHORITY (GOVERNANCE)	ADDITIONAL REQUIREMENTS	CURRENT MEMBERS	TERM EXPIRATION	SEATS AVAILABLE FOR APPOINTMENT	COUNCIL MEMBER INTEREST
Denton County Behavioral Health Leadership Team	City Council (Denton County Behavioral Health Leadership Team Bylaws)	May be an elected official, senior staff, executive, or community member	Hudspeth Frank Dixon	June 30, 2024 N/A	_____ Staff Member/CMO	Hudspeth
Denton County Housing and Homelessness Leadership Team	City Council (Denton County Homelessness Leadership Team Bylaws)	May be an elected official, senior staff, executive, or community member	Hudspeth Danielle Shaw	June 9, 2024 N/A	_____ Staff Member/CMO	Hudspeth
Denton County Workforce Success Leadership Team	City Council (Denton County Workforce Success Leadership Team Bylaws)	May be an elected official, senior staff, executive, or community member	VACANT (According to Denton County United Way)	June 30, 2025	_____	Byrd Beck
Denton County Transportation Authority (DCTA)	City Council (Texas Transportation Code)	May be an elected official, senior staff, executive, or community member	Alison Maguire Patrick Smith (Alt.)	Nov. 12, 2025 Nov. 12, 2025	_____	





# Council-Preferred Assignments

OTHER BODIES	APPOINTING AUTHORITY (GOVERNANCE)	ADDITIONAL REQUIREMENTS	CURRENT MEMBERS	TERM EXPIRATION	SEATS AVAILABLE FOR APPOINTMENT	COUNCIL MEMBER INTEREST
Dallas Regional Mobility Coalition	Mayor (Dallas Regional Mobility Coalition Bylaws)	Must be the Mayor or another elected official	Hudspeth	None	_____	
Discover Denton Advisory Board <sup>1</sup>	City Council (Discover Denton Advisory Board Policy & Guidelines)	Must be 3 elected officials (*Note: Mayor is automatically a member; the 3 <sup>rd</sup> seat shown vacant is left vacant in order to not have a quorum of the Council on this board.)	Byrd <sup>1</sup> Holland <sup>1</sup> VACANT	Sept. 30, 2025 Sept. 30, 2025 Sept. 30, 2025		
Regional Transportation Council	City Council (Regional Transportation Council Bylaws)	Must be an elected official	VACANT Hudspeth (Alt.)	June 30, 2024 June 30, 2024	_____ _____	Beck Jester Hudspeth (Alt.)
Denton Community Shelter (Loop 288) Advisory Board	City Council (Denton Community Shelter Advisory Board Bylaws)	May be an elected official, senior staff, executive, or community member	Byrd VACANT	April 30, 2026 April 30, 2026	_____	Beck





# Committees – No action required

No Action Required
Agenda Committee (3 members) – Must be the Mayor, Mayor Pro Tem, and City Manager
Development Code Review Committee – Member terms valid through August 31, 2025
Lake Ray Roberts P&Z Commission (1 member) – Must be the Mayor
North Texas Commission – Member term valid through September 30, 2025

Separate Appointment Process
Texas Municipal Power Agency (2 members)





# Questions?







# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-1368, **Version:** 1

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### **AGENDA CAPTION**

Deliberations regarding Real Property - Under Texas Government Code Section 551.072;

Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the potential purchase of real property situated in the J. White Survey, Abstract 1433, in the City of Denton, Denton County, Texas, located off of Colorado Boulevard, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party.





# City of Denton

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215 E. McKinney St.  
Denton, Texas 76201  
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## Legislation Text

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**File #:** ID 24-1371, **Version:** 1

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### **AGENDA CAPTION**

Deliberations regarding Real Property - Under Texas Government Code Section 551.072;

Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the potential purchase of real property situated in the H. Sisco Survey, Abstract 1184, in the City of Denton, Denton County, Texas, located near the intersection of McKinney Street and North Bell Avenue, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party.





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
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## Legislation Text

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**File #:** ID 24-1484, **Version:** 1

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### **AGENDA CAPTION**

Deliberations Regarding Real Property - Under Texas Government Code, Section 551.072; Consultation with Attorneys - Under Texas Government Code Section 551.071.

Discuss, deliberate, and receive information from staff and provide staff with direction pertaining to the potential purchase of real property interests located in the J. Roger, Abstract No 1084, within the City of Denton, Denton County, Texas, generally located along the Hickory Creek Road. The potential purchases are related to the City's Hickory Creek Road Phase 3 Project to construct improvements to Hickory Creek Road (from Riverpass Drive to FM 1830). Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. PR-2022-00917-A Case Style: City of Denton v. Walter E. Leatherwood and Betty A. Leatherwood, Individually and as Trustees of the Walter E. Leatherwood and Betty A. Leatherwood Living Trust pending in the Denton County Probate Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-431, **Version:** 1

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### **AGENDA CAPTION**

Consider approval of the minutes of the July 16, 2024 Regular Meeting.





# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
[www.cityofdenton.com](http://www.cityofdenton.com)

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## AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary's Office

**CM:** Sara Hensley

**DATE:** July 23, 2024

**SUBJECT**

Consider approval of the minutes of the July 16, 2024 Meeting.

**BACKGROUND**

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

**EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – July 16, 2024 Minutes

Respectfully submitted:

Lauren Thoden  
City Secretary



## CITY OF DENTON CITY COUNCIL MINUTES

July 16, 2024

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, July 16, 2024, at 2:01 p.m. in the Council Work Session Room at City Hall, 215 E. McKinney Street, Denton, Texas.

**PRESENT:** Mayor Gerard Hudspeth, Mayor Pro Tem Paul Meltzer and Council Members Vicki Byrd, Joe Holland, Jill Jester, and Brandon Chase McGee (arrived 2:07 p.m.)

**ABSENT:** Council Member Brian Beck

Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

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

### **WORK SESSION**

#### **1. Citizen Comments on Consent Agenda Items**

None

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

- Pulled For Individual Consideration: o Mayor Hudspeth: Item B

#### **3. Work Session Reports**

- A. ID 24-225 Receive a report, hold a discussion, and give staff direction regarding the Fiscal Year 2024-25 preliminary Capital Improvement Program. [Estimated Presentation/Discussion Time: 45 minutes]

The item was presented and discussion followed.

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

- B. ID 24-020 Receive a report, hold a discussion and give staff direction regarding the Water and Wastewater Impact Fee Study Update. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented and discussion followed.



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

- C. ID 24-1316 Receive a report, hold a discussion regarding Rayzor Ranch Build-Out & Public Improvement District. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented and discussion followed.

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

- D. ID 24-1317 Receive a report and hold a discussion on the three potential organizational structure options for the growing City of Denton Convention and Visitors Bureau. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented and discussion followed.

Following discussion, City Council consensus was to allow additional time for the City Manager to meet with a small selection of representatives from each of the two entities to come to an agreed plan on how to proceed and bring a report back to Council.

- E. ID 24-1005 Receive a report, hold a discussion, and give staff direction on pending City Council requests for: 1. Request for a work session to reconsider proposed changes to the Two-Minute Pitch process. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented and discussion followed.

Following discussion, City Council consensus was as follows:

Consensus for a future work session.

The work session ended at 4:39 p.m.

**1. Closed Meeting:**

**CLOSED MEETING HELD**

1. The City Council convened into a Closed Meeting at 4:52 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

- A. ID 24-1331 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, expenses, strategy and options for resolution of litigation in Cause No. DC-22-17013, styled "City of Denton, Texas, acting by and through its Electric Utility Department, Denton Municipal Electric v. Delilah Solar



Energy, LLC and Samson Solar Energy, LLC, pending in the 192nd District Court, Dallas County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.

**DELIBERATED**

- B. ID 24-1332 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 24-1005-481, styled "State of Texas v. City of Denton; Gerard Hudspeth, Mayor of Denton; Brian Beck, Mayor Pro Tem of Denton; Vicki Byrd, Paul Meltzer, Joe Holland, Brandon Chase McGee, and Chris Watts, Members of the City Council of Denton; Sara Hensley, City Manager of Denton; and Doug Shoemaker, Chief of Police of Denton; in their official capacities" pending in the 481st District Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.

**DELIBERATED**

- C. ID 24-1398 Consultation with Attorneys - Under Texas Government Code Section 551.071. Consult with the City's attorneys on the legal status, strategy and options for resolution of litigation in Cause No. 23-11633-442, styled "Antonee Bean, Individually and as Next Friend of R.B., a Minor v. City of Denton" pending in the 442nd District Court, Denton County, Texas; where public discussion of these legal matters would conflict with the duty of the City's attorneys to the City of Denton and the Denton City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or otherwise compromise the City's legal position in pending litigation.

**DELIBERATED**

The closed meeting started at 4:52 p.m. and ended at 6:01 p.m. No votes or actions were taken during the closed meeting.

**REGULAR MEETING**

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Regular Meeting on Tuesday, July 16, 2024, at 6:30 p.m. in the Council Chambers at City Hall, 215 E. McKinney Street, Denton, Texas.

**PRESENT:** Mayor Gerard Hudspeth, Mayor Pro Tem Paul Meltzer and Council Members Vicki Byrd, Joe Holland, Jill Jester, and Brandon Chase McGee

**ABSENT:** Council Member Brian Beck



Also present were City Manager Sara Hensley and City Attorney Mack Reinwand.

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

**1. PLEDGE OF ALLEGIANCE**

- A. U.S. Flag
- B. Texas Flag

**2. PROCLAMATIONS/PRESENTATIONS**

- A. ID 24-1254 Proclamation: Parks and Recreation Month  
**PRESENTED**
- B. ID 24-1273 Recognition: Garland Power & Light to Denton Municipal Electric  
**PRESENTED**
- A. Review of procedures for addressing the City Council.
- B. Reports from members of the public shall be received through the following two (2) methods. A total of up to seven (7) speakers are permitted to provide public comment and may include any combination of prior registration and open microphone speakers.
  - 1) Pre-registration. This section of the agenda permits any person who has registered in advance to make a citizen report regarding a public business item he or she wishes to be considered by the City Council. Each speaker is allowed a maximum of four (4) minutes to present their report. At the conclusion of each report, the City Council may pose questions to the speaker or may engage in discussion. If the City Council believes that a speaker's report requires a more detailed review, the City Council will give the City Manager or City Staff direction to place the item on a future work session or regular meeting agenda and advise staff as to the background materials to be desired at such meeting.

**3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC**

- a. ID 24-1304 Ms. Donna Smith regarding a new day.  
**PRESENTED**
- b. ID 24-1305 Ms. Jayne Howell regarding parking regulations.  
**PRESENTED**



- c. ID 24-1306 Ms. Debbie Scaggs regarding current issues.  
**PRESENTED**
- d. ID 24-1307 Mr. Charles Lee regarding Ceasefire Resolution.  
**PRESENTED**
- e. ID 24-1308 Ms. Erica Garland regarding Planning and Zoning appointment.  
**PRESENTED**
- f. ID 24-1313 Ms. Kimberley Alane Fowler regarding police misconduct.  
**NOT PRESENTED**
- g. ID 24-1358 Mr. Stephen Hipple on hate crimes and human rights.  
**PRESENTED**
- 2) Open Microphone. This section of the agenda permits any person who has not registered in advance for a citizen report to make comments about public business items not listed on the agenda. Such person(s) shall have registered using the "Virtual White Card" or "By Phone" process outlined by the City on its website or meeting notice.

(2) Additional Citizen Reports (Open Microphone)

Citizen comments received are noted on Exhibit A.

**4. CONSENT AGENDA**

The Consent Agenda consisted of Items 4. A - AB. During the Work Session held earlier in the day, Item 4. B was pulled for Individual Consideration by Mayor Hudspeth.

Council Member Jester moved to adopt the Consent Agenda, now consisting of Items 4. A, C-AB. Motion seconded by Council Member Holland.

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck

- A. ID 24-430 Consider approval of the minutes of the June 4, 2024, Regular Meeting, June 18, 2024 Regular Meeting, and June 21 and 22, 2024 City Council Retreat Meeting.  
**APPROVED**



- C. ID 24-1194 Consider approval of a resolution of the City of Denton excusing the July 18, 2024 meeting absence of Persons with Disabilities Committee Member Isaiah Heck; and providing an effective date.

**ASSIGNED RESOLUTION NO. 24-1194**

- D. ID 24-1250 Consider approval of a resolution of the City of Denton excusing the June 6, 2024 and August 8, 2024 meeting absences of Public Art Committee Member Jennifer Lane; and providing an effective date.

**ASSIGNED RESOLUTION NO. 24-1250**

- E. ID 24-1370 Consider approval of a resolution of the City of Denton excusing the July 12, 2024 meeting absence of Community Services Advisory Committee Member Sharon Kremer; and providing an effective date.

**ASSIGNED RESOLUTION NO. 24-1370**

- F. ID 24-1416 Consider adoption of an ordinance approving a Settlement Agreement and Release implementing the terms of the settlement in litigation styled "Antonee Bean, Individually and as Next Friend of R.B., a Minor v. City of Denton;" Cause No. 23-11633-442, pending in the 442nd Judicial District Court, Denton County, Texas; and directing the City Manager or designee and the City's attorneys to effectuate as necessary and appropriate the terms of a Settlement Agreement and Release to effectuate this approval; and declaring an effective date.

**ASSIGNED ORDINANCE NO. 24-1416**

- G. ID 24-1419 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a fourth amendment to an engagement between the City of Denton and King & Spalding, LLP, amending the engagement approved by the City Attorney on March 11, 2022, in the not-to-exceed amount of \$49,500.00; amended by amendments 1, 2, and 3, approved by City Council; said fourth amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 8159 - providing for an additional fourth amendment expenditure amount not-to-exceed \$1,232,237.00, with the total contract amount not-to-exceed \$2,082,237.00).

**ASSIGNED ORDINANCE NO. 24-1419**

- H. ID 24-1387 Consider adoption of an ordinance of the City of Denton, Texas establishing the schedule of rates for electric service to be effective August 1, 2024, and adjusting the energy cost adjustment (ECA) rate to reflect actual ECA revenues, expenses and forecast; providing severability and repealer clauses; and providing an effective date. The Public Utilities Board recommends approval (6-0).

**ASSIGNED ORDINANCE NO. 24-1387**

- I. ID 24-1261 Consider approval of a resolution of the City of Denton authorizing the submission of an application to the Texas Parks and Wildlife Department (TPWD) Local Parks Non-Urban Outdoor Recreation Grant Program 2025 in the amount of \$750,000 for



materials and construction costs of an all-abilities playground at North Lakes Park; and providing an effective date.

**ASSIGNED RESOLUTION NO. 24-1261**

- J. ID 24-1262 Consider approval of a resolution of the City of Denton authorizing the submission of an application to the Texas Parks and Wildlife Department (TPWD) Local Parks Non-Urban Indoor Recreation Grant Program 2025 in the amount of \$1,500,000 for materials and construction costs of an active adult center; and providing an effective date.

**ASSIGNED RESOLUTION NO. 24-1262**

- K. ID 24-1289 Consider approval of a resolution of the City of Denton ratifying the submission of an application to the Texas Department of Housing and Community Affairs (TDHCA) 2024 Emergency Solutions Grant Program in the amount of \$400,000 for an emergency shelter services program; and providing an effective date

**ASSIGNED RESOLUTION NO. 24-1289**

- L. ID 24-1342 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a Professional Services Agreement between the City of Denton and Kimley-Horn and Associates, Inc., amending the contract approved by City Council on February 23, 2021, in the not-to-exceed amount of \$461,100.00; said first amendment to provide design services for the Ryan Road Widening Project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 6590-097 - providing for an additional first amendment expenditure amount not-to-exceed \$1,238,265.15, for a total contract amount not-to-exceed \$1,699,365.15). The Public Utilities Board recommends approval (6 - 0).

**ASSIGNED ORDINANCE NO. 24-1342**

- M. ID 24-1344 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of Change Order No. 5 to the Design-Build Agreement between the City of Denton and Beta Engineering, LLC, for the design and construction of the Hickory Gas Insulated Substation for Denton Municipal Electric; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7670 - Change Order No. 5 in the not-to-exceed amount of \$248,569.09, for a total contract award aggregated to \$41,551,141.48). The Public Utilities Board recommends approval (6 - 0).

**ASSIGNED ORDINANCE NO. 24-1344**

- N. ID 24-1346 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with ReSolved Energy Consulting, LLC, for the supply of Energy Management Office Regulatory Advisement Services for Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8392 - Professional Services Agreement for energy management office regulatory advisement services awarded to ReSolved Energy Consulting, LLC, in the three (3) year not-to-exceed amount of \$715,000.00). The Public Utilities Board recommends approval (6 - 0).



**ASSIGNED ORDINANCE NO. 24-1346**

- O. ID 24-1347 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Construction Manager at Risk contract with Sundt Construction, Inc., for pre-construction services of the Mingo Ruddell Roadway and Quiet Zone project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8490 - awarded to Sundt Construction, Inc., in the not-to-exceed amount of \$585,000.00). The Public Utilities Board recommends approval (5 - 1).

**ASSIGNED ORDINANCE NO. 24-1347**

- P. ID 24-1345 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Westwood Professional Services, Inc. dba Peloton Land Solutions, Inc., for design services for Neighborhood 5B & Oakland Drainage for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-003 - Professional Services Agreement for design services awarded to Westwood Professional Services, Inc. dba Peloton Land Solutions, Inc., in the not-to-exceed amount of \$4,512,215.00). The Public Utilities Board recommends approval (6 - 0).

**ASSIGNED ORDINANCE NO. 24-1345**

- Q. ID 24-1349 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Kirby-Smith Machinery, Inc., amending the contract approved by the City Council on September 20, 2022, in the not-to-exceed amount of \$1,000,000.00; said first amendment to continue to provide additional Komatsu heavy equipment repair services for the Fleet Department; providing for the expenditure of funds therefor; and providing an effective date (IFB-BV 8026 - providing for an additional first amendment expenditure amount not-to-exceed \$250,000.00, with the total contract amount not-to-exceed \$1,250,000.00).

**ASSIGNED ORDINANCE NO. 24-1349**

- R. ID 24-1350 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Palomira Corporation dba Bayou Graphics Corporation, as the primary vendor, and Lessek Enterprises LLC dba Impress Graphics as the secondary vendor, for vehicle graphics, decals, and installation for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8315 - awarded to Palomira Corporation dba Bayou Graphics Corporation and Lessek Enterprises LLC dba Impress Graphics, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$315,000.00).

**ASSIGNED ORDINANCE NO. 24-1350**

- S. ID 24-1351 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with All Out Custom Truck & Body #1 Inc., for the purchase and installation of utility bodies for the Fleet



Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8316 - awarded to All Out Custom Truck & Body #1 Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$1,700,251.00).

**ASSIGNED ORDINANCE NO. 24-1351**

- T. ID 24-1352 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Fuhltilt Industries LLC, dba North DFW Trailers as the primary vendor, and Bragg Trailers, L.L.C. as the secondary vendor, for the procurement of trailers for the Fleet Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8457 - awarded to Fuhltilt Industries LLC, dba North DFW Trailers, and Bragg Trailers, L.L.C., for three (3) years, with the option for two (2) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$1,500,000.00).

**ASSIGNED ORDINANCE NO. 24-1352**

- U. ID 24-1354 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Enviromatic Systems of Fort Worth, Inc., through the Buy Board Cooperative Purchasing Network Contract # 720-23, for the acquisition, repair, and maintenance of building management system controls on heating, ventilation, and air conditioning systems for City buildings for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (File 8528 - awarded to Enviromatic Systems of Fort Worth, Inc., in the one (1) year, with the option for two (2) additional one (1) year extensions, in the total three (3) year not-to-exceed amount of \$2,000,000.00).

**ASSIGNED ORDINANCE NO. 24-1354**

- V. ID 24-1355 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Prestige Elevator Services LLC, for elevator services for various City buildings for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8535 - awarded to Prestige Elevator Services LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in total five (5) year in the not-to-exceed amount of \$750,000.00).

**ASSIGNED ORDINANCE NO. 24-1355**

- W. ID 24-1356 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with RS Welding, LLC, for welding services for various City buildings for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8548 - awarded to RS Welding, LLC, for one (1) year, with the option for four (4) additional one (1) year extensions, in total five (5) year in the not-to-exceed amount of \$4,987,500.00).

**ASSIGNED ORDINANCE NO. 24-1356**



- X. ID 24-1357 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Weaver and Tidwell, L.L.P., for external audit services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (RFP 8562 - awarded to Weaver and Tidwell, L.L.P., in the three (3) year not-to-exceed amount of \$360,500.00).  
**ASSIGNED ORDINANCE NO. 24-1357**

- Y. ID 24-1353 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with TEKSystems, Inc., through the Department of Information Resources (DIR) Cooperative Contract No. DIR-CPO-4638, for Information Technology staff augmentation services for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8503 - awarded to TEKSystems, Inc., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$1,900,000.00).  
**ASSIGNED ORDINANCE NO. 24-1353**

- Z. ID 24-1324 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Classic Chevrolet, Inc., as the primary vendor, and ZT Motors Of Texas Three, LLC dba Ron Carter Chrysler Dodge Jeep Ram, as the secondary vendor, for the supply and repair of light-medium duty vehicles which include sedans, passenger vans, pickup trucks, hybrid, and electric vehicles for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8455 - awarded to Classic Chevrolet, Inc. and ZT Motors Of Texas Three, LLC dba Ron Carter Chrysler Dodge Jeep Ram, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$10,000,000.00).  
**ASSIGNED ORDINANCE NO. 24-1324**

- AA. ID 24-1325 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Grapevine DCJ LLC, as the primary vendor, Gilchrist Automotive Group LLC dba Pegasus CDJR LLC, as the secondary vendor, and GPI TX-DCIV, Inc. dba Denton Chrysler Dodge Jeep Ram, as the tertiary vendor, for the supply and repair of light-medium duty vehicles which include sedans, passenger vans, pickup trucks, hybrid, and electric vehicles for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8462 - awarded to Grapevine DCJ LLC, Gilchrist Automotive Group LLC dba Pegasus CDJR LLC, and GPI TX-DCIV, Inc. dba Denton Chrysler Dodge Jeep Ram, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$10,000,000.00).  
**ASSIGNED ORDINANCE NO. 24-1325**

- AB. ID 24-1326 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Platinum Ford North LLC, as the primary vendor, Bob Moore Auto Group, L.L.C., as the secondary vendor, and ZT Motors of Texas Three, LLC dba Ron Carter Chrysler Dodge Jeep Ram, as



the tertiary vendor, for the supply and repair of Ford light-medium duty vehicles which include sedans, passenger vans, pickup trucks, hybrid, and electric vehicles for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8463 - awarded to Platinum Ford North LLC, Bob Moore Auto Group, L.L.C., and ZT Motors of Texas Three, LLC dba Ron Carter Chrysler Dodge Jeep Ram, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$10,000,000.00).

**ASSIGNED ORDINANCE NO. 24-1326**

**ITEMS PULLED FOR INDIVIDUAL CONSIDERATION**

- B. ID 24-497 Consider nominations/appointments to the City's Boards, Commissions, and Committees: Charter Review Committee and Public Art Committee.

**APPROVED**

**APPOINTMENTS LISTED ON EXHIBIT B**

Mayor Pro Tem Meltzer moved to postpone. No second. Motion died.

Mayor Hudspeth moved to adopt the nominations/appointments as listed in Exhibit B except for Gabriel Kirkpatrick and Angela Brewer. Motion seconded by Council Member Holland.

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, McGee and Jester

NAYS (0): None

ABSENT (1): Council Member Brian Beck

- B. ID 24-497 Consider nominations/appointments to the City's Boards, Commissions, and Committees: Charter Review Committee and Public Art Committee.

Mayor Pro Tem Meltzer moved to adopt the appointment of Gabriel Kirkpatrick to the Charter Review Committee. Motion seconded by Council Member McGee.

Motion resulted in a tied vote.

AYES (3): Mayor Pro Tem Meltzer and Council Members Byrd, and McGee

NAYS (3): Mayor Hudspeth and Council Members Holland and Jester

ABSENT (1): Council Member Brian Beck



- B. ID 24-497 Consider nominations/appointments to the City's Boards, Commissions, and Committees: Charter Review Committee and Public Art Committee.

Council Member McGee moved to adopt the appointment of Angela Brewer to the Charter Review Committee. Motion seconded by Mayor Pro Tem Meltzer.

Motion carried.

AYES (4): Mayor Pro Tem Meltzer and Council Members Byrd, Jester, and McGee

NAYS (2): Mayor Hudspeth and Council Member Holland

ABSENT (1): Council Member Brian Beck

## **5. PUBLIC HEARINGS**

- A. ID 24-1315 Hold a public hearing and consider adoption of an ordinance of the City Council of Denton, Texas, making findings that the proposed service plan and its proposed public improvements will promote the interests of the City and confer a special benefit on a definable part of the City; authorizing a contract of the management of the district and the execution of the service plan; authorizing an assessment method and roll; authorizing a special assessment of the Denton Tourism Public Improvement District; and providing an effective date.

### **ASSIGNED ORDINANCE NO. 24-1315**

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

The item was presented and discussion followed.

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

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

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

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck



- B. ID 24-1125 Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, amending Ordinance No. 2016-189 and updating the Land Use Assumptions, Roadway Capital Improvement Plan, and the imposition of updated Roadway Impact Fees for designated service areas; adopting Roadway Impact Fees per service unit; establishing procedures for the assessment, collection, computation, expenditure, refund and general administration of Roadway Impact Fees; providing for the establishment of accounts for Roadway Impact Fees; providing construction, severability, and conflict clauses; providing for the amendment the Chapter 25 of the Code of Ordinances by creating and codifying Article VI, entitled "Roadway Impact Fees"; providing for codification of sections 25-252 through 25-275 in the Code of Ordinances; and providing for an effective date.

**ASSIGNED ORDINANCE NO. 24-1125**

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

The item was presented and discussion followed.

Mayor Pro Tem Meltzer moved to postpone the item. Motion seconded by Council Member McGee. Discussion followed. No vote.

Pursuant to the City Attorney's advice, amendment of the Motion on the floor to a Motion to Postpone to August 20, 2024 was recommended. Mayor Pro Tem Meltzer moved to postpone to August 20, 2024. Council Member McGee withdrew his second. Motion died.

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

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

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

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck

- C. DCA24-0004a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas amending the Denton Development Code; amendments include but are not limited to providing the uses and development regulations of Appendix A: Rayzor Ranch Overlay District, which is currently "reserved" and referenced in Section 4.8, and providing that the proposed uses and development regulations are being consolidated from existing overlay zoning ordinances and amended accordingly, providing for a penalty in the



maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval by Commissioner Villarreal and second by Commissioner Cole. (DCA24-0004a, Rayzor Ranch Ordinance Consolidation, Hayley Zagurski)

**ASSIGNED ORDINANCE NO. DCA24-0004a**

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

The item was presented and discussion followed.

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

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

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck

- D. S24-0003a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a request for a Specific Use Permit (SUP) to allow for a High-Impact Manufacturing use on approximately 8 acres of land, generally located on the southwest corner of the intersection of Shelby Lane and Dakota Lane, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability; and establishing an effective date. The Planning and Zoning Commission voted [6-0] to recommend approval. Motion for approval by Commissioner Cole and second by Commissioner Pruett. (S24-0003a, Advanced Microbial Solutions, Ashley Ekstedt)

**ASSIGNED ORDINANCE NO. S24-0003a**

Items 5.D. and 5.E. were collectively read into the record, presented, and discussed, but voted on individually.

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

The item was presented and discussion followed.

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



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

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

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck

- E. S24-0004a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a request for a Specific Use Permit (SUP) to allow for a High-Impact Manufacturing use on approximately 9.5 acres of land, generally located on the west side of Dakota Lane, approximately 800 feet south of Shelby Lane, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability; and establishing an effective date. The Planning and Zoning Commission voted [6-0] to recommend approval. Motion for approval by Commissioner Thaggard and second by Commissioner Padron. (S24-0004a, Advanced Microbial Solutions (Dakota), Ashley Ekstedt)

**ASSIGNED ORDINANCE NO. S24-0004a**

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

The item was presented and discussion followed.

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

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

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

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None



ABSENT (1): Council Member Brian Beck

- F. PD24-0005c Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a change in the zoning district and use classification on approximately 52.589 acres of land from the Residential 6 (R6) District to an Overlay Planned Development - Light Industrial (PD-LI) District. The site is generally located north of Blagg Road, approximately 800 feet east of Geesling Road, in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability and an effective date. The Planning and Zoning Commission voted 4-1 to recommend approval of the proposed amendment. Motion for approval by Commissioner Cole and second by Commissioner Pruett. (PD24-0005c, Walker Geesling, Mia Hines).

**ASSIGNED ORDINANCE NO. PD24-0005c**

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

The item was presented and discussion followed.

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

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

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

Motion carried.

AYES (5): Mayor Hudspeth, and Council Members Byrd, Holland, Jester, and McGee

NAYS (1): Mayor Pro Tem Meltzer

ABSENT (1): Council Member Brian Beck

**6. ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. ID 24-1217 Consider approval of a resolution of the City of Denton for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District for a two-year term beginning on October 1, 2024 and ending on September 30, 2026; and providing an effective date.

**ASSIGNED RESOLUTION NO. 24-1217**

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

The item was presented, and no discussion followed.



Council Member McGee moved to adopt the nomination of Jim Carter. Motion seconded by Council Member Jester.

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck

- B. ID 24-1340 Consider approval of a resolution of the City of Denton to appoint a member to the Board of Directors of the Texas Municipal Power Agency, a Texas Joint Powers Agency, to represent the City of Denton, a Texas Home-Rule Municipal Corporation; and declaring an effective date.

**ASSIGNED RESOLUTION NO. 24-1340**

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

The item was presented, and no discussion followed.

Council Member McGee moved to adopt the item with Billy Cheek as the appointee. Motion seconded by Council Member Jester.

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck

- C. A24-0001c Conduct the second of two readings and adopt an ordinance of the City of Denton, Texas annexing approximately 92.382 acres of land, generally located north of Johnson Lane, south of Allred Road and 2,325 feet east of John Paine Road, to the City of Denton, Denton County, Texas; providing for a correction to the City map to include the annexed land; and providing for a savings clause and an effective date. (A24-0001c, Dentex Annexation, Angie Manglaris)

**ASSIGNED ORDINANCE NO. A24-0001C**

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

The item was presented, and no discussion followed.



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

Motion carried.

AYES (6): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Byrd, Holland, Jester, and McGee

NAYS (0): None

ABSENT (1): Council Member Brian Beck

## **7. CONCLUDING ITEMS**

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 8:52 p.m.

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GERARD HUDSPETH  
MAYOR  
CITY OF DENTON, TEXAS

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LAUREN THODEN  
CITY SECRETARY  
CITY OF DENTON, TEXAS

MINUTES APPROVED ON: \_\_\_\_\_







BOARDS & COMMISSIONS - NOMINATIONS LIST Exhibit B						
BOARD/COMMITTEE/COMMISSION	COUNCIL PLACE	NOMINATING CCM	NOMINEE	PRESENT TERM	NEW TERM	STATUS & QUALIFICATION OR PREFERENCE, IF ANY
Charter Review Committee	1	Byrd	Venegas, Magarita	N/A		New
Charter Review Committee	1	Byrd	Zygiel, Jane	N/A		New
Charter Review Committee Pulled for Individual Consideration	2	Beck	Kirkpatrick, Gabriel	N/A		Vote Tied 3-3 to be brought back on the 7/23 agenda
Charter Review Committee	2	Beck	Brewer, Angela	N/A		New
Charter Review Committee	3	Meltzer	Mungiguerra, Peter K.	N/A		New
Charter Review Committee	3	Meltzer	Bray, Kristine	N/A		New
Charter Review Committee	4	Holland	Remski, Julianne	N/A		New
Charter Review Committee	4	Holland	McClure, R Weaver	N/A		New
Charter Review Committee	5	Chase McGee	Molina Poer, Lesly	N/A		New
Charter Review Committee	5	Chase McGee	Johnson, Nathaniel	N/A		New
Charter Review Committee	6	Jester	Davis, Jesse	N/A		New
Charter Review Committee	7	Hudspeth	Fykes, Jeremy	N/A		New
Charter Review Committee	7	Hudspeth	Jones, Michelle	N/A		New
Public Arts Committee	7	Hudspeth	Milne, Will	N/A	UNEXPIRED September 1, 2023 through August 31, 2025	Appointment





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-498, **Version:** 1

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### **AGENDA CAPTION**

Consider nominations/appointments to the City's Boards, Commissions, and Committees: Charter Review Committee and Committee on Persons with Disabilities.





# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
[www.cityofdenton.com](http://www.cityofdenton.com)

## AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary's Office

**CM:** Sara Hensley

**DATE:** July 23, 2024

### **SUBJECT**

Consider nominations/appointments to the City's Boards, Commissions, and Committees: Charter Review Committee and Committee on Persons with Disabilities

### **BACKGROUND**

This item provides for the continued (re)appointment of members whose terms ended in 2021 and 2022. It also provides for appointment to any existing vacancies resulting from resignations or those seats under which existing members are holding over from a previous term.

Exhibit 2 includes those seats for the above-noted Boards, Commissions, and Committees for whom nominations have been received, nominees fully vetted and found to meet all necessary qualifications to serve on the respective board/commission/committee. Only those nominees who have been fully vetted and qualified will be presented for appointment.

This is not a complete listing of nominees received to date as the vetting is still in progress for some or (re)nominations have not been received.

### **EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Nominations List

Respectfully submitted:

Lauren Thoden  
City Secretary



BOARDS & COMMISSIONS - NOMINATIONS LIST Exhibit B						
BOARD/COMMITTEE/COMMISSION	COUNCIL PLACE	NOMINATING CCM	NOMINEE	PRESENT TERM	NEW TERM	STATUS & QUALIFICATION OR PREFERENCE, IF ANY
Charter Review Committee	2	Beck	Kirkpatrick, Gabriel	N/A		New
Charter Review Committee	6	Jester	Danhof, Brian	N/A		New
Committee on Persons With Disabilities	6	Jester	Clark, Chelsie	N/A		Appointment





# City of Denton

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## Legislation Text

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**File #:** ID 24-1400, **Version:** 1

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### **AGENDA CAPTION**

Consider approval of a resolution of the City of Denton providing the July 8, 2024 meeting absence by Public Utilities Board Member Lee Riback be excused; and providing an effective date.





# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
[www.cityofdenton.com](http://www.cityofdenton.com)

## AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary's Office

**CM:** Sara Hensley

**DATE:** July 16, 2024

### **SUBJECT**

Consider approval of a resolution of the City of Denton excusing the July 8, 2024 meeting absence of a Public Utilities Board Member; and providing an effective date.

### **BACKGROUND**

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

Public Utilities Board Member Lee Riback reported the absence on July 8, 2024 was due to pre-planned personal travel.

Denton City Code Section 2-83(c)(1)(b) provides that in the event an absence does not meet any of the above excused absence criteria, a member may submit a request to have the absence excused to the City Secretary's Office in writing no later than ten business days after the date the absence occurred, after which the City Secretary will place an item on the next available City Council agenda for consideration, in accordance with the Texas Open Meetings Act. Member Riback filed the request within the timeline required. The request is being formally presented to City Council.

### **EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Draft Resolution & Exhibit

Respectfully submitted:  
Lauren Thoden  
City Secretary



RESOLUTION NO. 24-1400

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE JULY 8, 2024 MEETING ABSENCE OF A PUBLIC UTILITIES BOARD MEMBER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, Public Utilities Board Member Lee Riback (Member) was absent from the July 8, 2024 meeting, with the purpose of the absence not meeting the criteria for an excused absence; and

WHEREAS, the Member has requested City Council excuse the absence from the July 8, 2024 meeting, for the purpose as stated in Exhibit A; and,

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

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Lee Riback's absence from the July 8, 2024, Public Utilities Board meeting is sufficient to provide the absence be excused.

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

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

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



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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY



BY: \_\_\_\_\_





# B&C NOTIFICATION OF ABSENCE

Per Section 2.83(c) of the Denton City Code, *Members who cannot attend the meeting must contact the chairperson or an appropriate staff liaison concerning his or her absence prior to the meeting. Please also include [citysecretary@cityofdenton.com](mailto:citysecretary@cityofdenton.com) in the notification email.*

MEMBER INFORMATION		
Name	Email	Phone

Date of absence: \_\_\_\_\_

What board, commission, or committee does this absence apply to?

- Select only one
- Submit one form per absence

- |                                                                                  |                                                                      |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Airport Advisory Board                                  | <input type="checkbox"/> Internal Audit Advisory Committee           |
| <input type="checkbox"/> Animal Shelter Advisory Committee                       | <input type="checkbox"/> Library Board                               |
| <input type="checkbox"/> Animal Shelter Advisory Committee                       | <input type="checkbox"/> Parks, Recreation and Beautification Board  |
| <input type="checkbox"/> Board of Ethics                                         | <input type="checkbox"/> Planning and Zoning Commission              |
| <input type="checkbox"/> Committee on Persons with Disabilities                  | <input type="checkbox"/> Public Art Committee                        |
| <input type="checkbox"/> Community Services Advisory Committee                   | <input type="checkbox"/> Public Utilities Board                      |
| <input type="checkbox"/> Denton Code Review Committee                            | <input type="checkbox"/> Sustainability Framework Advisory Committee |
| <input type="checkbox"/> Denton Police Department Chief of Police Advisory Board | <input type="checkbox"/> Traffic Safety Commission                   |
| <input type="checkbox"/> Health and Building Standards Commission                | <input type="checkbox"/> Zoning Board of Adjustment                  |
| <input type="checkbox"/> Historic Landmark Commission                            |                                                                      |

Reason for Absence (Select only one criteria, as applicable. If not noted, see section below.)

- ☐ personal or family illness
- ☐ death of a family member
- ☐ jury duty
- ☐ service in the armed forces
- ☐ testifying before the legislature
- ☐ attending a seminar involving municipal matters of importance to the member's duties
- ☐ absence necessary for the member's business or employment
- ☐ OTHER: \_\_\_\_\_

If your absence is determined to be unexcused (not clearly meeting Criteria 1-7), would you like the City Secretary to submit a request to the City Council to excuse your absence? ☐ Yes ☐ No

Signed by: \_\_\_\_\_





# City of Denton

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## Legislation Text

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**File #:** ID 24-1399, **Version:** 1

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### **AGENDA CAPTION**

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





## AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary's Office

**CM:** Sara Hensley

**DATE:** July 23, 2024

### **SUBJECT**

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

### **BACKGROUND**

In 2014, the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) approved a revision to its Bylaws and Operating Procedures to reflect changes in membership based on the NCTCOG's most recent population and employment figures. The revision included a provision to cluster the City of Denton with several Denton County municipalities with populations greater than 5,000 to meet an optimal population threshold of 208,000 per each RTC seat. The Cities of Denton, Sanger, Corinth, Lake Dallas, Aubrey, Krum, and Oak Point, and the Town of Hickory Creek have been grouped in the "Denton cluster." The RTC Bylaws allows for each seat on the RTC to have a Primary Member and an Alternate Member. The Alternate Member enjoys voting authority and may represent its appointing entity should the Primary Member not be able to attend a meeting.

Since the City of Denton maintains metropolitan planning organization status due to the population threshold established in the 1990 Census and reaffirmed in the 2020 Census, the City of Denton has primacy of appointing representatives to the RTC. On June 22, 2021, Council adopted Resolution 21-1105 appointing Council Members Alison Maguire and Gerard Hudspeth as Primary and Alternate Member, respectively, for an unexpired 2-year term ending June 30, 2022 (such applicable term covering the period of July 1, 2020 and ending June 30, 2022). The appointments were necessitated as a result of the vacancies created following the May 2021 general election.

On June 28, 2022, necessitated by expiration of the prior 2-year term, Council adopted Resolution 22-1047 appointing Council Member Alison Maguire as the Primary Member and Mayor Gerard Hudspeth as the Alternate Member on the RTC to represent the aforementioned cluster of a town and cities. After Council Member Maguire was recalled on November 8, 2022, on December 6, 2022, Council adopted Resolution 22-2439 appointing Council Member Chris Watts as the Primary Member for the unexpired term ending June 30, 2024.

On May 14, 2024, City Council canvassed the results of the May 4, 2024 General Election whereby Jill Jester was elected of Place 6, replacing Chris Watts.



### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

On July 12, 2024, Informal Staff Report 2024-25 was provided to Council requesting Council Members review their current assignments and notify City Secretary which bodies they are interested in serving on by Friday, July 19, 2024. On July 23, 2024, an overview will be provided to City Council regarding appointments to several external boards/committees. At that time, City Council consensus is sought to schedule the appointment of a Primary Member and an Alternate Member to the RTC, for the term ending June 30, 2026.

### **RECOMMENDATION**

Staff recommends appointments be made to the Primary Member and Alternate Member positions on the RTC for the term ending June 30, 2026 (such applicable term covering the period of July 1, 2024 and ending June 30, 2026).

### **EXHIBITS**

Exhibit 1 – Agenda Information Sheet  
Exhibit 2 – Proposed Resolution

Respectfully submitted:

Lauren Thoden  
City Secretary



RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

WHEREAS, on June 28, 2022, the City of Denton appointed Council Member Alison Maguire as the RTC Primary and Council Member Gerard Hudspeth as the Alternate member to the RTC to fill the terms ending June 30, 2024 (such applicable term covering the period July 1, 2022 through June 30, 2024); and

WHEREAS, on November 22, 2022, City Council canvassed the results of the November 8, 2022 Special Election officiating the removal of Council Member Alison Maguire who was recalled under Proposition A at the November 8, 2022 Special Election; and



WHEREAS, on December 6, 2022, the City of Denton appointed Council Member Chris Watts as the RTC Primary Member to fill the vacancy left by the removal of Council Member Alison Maguire; and

WHEREAS, on May 14, 2024, City Council canvassed the results of the May 4, 2024 General Election whereby Jill Jester was elected to Place 6, replacing Chris Watts; and

WHEREAS, the terms for the primary member and alternate member appointments to the RTC expired on June 30, 2024 necessitating the need for appointments to fill these positions; and

WHEREAS, the City Council deems it is in the public interest to appoint locally elected official, \_\_\_\_\_ as the primary member to the RTC and locally elected official, \_\_\_\_\_ as the alternate member to the RTC for the term ending June 30, 2026 (such applicable term covering the period of July 1, 2024 through June 30, 2026); NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

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

SECTION 2. Locally elected official, \_\_\_\_\_, is hereby appointed as the primary member to fill the current unexpired term of the City of Denton to the RTC. The current term expires June 30, 2026.

SECTION 3. Locally elected official, \_\_\_\_\_, is hereby appointed as the alternate member to fill the current unexpired term of the City of Denton to the RTC for the term ending June 30, 2026.

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

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

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



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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY



BY: \_\_\_\_\_





# City of Denton

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## Legislation Text

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**File #:** ID 24-177, **Version:** 1

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2024 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the Director of Community Services, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.





## AGENDA INFORMATION SHEET

**DEPARTMENT:** Community Services

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

**DATE:** July 23, 2024

### **SUBJECT**

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to sign and submit to the Department of Housing and Urban Development a 2024 Action Plan for Housing and Community Development with appropriate certifications, as authorized and required by the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended; authorizing the Director of Community Services, or designee, to sign releases of liens and subordination agreements upon certain conditions; and providing for an effective date.

### **STRATEGIC ALIGNMENT**

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

### **BACKGROUND**

#### **Community Development Funding Overview**

As a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program funds, the City of Denton is required to submit a three or five-year Consolidated Plan (Con Plan) for Housing and Community Development and a corresponding annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). These federal funds are received annually to support the Con Plan and the activities outlined in the City's annual Action Plan. In 2023, the City submitted a five-year Con Plan for the following program years.

- 2023-24 Action Plan – Year 1: Current Year
- 2024-25 Action Plan – Year 2: Recommendations
- 2025-26 Action Plan – Year 3
- 2026-27 Action Plan – Year 4
- 2027-28 Action Plan – Year 5

The annual Action Plan is developed based on strategies outlined in the Con Plan and provides a description of how funds are allocated each Program Year. The annual Action Plan is reviewed and approved by City Council for submission to HUD.

The Community Services Advisory Committee (CSAC) advises the City Council on programs, services, and use of public resources to address complex social problems such as economic instability, housing, homelessness, and meeting community service needs. The CSAC reviews applications for the Community Development Grant Program annually and makes funding recommendations to City Council which includes distribution of local (General Fund) and federal (CDBG and HOME) sources of funding.



### CDBG/HOME Eligible Activities

Eligible activities include housing development, rehabilitation and preservation; improving community facilities and neighborhood infrastructure; public (human) services; economic development; planning; and program administration.

CDBG	HOME
▪ Acquisition	▪ Affordable Rental Housing
▪ Public Facilities and Improvements	▪ Homeownership Assistance
▪ Demolition and Clearance	▪ Tenant Based Rental Assistance
▪ Social Services (15% cap)	▪ Land Acquisition
▪ Housing Programs	▪ New Housing Construction
▪ Economic Development	
▪ Historic Preservation	
▪ Code Enforcement	
▪ Removal of Architectural Barriers	

### Citizen Participation

To gain public input to draft the 2024 Action Plan, staff held a public hearing on November 2 at the MLK Jr. Recreation Center and used an online survey requesting citizen input regarding the use of CDBG and HOME funds. A summary of online surveys is included in Exhibit 1. A final Public Hearing was held June 18, 2024, for feedback on the draft 2024 Action Plan (ID 24-176). Public hearings and survey outreach methods included the following:

1. Information was sent out through Constant Contact to interested citizens, previous clients, committee members, local churches, participating lenders and realtors, neighborhood associations and social services agencies;
2. Newspaper advertisements were posted in the Denton Record Chronicle;
3. Information was sent to City Council members and City employees through the Friday Report;
4. Flyers were posted in City buildings; and
5. Information was posted on social media.

### Available Funding

The City of Denton's 2024 Action Plan reflects local (General Fund), and federal (CDBG and HOME) funding. The City's general fund allocation for the Community Development Grant Program is included in the Action Plan to reflect the City's investment leveraged with federal funds. However, the General Fund recommendations will be considered for approval by City Council during the normal budgeting cycle for FY2024-25. The total grant funding for the PY2024-25 program year is \$1,747,703.52:

#### *Funding Summary by Funding Source*

FUNDING SOURCE	FUNDING AMOUNT	SET-ASIDES	24-25 CSAC ALLOCATION
Community Development Block Grant	\$1,015,047		
Community Development Block Grant - Program Income <sup>1</sup>	\$4,000.00		
Community Development Block Grant – Administration <sup>2</sup>		\$203,009	
Community Development Reallocated Funds <sup>3</sup>		\$0	
CDBG TOTAL	\$1,019,047.00	\$203,009.00	\$816,038.00
HOME Investment Partnership Grant	\$471,992.36		
HOME Investment Partnership Grant - Program Income <sup>1</sup>	\$125,327.33		



FUNDING SOURCE	FUNDING AMOUNT	SET-ASIDES	24-25 CSAC ALLOCATION
HOME Investment Partnership Grant – Administration <sup>2</sup>		\$47,199.00	
HOME Reallocated Funds <sup>3</sup>	\$3,589.83		
HOME TOTAL	\$600,909.52	\$47,199.00	\$553,710.52
General Funds	\$3,492,419.00		
General Funds – Administration		\$2,066,014.00	
General Funds – Homeless Initiatives		\$703,450.00	
General Funds – Rental Repair Program		\$100,000.00	
General Funds – Mentor Denton		\$20,000.00	
General Funds – Development Fee Grant		\$225,000.00	
GENERAL FUND	\$3,492,419.00	\$3,114,464.00	\$377,955.00
<b>TOTAL</b>	<b>\$5,112,375.52</b>	<b>\$3,364,672.00</b>	<b>\$1,747,703.52</b>

<sup>1</sup>Based on HUD's recommendation the actual 2023-24 HOME Program Income will be allocated in the 2024 Action Plan.

<sup>2</sup>HUD allows a maximum percentage of the grant for administration (CDBG 20%/HOME 10%). Set-aside is based on costs for 2 FTE.

<sup>3</sup>The reallocated funds are residual balances from completed projects.

### Committee Recommendations

On April 12, 2024, the CSAC finalized recommendations to City Council for the 2024 Action Plan. All projects and programs to be approved by HUD under the 2024 Action Plan are funded through CDBG, HOME, and program income from the use of these funds. In addition to federal funds, the City Council allocates General Fund dollars each year to provide grants for social service agencies.

The CSAC reviewed funding requests and developed recommendations during their April 12 meeting for the use of CDBG, HOME and City General Fund dollars. The detailed list of funding recommendations including project descriptions, is included in Exhibit 2. Below is a summary of total funding requests and recommendations by funding source. The amount requested and eligible for HOME funds exceeds the amount available by \$309,310.52 and will be considered unprogrammed funds. The unprogrammed funds will be allocated through a substantial amendment process required by HUD by the end of the year.

### 2024-25 Community Development Grant Program Funding Recommendations

	2024-25	Recommendations by Source		
	Recommendation	General Fund	CDBG	HOME
<b>TOTAL</b>	\$1,438,393.00	\$377,955.00	\$816,038.00	\$244,400.00
<b>CDBG FUNDS</b>	\$816,038.00		\$816,038.00	
<b>HOME FUNDS</b>	\$553,710.52			\$553,710.52
<b>GENERAL FUNDS</b>	\$377,955.00	\$377,955.00		
<b>TOTAL FUNDS</b>	\$1,747,703.52	\$377,955.00	\$816,038.00	\$553,710.52
<b>UNPROGRAMMED FUNDS</b>	\$309,310.52	\$0.00	\$0.00	\$309,310.52



## **ESTIMATED SCHEDULE OF PROJECT**

### ***2024-2025 Action Plan Timeline***

<b>PROPOSED ACTIVITY</b>	<b>DATE</b>
Notice of Public Comment Period (Denton Record Chronical/Social Media/Email)	May 19, 2024
30-day Comment Period on Action Plan	May 20, 2024 through June 21, 2024
Public Hearing at City Council	June 18, 2024
City Council considers approval of 2024-25 Action Plan	July 23, 2024
Submission of Action Plan to HUD	August 15, 2024
City Council considers approval of 2024-25 Budget	September 24, 2024
Start of 2024-25 Grant Contracts	October 1, 2024

## **FISCAL INFORMATION**

All projects and programs approved under the 2024-25 Action Plan are funded with CDBG, HOME, and program income from the use of these funds. General fund will be considered during the normal budgeting cycle by City Council for FY2024-25.

## **OPTIONS:**

1. Adopt the Ordinance accepting the 2024 Action Plan as presented;
2. Recommend revisions to the 2024 Action Plan\*

\*The Action Plan must be submitted to HUD on or before August 15, 2024 deadline. Amendments to the Consolidated Plan and Action Plan can be made after adoption.

## **EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Ordinance, 2024 Action Plan, Application and Certifications

Respectfully submitted:  
Dani Shaw  
Director of Community Services

Prepared by:  
Courtney Douangdara  
Deputy Director of Community Services

Luisa Garcia  
Community Development Manager



ORDINANCE NO. 24-177

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A 2024 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT WITH APPROPRIATE CERTIFICATIONS, AS AUTHORIZED AND REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, AND THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED; AUTHORIZING THE DIRECTOR OF COMMUNITY SERVICES, OR DESIGNEE, TO SIGN RELEASES OF LIENS AND SUBORDINATION AGREEMENTS UPON CERTAIN CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton is concerned with the development of viable urban communities, including decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the City of Denton has a special concern for persons of low and moderate income; and

WHEREAS, the City of Denton, as a Community Development Block Grant Entitlement City and a HOME Investment Partnerships (“HOME”) Participating Jurisdiction, has prepared, in accordance with its approved 2023-2027 Consolidated Plan for Housing and Community Development and through a citizen participation process, a program for utilizing its 2024 program year entitlement funds, program income, and reallocated funding from previous years in the approximate amount of \$1,619,956.52 (the “2024 Action Plan”); and

WHEREAS, citizen participation requirements, including the holding of public hearings, have been met; and

WHEREAS, implementation of the 2024 Action Plan will require the execution of releases of liens or subordination agreements related to funding provided in connection with the Home Improvement Program, Homebuyer Assistance Program, Rental Repair Program and certain HOME-related programs; NOW THEREFORE:

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager is hereby authorized to sign and submit to the Department of Housing and Urban Development the 2024 Action Plan, application, and appropriate certifications, attached hereto as Exhibit A and incorporated herein by reference, for entitlement funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.



SECTION 3. The Director of Community Services is hereby authorized to handle all fiscal and administrative matters related to the 2024 Action Plan, application and certifications, including any proportional increases or decreases in project or program funding required to match allocation amounts.

SECTION 4. The Director of Community Services, or designee, is hereby authorized to execute releases of liens, as approved by the City Attorney's Office, related to the funding provided through the 2024 Action Plan and the satisfaction of applicable program requirements.

SECTION 5. The Director of Community Services, or designee, is hereby authorized to execute subordination or similar agreements, as approved by the City Attorney's Office, related to the funding provided through the 2024 Action Plan and the satisfaction of applicable program requirements.

SECTION 6. The City Secretary is hereby authorized to furnish copies of the approved ordinance to all interested parties.

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

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

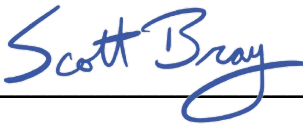
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR



ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_

Scott Bray, Deputy City Attorney



**Exhibit A**  
**2024 Action Plan**



# 2023-2027 City of Denton Consolidated Plan

FOR HOUSING  
& COMMUNITY DEVELOPMENT

## 2024 ACTION PLAN

HOUSEHOLDS	PRIORITY
56	AFFORDABLE HOUSING
421	MAKING HOMELESSNESS RARE, BRIEF & NONRECURRING
467	PUBLIC SERVICES
8,000	PUBLIC FACILITIES, IMPROVEMENTS & INFRASTRUCTURE

**A REPORT FOR THE U.S. DEPARTMENT OF HOUSING &  
URBAN DEVELOPMENT**

Community Development Block Grant (CDBG) Program  
HOME Investment Partnership (HOME) Program



## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

This document serves as the City of Denton's 2024 Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). In accordance with 24 CFR Part 91.220 of Title I of the Housing and Community Development Act of 1974, as amended, the City of Denton is required to submit a One-Year Action Plan to the U.S. Department of Housing and Urban Development. The plan outlines the specific projects and services that will be funded during the 2024 program year (October 1, 2024 through September 30, 2024) to address Denton's strategies stated in the 2023-2027 Consolidated Plan for Housing and Community Development. The 2024 Action Plan covers the second year of Denton's current 2023-2027 Consolidated Plan for housing and community development.

The City of Denton is currently an entitlement city for the Community Development Block Grant (CDBG) Program and a participating jurisdiction for the HOME Investment Partnership (HOME) Program. SF-424 applications and certifications for CDBG and HOME are available in the appendix section (ATTACHMENT 1). Also, included in the appendix are the HUD assurances and certifications.

The City of Denton's total federal and program income funding for 2024 is \$1,619,956.52 (including \$3,589.83 in CDBG and HOME Reprogrammed Funds and CDBG program income). In the previous year, the City of Denton also allocated an estimated HOME program income during the annual Action Plan. The City of Denton has decided to allocate the actual HOME program income received during the 2022-23 program year during the following program year in the 2024-25 Action Plan. The table provides a breakdown of available funding by grant.



FUNDING SOURCE	FUNDING AMOUNT
Community Development Block Grant – Estimate	1,015,047.00
Community Development Block Grant - Program Income <sup>1</sup>	4,000.00
CDBG <sup>4</sup> TOTAL	1,019,047.00
HOME Investment Partnership Grant	471,992.36
HOME Investment Partnership Grant - Program Income <sup>1</sup>	125,327.33
HOME Reallocated Funds <sup>2</sup>	3,589.83
HOME TOTAL	600,909.52
<b>TOTAL</b>	<b>1,619,956.52</b>
<b>Funds Programmed to Activities in Action Plan</b>	<b>1,310,646.00</b>
<b>Unprogrammed Funds (HOME Funds)</b>	<b>309,310.52</b>

**Table 1 - CDBG/HOME Funding**

<sup>1</sup>Based on HUD's recommendation the actual 2022/23 HOME Program Income received will be allocated in the 2024 Action Plan.

<sup>2</sup>The reallocated funds are balance available from the closeout of the Home Improvement Program.

A total of \$1,310,646.00 in CDBG and HOME funds were allocated to eligible projects. The amount requested and eligible for HOME funds exceeds the amount available, so \$309,310.52 is available as unprogrammed funds. The unprogrammed funds will be allocated through a substantial amendment process required by HUD by the end of the year.

Most of the 2024 CDBG and HOME activities will meet the HUD national objectives of benefitting low and moderate-income persons, except for administration activities. The table below provides a summary of the categories for benefitting low and moderate-income persons and the percentage of total funding available in the 2024-25 program year. A total of 80% of all CDBG funds has been allocated to low and moderate-income activities and a total of 41% of all HOME funds. This percentage for the HOME grant will increase to 92% when the unprogrammed funds are allocated to eligible HOME projects.

Categories for Benefitting Low and Moderate-Income Persons	CDBG	% of Grant	HOME	% of Grant
L/M Income Area Benefit	\$203,009	28%		
L/M Income Limited-Clientele	\$144,679	14%		
L/M Income Housing	\$390,359	38%	\$244,400	41%
<b>Total</b>	<b>\$820,038</b>	<b>80%</b>	<b>\$244,400</b>	<b>41%</b>

**Table 2 - National Objectives**



Amendments:

The City of Denton is amending the following Action Plans:

- a) The 2020-21 Action Plans to reallocate \$10,453.28 in CDBG-Coronavirus funds. The substantial amendment would reallocate the balance from the completion of the Denton Community Food Center Addition Project to the Hotel Voucher Program.
- b) The 2021-22 Action Plan to reallocate \$3,589.83 in HOME funds. The minor amendment would reallocate the balance from the completion of the Home Improvement Program to the Homebuyer Assistance Program an existing program.

## 2. Evaluation of past performance

Below is a summary of the number of households or persons served through the CDBG, HOME, and CDBG-CV grants from the 2022 Consolidated Annual Performance and Evaluation Report which is the most recent complete year. The 2022 PY was the third and last year of Denton's 2020-22 Consolidated Plan. Staff focused on housing and public services with an emphasis on homeless assistance and public facility improvements. Below is an overview of the proposed priorities, actual accomplishments, and expenditures by grant including an expenditure rate. During the last year, the Action Plan goals focused on affordable housing (93 persons assisted), public facility improvements (24,494 persons assisted), and public services activities (205 persons assisted) with an emphasis on homeless assistance (161 persons assisted) for a total of 24,953 persons assisted.

2020-23 CONPLAN PRIORITY / ACTIVITY	PERSON ASSISTED	EXPENDITURES					
		CDBG	HOME	CDBG-CV	HOME- ARP	Total	%
Affordable Housing	93	\$492,062	\$561,492			\$1,053,554	45%
Making Homelessness Rare, Brief, and Nonrecurring	161	\$49,920			\$41,170	\$91,090	4%
Public Services	205	\$88,859				\$88,859	4%
Public Facilities, Improvements, and Infrastructure	24,494	\$548,795		\$325,587		\$874,382	37%
Planning and Administration	0	\$185,902	\$43,092		\$4,100	\$233,094	10%
<b>TOTAL</b>	<b>24,953</b>	<b>\$1,365,538</b>	<b>\$604,584</b>	<b>\$325,587</b>	<b>\$45,270</b>	<b>\$2,340,979</b>	

Table 3 - HUD Expenditures and Persons Assisted by ConPlan Priorities



#### 4. Summary of Citizen Participation Process and consultation process

Citizen participation and stakeholder consultation are a key component to our City's Action Plan. Community Services took the following measures to encourage citizen participation throughout the year and additional information and supporting documentation is available in the appendix (Attachment 2):

- **Strategic Partnerships and Collaborations.** The City of Denton has a very strong network of service providers including those providing housing, education, health care and other needed services. The City engages in ongoing active participation in various boards, coalitions, and committees with a commitment to building and maintaining strong collaborative relationships with community partners and interest groups. The City obtains real-time data on community needs from active, participating members of the community including representatives from organizations providing public services, community residents and engaged stakeholders. Over the past four years, the United Way of Denton County, the City of Denton, the Denton Independent School District and other organizations have joined together to review and discuss the provision of services in the Denton area to maximize the benefits derived from available resources.
- **Online Survey.** Web-based surveys are an effective means to complement paper-based or other traditional methods of data collection. Using web-based surveys allows us to reach a greater proportion of the population because they are easily distributed and reach people who rely exclusively on electronic media for news and information. The City collected surveys from October 23, 2023 through November 27, 2023 which generated 61 responses in total. The survey questions focused on housing and community development needs. Community Development utilized social media and solicited City Council, community partners (nonprofits, boards, coalitions, committees), and various city departments and housing providers to assist in distributing the survey across the community. Paper surveys were also made available at meetings, hearings, and City-sponsored events. Paper surveys submitted were entered into the online survey.
- **Funding Workshop.** The City hosted a Funding Priority Workshop November 2 at 6:30 p.m. at the MLK Jr. Recreation Center to provide an update on current funding initiatives and obtain feedback from the community for the prioritization of funds. The workshop was promoted via Constant Contact, social media, the City's website, flyers posted in city facilities and a newspaper ad. Spanish translations were available. Staff made a presentation to review funds, annual performance and solicited comments on how federal funds should be utilized in the community.
- **Public Comment Period.** A draft of the Annual Plan for FY2024 was placed on public display for 30 days beginning from May 20, 2024 to June 21, 2024. Posted an



advertisement in the Denton Record Chronicle. Posted draft plan on the City's website. Solicited comments through Constant Contact, social media, the City's website, flyers posted in city facilities, information circulated on the local Denton Television channel, and a newspaper ad.

- **Public Hearing.** Conducted a final public hearing on June 18, 2024 during the City Council Meeting Regular Session to obtain comments on the proposed use of funds for FY24 Action Plan. The public hearing was promoted through Constant Contact email blast, social media, a webform on the City's website, the City's local television channel and an ad in the local paper. Spanish translations were available. This section will be updated with the comments received at the public hearing.

## **5. Summary of public comments**

A summary of public comments received during the funding workshop, public hearing, results of the public survey, during the 30-day comment period are available in the section above. The appendix also includes supporting documentation on the outreach methods (ATTACHMENT 2).

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

City Council, staff and the Community Services Advisory Committee (CSAC) considered all public comments informing the development of the 2024 Action Plan.

## **7. Summary**

The 2024 Action Plan was developed by requesting public input regarding the use of federal funds. Funding applications were available on December 15, 2023. Application training was provided by the Community Services Staff on the combined community development funding application. The CSAC reviewed applications and held funding hearings in March and April 2024. The committee developed a set of funding recommendations. The 2024 Action Plan was developed based on the CSAC recommendations.



## **PR-05 Lead & Responsible Agencies – 91.200(b)**

### **1. Agency/entity responsible for preparing/administering the Consolidated Plan**

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	Denton	Community Development Division
HOME Administrator	Denton	Community Development Division

**Table 4 – Responsible Agencies**

### **Narrative (optional)**

The City of Denton Community Services is the lead agency responsible for overseeing the development of the Consolidated Plan for the City of Denton. Community Services also administers the Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) Grant.

### **Consolidated Plan Public Contact Information**

City of Denton  
Community Services  
401 N. Elm Street  
Denton, Texas 76201  
Phone: (940) 349-7726  
Fax: (940) 349-7753  
E-mail: [communitydevelopment@cityofdenton.com](mailto:communitydevelopment@cityofdenton.com)  
Website: <http://www.cityofdenton.com>



## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City of Denton encourages the participation of all citizens in the development of the Consolidated and Action Plans and in the review of progress in implementing plan activities. The City of Denton utilizes a variety of methods to consult with residents, social service providers and community development organizations, and to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The participation process for the Consolidated Plan included public hearings, a 30-day public comment period, a community survey for citizens and non-profit agencies, participating in coalitions and committees including focus groups, consultation with various city departments, and consultation with housing providers.

The City particularly encouraged involvement by low- and moderate-income households residing in areas targeted for program activities for minorities and non-English speaking persons, as well as persons with disabilities. Special effort is made to assure that low- and moderate-income persons, households in areas assisted by program activities, and persons with special needs have opportunities to participate.

The City’s approach is to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies by holding public meetings, utilizing public comment periods; gathering community surveys accessible online and in print for citizens and non-profit agencies, through active participating in coalitions and committees, maintaining ongoing consultation with various city departments; and ongoing consultation with housing providers including nonprofits and the Denton Housing Authority.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**



The Continuum of Care (CoC) sets priorities for housing and supportive services to benefit persons experiencing homelessness. The City actively participates in the Balance of State CoC. The Deputy Director of Community Services for the City of Denton currently serves on the board of the Balance of State, CoC Board of directors. The City's Homeless Programs Coordinator serves on the Data workgroup.

This collaboration supported the development of the framework for local housing focused strategies for making homelessness rare, brief, and nonrecurring. The collaboration (consultation) with the CoC has led to full implementation of Denton's Coordinated Entry System (CE) and Housing Priority List (HPL) offering a centralized, community-wide coordinated system of prioritizing and moving people experiencing homelessness (PEH) to permanent housing. The HPL is a list of all households experiencing homelessness in Denton County that have completed a CE housing assessment. CE and the HPL are the system and process that quickly identifies, assesses and refers PEH to housing assistance and supportive services that promote housing stability based on their level of need and special population prioritization status (Veterans, Chronically Homeless and Victims of Domestic Violence). This data is collected and disseminated through a dashboard provided to the public: <https://www.unitedwaydenton.org/homelessness-data-denton-county>.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

ESG consultation is not applicable since Denton does not receive ESG funds from HUD as an annual entitlement. However, the Texas Balance of State (BoS) Continuum of Care (CoC) does manage the local competition for the State Entitlement ESG funds allocated to the BoS from the Texas Department of Housing and Community Development (TDHCA). Since, City staff actively participate in the BoS, CoC, the City does consult with the CoC on ESG priorities for all communities in the BoS CoC.

Working in collaboration and in support of the priorities, CoC grants are awarded locally to provide housing and supportive services. In Denton, these fund permanent supportive housing projects, support for Coordinated Entry/HMIS, and Rapid Re-housing so individuals and families can transition out of homelessness into permanent housing.

Coordination with the Continuum of Care offers both entities expanded access to funding, quality collaborative tools, and greater knowledge resources. Coordination with the CoC offers several benefits to the City of Denton and the CoC. Collaboration includes improved data



collection and better management of available resources by improving the Homeless Management Information System (HMIS). The City invests public funds for HMIS including assistance with licenses and funding for a staff position at the United Way of Denton County for HMIS/Coordinated Entry support in Denton. CoC collaboration improves the relevance of data collected through the annual Point-in-Time (PIT) homeless count and annual Housing Inventory Count (HIC). In consultation with the CoC, the City of Denton staff work with private partners and neighboring entitlement communities to implement the PIT and HIC collaboratively across Denton County.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

See table below for a list of groups organizations and other.



**Table 6 – Agencies, groups, organizations who participated**

<b>Agency/Group/ Organization Type</b>	<b>Agency/Group/ Organization Type</b>	<b>What section of the Plan was addressed by Consultation?</b>	<b>How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>
Child Care Partners: Denton Christian Preschool; Denton City County Day School; Fred Moore Day Nursery School	Affordable Child Care Providers	Public Services and Public Facilities Needs	Affordable Child Care programs and the City participate in United Way's Early Childhood Coalition and distributed City online survey through agency. OUTCOMES: Improved Community Coordination. Ensure high quality, affordable Child Care programs
Committee on Persons with Disabilities	Special Needs Citizen Committee	Public Services and Public Facilities	Review committee reports and actions, present to committee on City programs. OUTCOMES: Committee develops recommendations for improvement of local services and infrastructure for persons with disabilities.
Denton Affordable Housing Corporation	CHDO	Affordable Housing Needs	DAHC participates with the DC Behavioral Health Leadership Team, DC Homelessness Leadership Team along with the City and distributed City online survey through DAHC. OUTCOMES: Partners with City and other organizations to create/preserve affordable rental housing.



Agency/Group/ Organization Type	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Denton County MHMR	Mental Health Service Organization	Public Services Needs	DCMHMR participates with the CoC, DC Behavioral Health Leadership Team, DC Homelessness Leadership Team along with the City and distributed City online survey through DCMHMR. OUTCOMES: To improve and expand Mental Health resources/services including PSH.
Denton County Public Health - Healthy Communities Coalition	Public Health Department, Coalitions	Public Services Needs	Coalition of multiple local services providers including the City and distributed City online survey through DCPH. OUTCOMES: Identify community needs, address gaps in services, and expand resources. Engage in planning activities to improve, expand, and coordinate Healthy Community resources/services.
Denton Housing Authority	PHA	Affordable Housing Needs	Requested information and data from DHA on public housing needs and distributed City online survey through DHA. OUTCOMES: Local housing organizations will work to provide additional affordable housing for Housing Choice Voucher holders and



Agency/Group/ Organization Type	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
			others. Opportunities for better coordination of affordable housing needs including planning.
Denton County Food Insecurity Biweekly	Public Services Assistance Group	Public Services	Coalition of multiple local services providers including the City. City participates in biweekly meetings. OUTCOMES: Collaborate to identify community needs, address gaps in services, and expand resources to decrease food insecurity.
Denton Independent School District	Public Education Entity	Economic and Public Services Needs	Joint City and DISD meetings are hosted. OUTCOMES: Increase intergovernmental collaboration and identify partnerships necessary to address community needs.
Denton County Behavioral Health Leadership Team	Quasi-Governmental Collective Impact Initiative	Homelessness Strategy, Public Services Needs	City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES: Enhance the behavioral health outcomes of all partners by facilitating a shared vision, shared measurements, mutually



Agency/Group/ Organization Type	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
			reinforcing activities, and continuous communication.
Denton County Homelessness Leadership Team & Workgroups: Data, Denton County Homeless Coalition, Housing, Shelter Planning	Quasi- Governmental Collective Impact Initiative	Homelessness Strategy, Public Services Needs	City in public-private partnership by funding the UW initiative. City works in collaboration with partners to increase intergovernmental collaboration and identify community needs. OUTCOMES: Making Homelessness Rare, Brief, and Nonrecurring.
Texas Homeless Network	Lead Agency for the Balance of State CoC	Homelessness Strategy, Public Service Needs	Continuous collaboration and consultation regarding homeless needs in the Denton area. OUTCOMES: Making Homelessness Rare, Brief, and Nonrecurring.

**Table 1 – Agencies, groups, organizations who participate**

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City made every effort to consult all Agency types.



**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
<a href="#">Assessment of Fair Housing</a>	City of Denton (North Texas Regional Housing Assessment)	AFH-AFFH
<a href="#">Denton Plan 2040</a>	City of Denton	Needs Assessment, Market Analysis, AFH-AFFH
<a href="#">Denton Development Code</a>	City of Denton	Needs Assessment, AFH-AFFH
<a href="#">2022 Denton Mobility Plan</a>	City of Denton	Needs Assessment, AFH-AFFH
<a href="#">Parks Master Plan</a>	City of Denton	Needs Assessment
<a href="#">Collective Impact Initiatives</a>	United Way of Denton County	Needs Assessment
<a href="#">ALICE</a> - (Asset Limited, Income Constrained, Employed)	United Way of Denton County	Needs Assessment
<a href="#">CHIP</a> - Community Health Improvement Plan	Denton County Health Department	Needs Assessment
<a href="#">County Health Rankings and Road Map</a>	Denton County Health Department	Needs Assessment
<a href="#">Regional Data and Analysis</a>	North Texas Council of Governments	Needs Assessment, Market Analysis

**Table 5 – Other local / regional / federal planning efforts**

**Narrative (optional)**



## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Denton utilizes a variety of methods to encourage ongoing participation from residents, social service providers and community development organizations. In order to broaden the citizen participation process during the Action Plan, residents were able to access a brief survey regarding the use of CDBG, HOME, and other funding targeted to assist low and moderate-income individuals and households. The survey was promoted via Constant Contact email blasts, social media, the City's website, flyers posted in libraries and recreation centers and an ad in the local paper. The survey was available October through November 2023, and the City received sixty-one responses (61). A summary of survey results is located in the appendix (Attachment 2). The opportunity for residents to provide comments and ideas without attending a public hearing gave staff additional information on existing programs and what can be done to improve services. In the online survey, the top three needs in community facility, community services, housing assistance, infrastructure, neighborhood services, special population, and business and workforce, that respondents stated the City should fund are as follows:

- **Community Facility Needs:** Health Care Facilities (58%); Fire Stations (40%); and Libraries (37%)
- **Community Service Needs:** Mental Health (63%); Transportation Services (57%), and Health Services (51%)
- **Housing Assistance Needs:** Affordable Rental Units (45%); Housing for People with Disabilities (44%); Accessibility Improvements (40%)
- **Infrastructure Needs:** Trash and Debris Removal (32%); Code Enforcement (26%); and Parking Facilities (18%)
- **Neighborhood Service Needs:** Trash and Debris Removal (21%); Parking Facilities (21%); and Code Enforcement (14%)
- **Special Population Needs:** Services for Neglected/Abused Children (68%); and Services for Domestic Violence/Sexual Assault Survivors (51%); and Homeless Services/Shelter (38%)
- **Business and Workforce Needs:** Employment Training (33%); Job Creation/Retention (33%); and Small Business Loans (20%)



This Action Plan includes CDBG and HOME funds for many of the top needs that respondents stated that the City should fund such as childcare centers and services, services for domestic violence/sexual assault survivors, affordable rental units, and fair housing services. The city continues to allocate General Funds to also assist with the top needs such as services for neglected/abused children, health services, mental health, and homeless initiatives.

The City distributed an online survey to obtain community feedback regarding the prioritization of federal funds during FY2024. The survey was promoted via Constant Contact, social media, the City's website, flyers posted in city facilities, the City's local television channel, and a newspaper advertisement.



## Citizen Participation Outreach

**Table 4 – Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ads	Residents of the City of Denton including low and moderate-income, various races and ethnicities, non-English speaking (Spanish) residents in assisted housing, local non –profit service providers.	Requested Public Comment by Phone, Email, Online Survey, or Hearing/Meeting.	Included with 2, 3, and 4 below as applicable.	N/A	October 22, 2023
2	30-day Comment Period		1 comment received during 30-day comment period	One (1) comment was received during the 30-day comment period in support of funding affordable housing and homeless instead of administration.	Comment received. Action Plan included funding for affordable housing and homeless and the maximum allow for administration to carry out CDBG and HOME activities for two staff members.	May 20, 2024 through June 21, 2024
3	In-Person Public Hearing (2)		0 residents attended in-person public hearing	N/A	N/A	November 2, 2023
			1 comment received during public hearing at City Council meeting	One (1) comment was received in-person in support of additional funding in mental health services.	Comment received. Action Plan included funding for mental health services to MHMR of Denton County based on application submitted by agency.	June 18, 2024



**Table 4 – Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Online Survey (2)	All city residents and organizations.	61 surveys were completed.	See summary of the comments. Attachment 2	Comments regarding City services not pertaining to eligible activities under CDBG or HOME funding were not incorporated into the plan(s).	Funding Priority Survey (Oct. 2023 to Nov. 2023)
5	Social Media	All city residents and organizations.	Residents were requested to attend hearings, complete surveys and provide comment.	Included with Sort Order 1 through 4 above as applicable.	N/A	Posting during survey and comment periods on Facebook and Twitter.
6	Denton Television		Posted during survey and public comment periods.	Included with Sort Order 1 through 4 above as applicable.	N/A	Posting during survey and comment periods
7	Community Development Email Listserv (2 Times)	Service providers, residents in low/mod areas, Neighborhood Associations and local churches.	Residents were requested to attend hearings, complete surveys and provide comment.	Included with Sort Order 1 through 4 above as applicable.	N/A	October 2023 May 17, 2024

**Table 6 – Citizen Participation Outreach**



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Details about how we intend to spend specific grant resources in specific activities which tie back to our larger Strategic Plan Goals. The anticipated federal resources below are based on final HUD allocation amounts.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	<ul style="list-style-type: none"> <li>Administration</li> <li>Housing</li> <li>Public Improvements</li> <li>Public Services</li> </ul>	\$1,015,047.00	\$4,000.00	\$0	\$1,019,047.00	\$2,905,593	Denton is expecting level funding during the 2023-2027 ConPlan period.
HOME	Public-federal	<ul style="list-style-type: none"> <li>Administration</li> <li>Housing</li> </ul>	\$471,992.36	\$125,327.33	\$3,589.83	\$600,909.52	\$1,511,391	Denton is expecting level funding during the 2023-2027 ConPlan period.

Table 7 - Expected Resources – Priority Table



**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The CDBG and HOME activities leverage other funding sources to carry out various activities. For the 2024-25 program year, CDBG and HOME projects will leverage an additional \$60,071,015 in federal, state, local, and private fund and include the following:

Proposed General Funds for human services activities	\$377,955
Federal Funds for human services activities	\$17,018,790
State Funds for human services activities	\$22,659,582
Local Funds for human services activities	\$6,965,229
Private Funds for human services activities	\$12,749,459
Federal Funds for affordable housing activities	\$300,000
<b><u>Total Federal, State, Local, and Private Funding</u></b>	<b><u>\$60,071,015</u></b>

The above list includes proposed General from the City of Denton. General fund recommendations will be considered during the normal budgeting cycle and considered for approval in September 2024.

The HOME program requires a participating jurisdiction to provide a 25% match of the federal HOME funds. The City of Denton's local match for the HOME program is \$133,427.54 for the 2024-25 program year. The 25% match of federal HOME grant excludes administrative allowances of 10% and program income. The City of Denton will provide the match from a variety of sources including the following:

- Residual balance of match from prior years.
- Local and state funding provided to Denton Affordable Housing Corporation on eligible HOME projects, such as funds from the Federal Home Loan Bank, Denton County Housing Finance Corporation, and Texas Department of Housing and Community Affairs.
- General Funds provided on eligible HOME projects through the Affordable Housing Fee Grant Program.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan** Not applicable.

**Discussion:** See discussion in previous sections.



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	CDBG/HOME Funding	Goal Outcome Indicator
1	Affordable Housing	2023	2027	Affordable Housing	Denton City Limits	Affordable Housing	\$390,359 CDBG \$244,400 HOME	LMI Households/ Individuals
2	Making Homelessness Rare, Brief and Nonrecurring	2023	2027	Homelessness	Denton City Limits	Homelessness and At-Risk	\$49,679 CDBG	Homeless/At-Risk Households/Individuals
3	Non-Housing Community Development: Public Services	2023	2027	Non-Housing Community Development	Denton City Limits	Public Services	\$95,000 CDBG	LMI Households/ Individuals
4	Non-Housing Community Development: Public Facilities, Public Improvements and Infrastructure	2023	2027	Non-Housing Community Development:	Denton City Limits	Public Facilities, Public Improvements and Infrastructure	\$285,000 CDBG	LMI Households/ Individuals
5	Planning and Administration	2023	2027	Planning	Denton City Limits	Administration	\$203,009 CDBG \$47,199 HOME	N/A

Table 8 – Goals Summary



## Goal Descriptions

1. **Affordable Housing** - Support the provision of quality housing by increasing the availability/accessibility of affordable housing. The City will address the priority need by funding activities including: Home Repair Programs; Homebuyer Assistance Programs; new construction of affordable housing; homelessness prevention (non-HOME rental assistance); rapid re-housing; and supportive services.
2. **Making Homelessness Rare, Brief and Nonrecurring** - The City is providing support for the community's Collective Impact Project, the Denton County Homelessness Leadership Team that seeks to:
  - a. Increase leadership, collaboration, and engagement, with a focus on providing and promoting collaborative leadership at all levels of government and across all sectors
  - b. Strengthen the housing crisis response system's capacity to implement and successful interventions to make Homelessness Rare, Brief and Nonrecurring.
  - c. Increase access to housing, by providing emergency, affordable housing and permanent supportive housing.
  - d. Increase economic security, by improving access to education and increasing meaningful and sustainable employment and improving access to mainstream programs and services to reduce financial vulnerability to homelessness.
3. **Non-Housing Community Development: Public Services** - The City will assist nonprofit organizations in carrying out public service activities assisting low-income persons, children/youth, seniors, persons with disabilities, and persons experiencing or at-risk of homelessness. Services will address social determinants of health (SDOH): economic stability, education access and quality, health care access and quality, neighborhood and built environment and social and community context.
4. **Non-Housing Community Development: Public Facilities, Public Improvements and Infrastructure** - Provides funding for public facility and infrastructure improvements. Public facility projects benefit LMI persons by creating/improving public services facilities such as ADA accessibility and increasing public service locations. Infrastructure improvement projects benefit LMI neighborhoods by improving existing infrastructure such as street improvements; installation of new sidewalk, water and sewer lines, and drainage improvements; improving and expanding park and recreational facilities.
5. **Planning and Administration** - Planning, management, and operations related to developing, administering and carrying out the 2023-2027 Consolidated Plan Strategic Plan and Annual Goals and Objectives.



## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City of Denton is currently a Community Development Block Grant (CDBG) entitlement and a participating jurisdiction for the HOME Investment Partnership (HOME) Programs. SF-424 applications for CDBG and HOME are available in the appendix section. The City of Denton's estimated total federal funds and program income funding for the 2024-25 program year is \$1,601,245.52 and includes \$3,589.83 in HOME reprogrammed funds from prior year funds. Besides the federal funds, the City of Denton is also leveraging an additional \$1,406,405 in local funds from the City of Denton General Funds for public services and administration.

Please note that Table 61 – Project Information shows the list of projects that will be funded with federal funds from the U.S. Department of HUD for the 2024-25 program year. Below is the list of projects that are recommended to be funded with General Funds for the 2024-25 fiscal year.

Project Name	Amount
Children's Advocacy Center	\$25,000
Court Appointed Special Advocates	\$30,000
Communities in Schools	\$25,000
Cumberland Youth and Family Services	\$15,000
Denton Christian Preschool	\$30,000
Denton City County Day School	\$10,000
Denton County MHMR Center	\$28,000
Grace Like Rain, Inc.	\$40,000
Our Daily Bread	\$39,134
Opening Doors International Services, Inc.	\$15,000
PediPlace	\$30,000
North Texas Solutions for Recovery, Inc.	\$45,000
SPAN, Inc.	\$15,821
The Salvation Army	\$30,000
<b>Sub-Total General Fund Human Services Grant</b>	<b>\$377,955</b>
Development Fee Grant Program	\$225,000
Landlord Rental Repair Program	\$100,000
Barrier's Funds – Diversion	\$40,000
HMIS	\$18,850
Homeless Initiatives	\$80,000
ODB/Shelter Grant	\$400,000
Rapid Rehousing	\$100,000
Street Outreach	\$64,600
<b>Sub-Total General Fund Fairshare/Homelessness/Affordable Housing Initiatives</b>	<b>\$1,028,450</b>
<b>TOTAL GENERAL FUND - FY 2024-25</b>	<b>\$1,406,405</b>



## Projects

#	Project Name
1	2024 Carl Young Park Upgrades
2	2024 Community Development Administration
3	2024 Denia Park Upgrades
4	2024 Denton Affordable Housing Corp.
5	2024 Denton County Friends of the Family
6	2024 Habitat for Humanity of Denton County
7	2024 Health Services of North Texas
8	2024 Interfaith Ministries Demolition Project
9	2024 Minor Repair Program
10	2024 PARD Summer Camp
11	2024 Salvation Army

**Table 10 - Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The City's approach to prioritization of needs identified in the Consolidated Plan were the result of enhanced coordination between public and assisted housing providers and private and governmental health, mental health and service agencies by holding public meetings, utilizing public comment periods; gathering community surveys accessible online and in print for citizens and non-profit agencies, through active participating in coalitions and committees, maintaining ongoing consultation with various city departments; and ongoing consultation with housing providers including nonprofits and the Denton Housing Authority (SP-25).

Allocations are based on needs analysis, the availability of other funds to target needs, the purpose of the Consolidated Plan funds, and the availability of City General Funds to meet a wide variety of needs. As identified in the City's Consolidated Plan, funding allocation is prioritized for projects that address social determinants of health, or the conditions in the environments where people are born, live, learn, work, play, work, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. The City of Denton's CDBG and HOME allocations have not been sufficient to allow for the funding of extensive housing, economic development or public works projects. For the City's priority goals related to Affordable housing; Making Homelessness Rare, Brief and Nonrecurring; Public Services; Public facility and public improvement projects; each are prioritized by identified need and funding is allocated based on available funding and eligibility of projects.



## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	<b>Carl Young Park Project</b>
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Public Facilities, Public Improvements and Infrastructure
	<b>Needs Addressed</b>	Public Facilities, Public Improvements and Infrastructure
	<b>Funding</b>	CDBG: \$145,000
	<b>Description</b>	The project consists of adding ADA accessible trail from new splash pad to playground and swing area and safety runout buffer around basketball court and add 2 bench shade structure at new splash pad area. Project will be completed by the Parks and Recreation Department.
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1,770 low to moderate income households
	<b>Location Description</b>	Carl Young Sr. Park, 325 S Wood St, Denton, TX 76205 Census Tract 21304 Block Group 2
2	<b>Planned Activities</b>	Funds will add accessibility features, safety features, and additional structures to Carl Young Sr. Park.
	<b>Project Name</b>	<b>2024 Community Development Administration</b>
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	N/A
	<b>Needs Addressed</b>	N/A
	<b>Funding</b>	CDBG: \$203,209 HOME: \$47,1991
	<b>Description</b>	Program administration for the CDBG and HOME grants and includes program management, coordination, and monitoring associated with carrying out eligible activities.



	<b>Target Date</b>	10/1/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	Administration services are carried at the Community Development Division at 401 N. Elm St, Denton Texas 76201
	<b>Planned Activities</b>	Funds will be used to cover the cost of planning, administering, operating and monitoring the CDBG and HOME programs.
<b>3</b>	<b>Project Name</b>	<b>Denia Park Improvements</b>
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Public Facilities, Public Improvements and Infrastructure
	<b>Needs Addressed</b>	Public Facilities, Public Improvements and Infrastructure
	<b>Funding</b>	CDBG: \$70,000
	<b>Description</b>	Project consists of adding ADA connection from existing trail connecting to the southern parking lot. Project to be completed by the Parks and Recreation Department.
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	5,865 low to moderate income households
	<b>Location Description</b>	Denia Park, 1001 Parvin St, Denton, TX 76205 Census Tract 20800 Block Group 2 and 3 Census Tract 21000 Block Group 2
	<b>Planned Activities</b>	Funds will add accessibility features to Denia Park.
<b>4</b>	<b>Project Name</b>	<b>2024 Denton Co. Friends of the Family</b>
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Making Homelessness Rare, Brief and Nonrecurring
	<b>Needs Addressed</b>	Homelessness and At-Risk



	<b>Funding</b>	CDBG: \$40,000
	<b>Description</b>	Denton County Friends of the Family to provide salary support for a Shelter Director to ensure shelter is properly equipped to improve clients sense of safety, provide support in overcoming the impact of violence and abuse, and begin the process of helping the client achieve and maintain self-sufficiency free from family violence.
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	150 Presumed Benefit individuals
	<b>Location Description</b>	Address is suppressed.
	<b>Planned Activities</b>	Funds will cover the cost of the Shelter Director Salary.
<b>5</b>	<b>Project Name</b>	<b>2024 DAHC Rental Rehab Program</b>
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Rental Housing
	<b>Funding</b>	HOME: \$244,400
	<b>Description</b>	Rehabilitation and operating costs of rental units owned by the Denton Affordable Housing Corp, a certified CHDO. Funding also includes \$20,000 for CHDO Operating Costs. DAHC's rental units are rented to low- and moderate-income renters.
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2 low and very low-income households
	<b>Location Description</b>	3809 Camelot St, Denton, Texas 76209
	<b>Planned Activities</b>	Funds will increase the number of units available that are rented to low- and very low-income households.
<b>6</b>	<b>Project Name</b>	<b>2024 Habitat for Humanity of Denton County</b>



	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Home Repair
	<b>Funding</b>	CDBG: \$45,946
	<b>Description</b>	Funds will be used for critical repairs of homes for seniors, persons with disabilities, and families with children.
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4 low and moderate-income households
	<b>Location Description</b>	P O Box 425, Denton, TX 76202
	<b>Planned Activities</b>	Funds will provide home repair for low and moderate-income individuals who are seniors, persons with disabilities, and families with children.
7	<b>Project Name</b>	2024 Health Services of North Texas
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	Provides quality primary medical care for impoverished and uninsured/underinsured patients of all ages (including women's health & prenatal care)
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	200 low to moderate-income individuals
	<b>Location Description</b>	4401 N. I-35, Ste. 312, Denton, TX 76207
	<b>Planned Activities</b>	Funds will provide healthcare services for low to moderate-income individuals
8	<b>Project Name</b>	2024 Interfaith Ministries



	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Public Facilities, Public Improvements and Infrastructure
	<b>Needs Addressed</b>	Public Facilities, Public Improvements and Infrastructure
	<b>Funding</b>	CDBG: \$35,000
	<b>Description</b>	Project consist of demolition of the structurally-unsound secondary building.
	<b>Target Date</b>	10//01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 substandard building
	<b>Location Description</b>	1109 N. Elm #2, Denton, Texas 76201
	<b>Planned Activities</b>	Fund will cover demolition of a structurally unsound building.
9	<b>Project Name</b>	<b>2023 Minor Repair Program</b>
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Home Repair
	<b>Funding</b>	CDBG: \$340,413
	<b>Description</b>	Program addresses urgently needed repairs of homes (repairs costing less than \$24,500). This program can stabilize a home within the city limits of Denton until a rehabilitation can be done. CDBG funds includes the following reallocated funds:
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	34 low and moderate-income households
	<b>Location Description</b>	This is a city-wide program. Applications are taken at the Community Development Division at 401 N. Elm St., Denton Texas 76201
	<b>Planned Activities</b>	Funds will be used for rehabilitation costs for minor repairs.
10	<b>Project Name</b>	<b>2024 PARD Summer Kids Camp</b>



	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$45,000
	<b>Description</b>	City of Denton Summer Kids Camp to provide full scholarships for a summer day camp program to income-eligible kids in need of quality care, mentoring, development of life skills, leadership, respect for others and respect for self.
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	90 low and moderate-income persons
	<b>Location Description</b>	Civic Center, Denia Recreation Center, McMath Middle School, and MLK Recreation Center
	<b>Planned Activities</b>	Funds will cover the cost of camp scholarships.
11	<b>Project Name</b>	<b>2024 SPAN, Inc.</b>
	<b>Target Area</b>	City of Denton, TX
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Food Security
	<b>Funding</b>	CDBG: \$9,679
	<b>Description</b>	Special Programs for Aging Needs (SPAN), Inc. to provide senior nutrition program providing nutritional home delivered and congregate meals for senior adults in Denton.
	<b>Target Date</b>	10/01/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	389 persons low and moderate-income persons.
	<b>Location Description</b>	1508 E. McKinney St., Denton 76209-4526
	<b>Planned Activities</b>	The funds will cover a portion of the cost of meals.



## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Denton’s CDBG and HOME allocations have not been sufficient to allow for the funding of large or extensive housing, economic development or public works projects. Geographic standards do not apply to city-wide home repair, homebuyer assistance, and public services grant programs.

As required by CDBG guidelines, public facility and public improvement projects have been completed in residential areas meeting HUD’s low to moderate-income standards. All investments in public facilities and/or public improvements are based on requests received from residents of the low to moderate-income block groups and other areas of the city. After a request has been made, an assessment is made to determine the need for the improvement and the project cost. With support of staff recommendation on the appropriate use of CDBG funds and available projects funds eligible under the CDBG allocation, the City’s Community Services Advisory Committee evaluates which requests meet the community development needs and make recommendation to City Council.

### Geographic Distribution

Target Area	Percentage of Funds
City of Denton, TX (City Limits)	100%

Table 11 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The City of Denton does not currently direct its investments in specific geographic areas.

Discussion: See above discussion.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Based on the goal to assist thirty-four (34) households in our Home Repair Programs, assist four (4) households with home repairs through Habitat for Humanity of Denton County, and provide funding for the CHDO's Rental Rehabilitation program assisting two (2) households, the City's one-year goal is to assist forty (40) households in PY 2024-25 with CDBG and HOME.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	40
Special-Needs	0
Total	40

**Table 12 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	40
Acquisition of Existing Units	0
Total	40

**Table 13 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

In addition to CDBG/HOME activities, the City is also funding, through the General Fund, \$225,000 for the Development Fee Grant program to assist nonprofit housing developers. The grant will reduce development costs by covering development fees to support new construction of Affordable Housing Units. The City expects to receive applications for 2-3 projects in FY 2024-25.

As a requirement to receive federal funding from the U.S. Department of Housing and Urban Development (HUD), the City of Denton Community Services Department prepares and submits a five-year Consolidated Plan (ConPlan) and an Annual Action Plan. The Annual Action Plan (AAP) is used to outline how federal Community Development Block Grant funds, HOME funds and other federal and non-federal program funds will be used by the City in the upcoming fiscal year.

When the City helps homeowners for HOME-assisted housing units, the purchase price and appraisal value may not exceed 95% of the median purchase price for the city. The HUD-derived



formula for determining home values used data from July 2016 through June 2021 and was implemented beginning in June 2022. These data lagged the market and have limited what activities the city can fund based on these lower values. The city, per HUD guidelines, performed its own market study to determine more accurate values using more recent data. The proposal was submitted in the FY23 Action Plan and we intent to also include the higher values for the FY24 Action Plan.

The City updated the median home values for use in HOME programs. The HUD derived data for use with HOME grant funding and homebuyer assistance programs used home sales data from July 2016 through June 2021 with implementation beginning in June 2022. Historically, home sale data from such a recent study would provide data accurate enough to effectively operate the programs. However, given that home values and purchase prices are increasing rapidly, the HUD data is low compared to the current market. As per HUD guidelines, the city performed its own market study to determine home values for the city of Denton for use in determining HOME value limits. HOME-assisted housing units may not exceed 95% of median purchase price for the city. The newer data from the city's market study increases that threshold providing a wider variety of housing for which the city may provide assistance.

*City of Denton Proposed New Value Limits*

**City of Denton, Texas Compilation of Single Family Existing Real Estate Sales for a 12-Month Period March 2022 – February 2023**

<b>Unit Type</b>	<b>Data Range</b>	<b>Sales Volume</b>	<b>Median Value</b>	<b>95% Median</b>
Single Family – Existing & New	3/1/2022-2/28/2023	1712	\$395,000	\$375,250

Insufficient data available for new construction; new construction and existing single-family home value are combined.



## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Denton Housing Authority (DHA) was formed in 1970 to address the housing needs of low-income families in the city of Denton. DHA does not manage any public housing units. The DHA currently administers 1,876 Housing Choice Vouchers (also referred to as Section 8 or HCV) and a Self-Sufficiency/Homeownership Program. DHA administers various public facility corporations to operate and manage other multi-family tax credit properties such as the Veranda, Eighteen51 Brinker, Ridgecrest Apartments, The Beverley, The Hightone and Renaissance Courts Townhomes, and Heritage Oaks and the Pecan Place Apartments which provides affordable housing for seniors.

**Actions planned during the next year to address the needs to public housing:** Not applicable.

**Actions to encourage public housing residents to become more involved in management and participate in homeownership:** Not applicable.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance:** Not applicable.

**Discussion:** See above discussion and in previous sections including NA-35 and MA-45.



## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

This section describes the activities planned during the 2024-25 program year to address the needs of persons who are homeless and other non-homeless needs. It includes CDBG/HOME and General Fund activities.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:**

#### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

- **Increase Street Outreach efforts to connect with people experiencing homelessness living unsheltered.**
  - Fund Street Outreach Program with General Funds
  - Fund Homeless Outreach Team (Officers, Paramedic, and Stability Case Worker) with General Funds
  - Fund Staff to support annual Point in Time Count with General Funds
  - The City will work with community partners to secure other funding sources

#### Addressing the emergency shelter and transitional housing needs of homeless persons

- **Increase the number of short-term supportive and long-term permanent affordable housing units for both individuals and families with children.**
  - Fund Our Daily Bread with General Funds and ARPA Funds
  - Fund Our Daily Bread and Giving Grace for TBRA and supportive services with HOME ARP Grant
  - Fund Denton County Friends of the Family Emergency Shelter with CDBG funds
  - The City will work with community partners to secure other funding sources

#### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again



- **Increase funding for Rapid Re-Housing for families and individuals including housing location and stabilization resources.**
  - Fund TBRA and Supportive Services Programs with HOME-ARP Grant
  - Fund Interfaith – Utility Assistance with General Funds
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Housing Priority List (HPL)
  - The City will work with community partners to secure other funding sources
  
- **Increase specialized housing for those in Permanent Supportive Housing (PSH) for those with prioritized special needs.**
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Housing Priority List (HPL)
  - Collaboration with TX Balance of State Continuum of Care Programs
  
- **Making the transition to permanent housing and independent living.**
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Housing Priority List (HPL)
  - Collaboration with TX Balance of State Continuum of Care (CoC)
  - Housing Crisis Response System: Collaboration with CoC funded PSH programs at Giving Grace and Denton County MHMR
  
- **Shortening the length time that individuals and families experience homelessness.**
  - Fund United Way Homeless Initiatives and Barriers Fund with General Funds
    - Housing Crisis Response System: Coordinated Entry (CE)
    - Housing Crisis Response System: Housing Priority List (HPL)
    - Fund Transitional Shelter (ARPA)



- **Facilitating Access.**

- Fund United Way Homeless Initiatives and Barriers Fund with General Funds
  - Housing Crisis Response System: Coordinated Entry (CE)
  - Housing Crisis Response System: Homeless Information Management System (HMIS)
  - Housing Crisis Response System: Housing Priority List (HPL)
  - Housing Crisis Response System: Housing Navigator, Landlord Outreach Program

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

- **Increase funding for Diversion (rapid resolution for diverting people from homelessness quickly).**

- Fund United Way Homeless Initiatives and Barriers Fund with General Funds
  - Housing Crisis Response System: Coordinated Entry (CE)
  - Housing Crisis Response System: Housing Priority List (HPL)
  - Fund Street Outreach Program with required budget item for Diversion
- The City will work with community partners to secure other funding sources

## Discussion

The Housing Crisis Response System (HCRS) is the City's approach to the need for a coordinated systems approach to identifying those experiencing homelessness, preventing homelessness when possible, connecting people with housing quickly and providing services when needed. This While the PY2024-25 Action Plan submitted to HUD may only include with the goals for CDBG and HOME funds, the City invests general fund resources to strengthen the HCRS as a part of our goal to Make Homelessness Rare, Brief, and Nonrecurring. Therefore, all resources by source are described above.



## AP-75 Barriers to Affordable Housing – 91.220(j)

### Introduction

This section describes the activities planned during the 2024-25 program year to address barriers in affordable housing identified in the 2023-2027 Assessment of Fair Housing and Affirmatively Furthering Fair Housing Goals (AFH-AFFH).

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Details regarding the actions committed to remove or ameliorate the Barriers to Affordable Housing Responses are reflected in the City's Assessment of Fair Housing and Affirmatively Furthering Fair Housing Goals (AFH-AFFH) in ATTACHMENT 2 as a part of the 2023-2027 Consolidated Plan.

The work plan includes 6 separate goals with proposed actions that are intended to remove or ameliorate barriers to affordable housing:

- **Increase access to affordable housing in high-opportunity areas**
  - Coordinate with Denton County Transportation Authority (DCTA) to improve access to transit resources (stops, route locations, schedules, and covered bus stops to provide shelter in inclement weather.)
  - Continue housing programs designed to ensure that affordable, accessible housing is available throughout Denton, including the Housing Tax Credit (HTC) program, Home Repair and Home Buyer Assistance programs, and incentivization of private development through the implementation of the Affordable Housing Strategic Toolkit
  - Provide public service funding that contributes to the Social Determinants of Health – economic stability, neighborhood, education, food security, community, safety and social healthcare system to promote all areas of Denton to high-opportunity areas.
- **Increase supply of affordable housing units**
  - Continue to provide a Housing Tax Credit Application in support of the development and preservation of affordable rental housing for low-income



households. Developers requesting Housing Tax Credits (HTC) through the Texas Department of Housing and Community Affairs are encouraged to include units at all income ranges, including 0-30% and 31%-50%, and have resident services embedded in the housing or has a plan for connecting people to services.

- Continuation of high performing housing programs designed to ensure that affordable, accessible housing is created and preserved in Denton.
- Seek opportunities to collaborate with housing services program providers who support the creation of new housing and preservation of existing affordable housing, the revitalization of low-income neighborhoods, and encourage homeownership for low and moderate-income homeowners.
- Implement activities in support of the Denton Affordable Housing Strategic Toolkit's Five Strategies – infill development, zoning relief and variances, increase capacity and resources, preservation, and increase access to information. For more information on the Toolkit, refer to AFH-AFFH in ATTACHMENT 2 and SP-55.

▪ **Increase supply of accessible, affordable housing for persons with disabilities**

- Continued HOME funding provided to the City's Community Housing Development Organization (CHDO), the Denton Affordable Housing Corporation, with an emphasis on accessible units.
- Provision of City general funds to provide a Development Fee Grant to nonprofit organizations providing supportive services to persons with disabilities.
- Ensure efforts to increase supply of affordable housing units includes prioritizations for special populations including persons with disabilities.

▪ **Make investments in targeted neighborhoods to improve access to opportunity**

- Access, or initiate, local networks of collaborators working on complex social issues to create a strategy to improve access to opportunity for residents of targeted neighborhoods.
- Coordinate with transportation (DCTA) to improve access to transit resources (bus stops, route locations, and schedules, and covered bus stops to provide shelter in inclement weather.)
- Implement activities in support of the Denton Affordable Housing Strategic Toolkit's Five Strategies – infill development, zoning relief and variances, increase capacity and resources, preservation, and increase access to information. For more information on the Toolkit, refer to AFH-AFFH in ATTACHMENT 2 and SP-55.



- **Increase access to information and resources on fair and affordable housing**
  - Support training opportunities on the City's programs and Fair Housing for local real estate professionals, property owners, and managers.
  - Attend HUD-sponsored or other fair housing training when available to keep staff apprised of any recent changes to fair housing laws or requirements as they relate to Community Development programs.
  - Continue to support the City of Denton's non-discrimination ordinance.
- **Increase supports and services for residents with housing assistance:**
  - Provide public service funding that contributes to the Social Determinants of Health – economic stability, neighborhood, education, food security, community, safety and social healthcare system to promote all areas of Denton to high-opportunity areas.
  - Improve the housing crisis response system programs, including street outreach, diversion and prevention, emergency and transitional short-term supportive housing, and permanent supportive housing to people experiencing or at-risk of experiencing homelessness.

**Discussion:** See discussion above.



## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

This section reports additional effects the City will undertake during the 2024-25 program year to address residents' housing and community development needs.

### **Actions planned to address obstacles to meeting underserved needs**

Please see sections AP-55, AP-65, and AP-75.

### **Actions planned to foster and maintain affordable housing**

Please see sections AP-55 and AP-75.

### **Actions planned to reduce lead-based paint hazards**

During the 2024-25 program year, the City actions will be:

- Ensure that all regulatory requirements regarding lead-based paint are met throughout any housing rehabilitation construction activity performed by the City on homes constructed prior to 1978 including the Minor Repair Program, Rental Repair Program, Homebuyer Assistance Program, Habitat for Humanity and DAHC's Rental Rehabilitation.
- Seek opportunities to educate the public, housing services customers, and affordable housing partners, and contractors regarding the hazards of lead-based paint.

### **Actions planned to reduce the number of poverty-level families**

During 2024-25 program year, the City actions will be:

1. Affordable housing assistance programs:
  - a. Allocated CDBG and HOME funding to Implement or provide grants for Preserving Affordable housing through Repair, Renovation and Rental Rehabilitation projects.
  - b. Allocated General Funds funding to the Development Fee Grant to projects in support the creation of Affordable Housing units
  - c. Allocated DME funding for utility assistance programs that increase Housing Stability and Prevent Homelessness (See also: AP-65):
  - d. Allocated General funding for Public Services Grants for rental assistance increase Housing Stability and Prevent Homelessness.
  - e. Implementation of Affordable Housing Assessment (GF - FY2019-20)



2. Allocated CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to combat Food Insecurity;
3. Allocated CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to increase availability and access to Health, Mental Health, and Behavioral Health Care;
4. Allocated CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to improve Family Stability by improving safety, support, and opportunity including access to affordable childcare;
5. Allocated CDBG and General Funds for Public Services, Facility, and/or Infrastructure Grants to increase availability and access to services for special needs populations (seniors, disabled, veterans, abused and neglected children, and victims of domestic violence) (See also: AP-65):
6. Allocated CDBG and General Funds for Public Services, Facility and/or Infrastructure Grants to make homelessness rare, brief, and nonrecurring (See also: AP-65):
7. Intergovernmental collaboration and Public Services, Facility and/or Infrastructure Grants to increase access to Transportation increasing housing and workforce stability;
8. Allocated CDBG and General Funds for Public Services Grants to increase access to mobility, educational programs, and workforce development for Economic security.

#### **Actions planned to develop institutional structure**

The City has defined the strategies below:

- Develop and maintain a coordination system across service sectors and cultivation of systems to better match services to identified need;
- Identifying and continuously evaluating the strengths and gaps in housing and supportive services including improving systems to share best practices information across sectors; and
- Collect and utilize data that informs system-wide based decision making for prioritizing and selecting high performing projects.

During the 2024-25 program year, the City actions related to institutional structures will be:

- **GOAL 1: Affordable Housing** (See Also: AP-55, AP-75)
  - Implementation of Affordable Housing Assessment (GF - FY2019-20)
    - ACTIONS: Completion August 2020 (GF)



- **GOAL 2: Make Homelessness Rare Brief and Nonrecurring** (See Also: AP-65)
  - Continue collaboration among governments and community partners
    - ACTIONS: Financial and Human Resources in Support of Denton County Homelessness Leadership Team in partnership with the United Way
    - ACTIONS: Financial and Human Resources to Improve Housing Crisis Response System
- **GOAL 3: Non-Housing Community Development: Public Services** (See Also: AP-55, AP-65, and AP-75)
  - Continue collaboration among governments and community partners
    - ACTIONS: Financial and Human Resources in Support of local nonprofits through grants and other programs.
    - ACTIONS: Participate in Intergovernmental groups, local Coalitions, and Community Meetings to discuss solutions for improved community response systems to complex social issues.
- **GOAL 4: Non-Housing Community Development: Public Facilities, Public Improvements and Infrastructure**
  - Coordinate Public Facilities, Public Improvements and Infrastructure projects to improve neighborhoods

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Denton has a very strong network of service providers including those providing housing and supportive services. The City has a partnership with the United Way of Denton County, in three Collective Impact projects, the Denton County Behavioral Health Leadership Team, Denton County Homelessness Leadership Team, and the Denton County Workforce Success Leadership Team. These projects bring public and private agencies together to review and discuss the provision of services in the Denton area to improve systems and maximize the benefits derived from available resources.

In addition, Denton has several work groups, committees, collaborations, and coalitions that have been developed to assist in enhancing coordination of services:

- Denton County Behavioral Health Leadership Team and Homelessness Leadership Teams
- Denton County Homeless Coalition
- Committee on Persons with Disabilities
- Denton County Food Security Task Force Healthy Communities Coalitions (specific issues discussed including mental health)



City of Denton staff including Community Development staff will continue to actively participate in the above committees during the 2024-25 program year. The City is part of a strong team of service providers who are working to improve services.

#### **Discussion**

While the PY2024-25 Action Plan submitted to HUD may only include with the goals for CDBG and HOME funds, the City invests general fund resources to address residents' housing and community development needs. Therefore, all resources by source are described above.



## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction

Below are specific requirements for the Community Development Block Grant and the HOME Investment Partnership Program.

#### **Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	\$0

#### **Other CDBG Requirements**

1. The amount of urgent need activities	\$0
-----------------------------------------	-----

#### **HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:



The City of Denton does not utilize other forms of investment beyond those identified in 92.205(b). The City will not permit other forms of investment without the prior approval of HUD.

**2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

The City of Denton will utilize recapture for homebuyers for the HOME program including any projects funded with HOME Program Income (PI). The policy provides guidelines that will be used for recapture of HOME funds when used for homebuyer activities under the Homebuyer Assistance Program as required in 24 CFR 92.254.

All homebuyers sign a HOME written agreement with the City outlining the affordability period and recapture provisions. For HOME-assisted homebuyer units the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability.

Recapture provisions will be used when the homebuyer transfers the property either voluntarily or involuntarily during the period of affordability. If the home is transferred during the affordability period, a portion of the net sales proceeds, if any, are returned to the City of Denton. The amount subject to recapture is reduced based on a pro rata reduction during the affordability period. The funds returned are equal to the amount of HOME funds invested less the amount for each full month that the homebuyer has occupied the house as principal residence. Any funds remaining after the distribution of the net sales proceeds to all lien holders, including the City of Denton, will be returned to the homeowner.

In the event of a sale, short sale or foreclosure, the amount recaptured will be limited to the amount of net sales proceeds' available at the time of such occurrence. If there are insufficient funds remaining from the sale of the property, the City will recapture less than or none of the recapture amount due and maintain data in each individual file that provides the amount of the sale and the distribution of the funds.

The Recapture mechanisms used to secure the affordability of the HOME-assisted unit are recorded in accordance with state law with a promissory note, deed of trust and written agreement with the City of Denton. The affordability period stated in the note and deed of trust is the minimum period for the project.



In all cases, the amount to be repaid is the subsidy provided directly to or on behalf of the homebuyer for closing costs and is limited to the net proceeds of the sale, which is defined as the sales price minus the first lien and seller paid closing costs and includes only the following items to the extent actually incurred: brokers commission, reasonable attorney fees, and any transfer tax or recording fee payable by the seller.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Federal assistance will be provided in the form of a 0% interest, forgivable deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties and a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Denton County.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Denton does not currently use HOME funds to refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds.



Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision
		<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
<b>* 3. Date Received:</b> <input type="text" value="08/15/2024"/>	<b>4. Applicant Identifier:</b> <input type="text" value="75-6000514"/>	
<b>5a. Federal Entity Identifier:</b> <input type="text"/>		<b>5b. Federal Award Identifier:</b> <input type="text" value="B-24-MC-48-0036"/>
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> <input type="text" value="City of Denton, Texas"/>		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="756000514"/>		<b>* c. UEI:</b> <input type="text" value="NAQBJ67VUM95"/>
<b>d. Address:</b>		
<b>* Street1:</b> <input type="text" value="215 E. McKinney Street"/>		
<b>Street2:</b> <input type="text"/>		
<b>* City:</b> <input type="text" value="Denton"/>		
<b>County/Parish:</b> <input type="text"/>		
<b>* State:</b> <input type="text" value="TX: Texas"/>		
<b>Province:</b> <input type="text"/>		
<b>* Country:</b> <input type="text" value="USA: UNITED STATES"/>		
<b>* Zip / Postal Code:</b> <input type="text" value="76201-4229"/>		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> <input type="text" value="Community Services Department"/>		<b>Division Name:</b> <input type="text" value="Community Development Division"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> <input type="text"/>	<b>* First Name:</b> <input type="text" value="Luisa"/>	
<b>Middle Name:</b> <input type="text"/>		
<b>* Last Name:</b> <input type="text" value="Garcia"/>		
<b>Suffix:</b> <input type="text"/>		
<b>Title:</b> <input type="text" value="Community Development Manager"/>		
<b>Organizational Affiliation:</b> <input type="text" value="City of Denton"/>		
<b>* Telephone Number:</b> <input type="text" value="940-349-7238"/>		<b>Fax Number:</b> <input type="text" value="940-349-7753"/>
<b>* Email:</b> <input type="text" value="luisa.garcia@cityofdenton.com"/>		



## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

### \* 12. Funding Opportunity Number:

\* Title:

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

2024/25 Action Plan activities include housing repair, public facility improvements, park improvements, public services, and program administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

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**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

26

\* b. Program/Project

26

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

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**17. Proposed Project:**

\* a. Start Date:

10/01/2024

\* b. End Date:

09/30/2025

**18. Estimated Funding (\$):**

\* a. Federal

1,015,047.00

\* b. Applicant

\* c. State

\* d. Local

\* e. Other

\* f. Program Income

4,000.00

\* g. TOTAL

1,019,047.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

\* First Name:

Sara

Middle Name:

\* Last Name:

Hensley

Suffix:

\* Title:

City Manager

\* Telephone Number:

940-349-8307

Fax Number:

940-349-8596

\* Email:

Sara.Hensley@cityofdenton.com

\* Signature of Authorized Representative:

\* Date Signed:



### Application for Federal Assistance SF-424

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision		<b>* If Revision, select appropriate letter(s):</b> <div style="border: 1px solid black; height: 15px; width: 100%;"></div> <b>* Other (Specify):</b> <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
<b>* 3. Date Received:</b> <div style="border: 1px solid black; padding: 2px;">08/15/2024</div>		<b>4. Applicant Identifier:</b> <div style="border: 1px solid black; padding: 2px;">75-6000514</div>			
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<b>State Use Only:</b>					
<b>6. Date Received by State:</b> <div style="border: 1px solid black; width: 80px; height: 15px;"></div>		<b>7. State Application Identifier:</b> <div style="border: 1px solid black; width: 200px; height: 15px;"></div>			
<b>8. APPLICANT INFORMATION:</b>					
<b>* a. Legal Name:</b> <div style="border: 1px solid black; padding: 2px;">City of Denton, Texas</div>					
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <div style="border: 1px solid black; padding: 2px;">756000514</div>			<b>* c. UEI:</b> <div style="border: 1px solid black; padding: 2px;">NAQBJ67VUM95</div>		
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<b>* Street1:</b>		<div style="border: 1px solid black; padding: 2px;">215 E. McKinney Street</div>			
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<b>* City:</b>		<div style="border: 1px solid black; padding: 2px;">Denton</div>			
<b>County/Parish:</b>		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
<b>* State:</b>		<div style="border: 1px solid black; padding: 2px;">TX: Texas</div>			
<b>Province:</b>		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
<b>* Country:</b>		<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>			
<b>* Zip / Postal Code:</b>		<div style="border: 1px solid black; padding: 2px;">76201-4229</div>			
<b>e. Organizational Unit:</b>					
<b>Department Name:</b> <div style="border: 1px solid black; padding: 2px;">Community Services Department</div>			<b>Division Name:</b> <div style="border: 1px solid black; padding: 2px;">Community Development Division</div>		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>					
<b>Prefix:</b> <div style="border: 1px solid black; width: 80px; height: 15px;"></div>		<b>* First Name:</b> <div style="border: 1px solid black; padding: 2px;">Luisa</div>			
<b>Middle Name:</b> <div style="border: 1px solid black; width: 150px; height: 15px;"></div>					
<b>* Last Name:</b>		<div style="border: 1px solid black; padding: 2px;">Garcia</div>			
<b>Suffix:</b> <div style="border: 1px solid black; width: 80px; height: 15px;"></div>					
<b>Title:</b> <div style="border: 1px solid black; padding: 2px;">Community Development Manager</div>					
<b>Organizational Affiliation:</b> <div style="border: 1px solid black; padding: 2px;">City of Denton</div>					
<b>* Telephone Number:</b> <div style="border: 1px solid black; padding: 2px;">940-349-7238</div>			<b>Fax Number:</b> <div style="border: 1px solid black; padding: 2px;">940-349-7753</div>		
<b>* Email:</b> <div style="border: 1px solid black; padding: 2px;">luisa.garcia@cityofdenton.com</div>					



## Application for Federal Assistance SF-424

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C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Program Grant

### \* 12. Funding Opportunity Number:

\* Title:

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

2024/25 Action Plan activities include rental rehabilitation and program administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

26

\* b. Program/Project

26

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

10/01/2024

\* b. End Date:

09/30/2025

**18. Estimated Funding (\$):**

\* a. Federal

471,992.36

\* b. Applicant

\* c. State

\* d. Local

\* e. Other

3,589.83

\* f. Program Income

125,327.33

\* g. TOTAL

600,909.52

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

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☒ \*\* I AGREE

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**Authorized Representative:**

Prefix:

\* First Name:

Sara

Middle Name:

\* Last Name:

Hensley

Suffix:

\* Title:

City Manager

\* Telephone Number:

940-349-8307

Fax Number:

940-349-8596

\* Email:

Sara.Hensley@cityofdenton.com

\* Signature of Authorized Representative:

\* Date Signed:



## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**



**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> 	<b>TITLE</b> <div data-bbox="899 1339 1515 1381">Sara Hensley, City Manager</div>
<b>APPLICANT ORGANIZATION</b> <div data-bbox="87 1480 876 1526">City of Denton, Texas</div>	<b>DATE SUBMITTED</b> 

SF-424D (Rev. 7-97) Back



## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.



**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





# **CITIZEN PARTICIPATION OUTREACH & PUBLIC COMMENTS**

PREPARED BY:

COMMUNITY DEVELOPMENT

401 N. Elm Street

Denton, TX 76201



Phone: (940) 349-7726

June 2024



## PROMOTION OF PUBLIC COMMENT PERIOD

### 1 – Newspaper Ads


**PUBLIC NOTICE**  
HOUSING AND  
COMMUNITY DEVELOPMENT

**2024 Action Plan Survey & First Public Hearing**

Each year, the City of Denton receives federal funds from the U.S. Department of Housing and Urban Development for community development, housing, and public services for low and moderate-income persons. Community feedback is needed to prioritize how these federal funds should be spent in Denton. Please provide your feedback regarding the allocation of funding for the 2024-2025 Program Year (beginning October 1, 2024).

**PUBLIC HEARING INFORMATION**  
**Thursday, Nov. 2, 2023, at 6:30 p.m.**  
**MLK Jr. Rec Center**  
**1300 Wilson St., Denton, TX 76205**  
  
**The public hearing will review federal funds available to the City of Denton, annual performance related to previous funding and solicit comments on how future funds should be prioritized.**  
  
**Traductores de español estarán disponibles.**

**Annual Action Plan Survey:**  
The annual Funding Priority Survey kicks off planning for the City of Denton's 2024 Action Plan for Housing and Community Development. The survey is available online from October 23 through November 27, 2023.



The survey may be accessed by visiting [tinyurl.com/cdfeedback2425](https://tinyurl.com/cdfeedback2425), or by the QR code included in this ad. Printed copies are available upon request at 401 N. Elm St., Denton, TX 76201, through Nov. 27.

**For information call (940) 349-7726**  
**ADA/EOA/ADEA | TDD (800) 735-2989 | Pub. 10/2023**  
**[www.cityofdenton.com](http://www.cityofdenton.com)**



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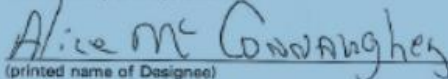
Publication(s): Denton Record-Chronicle


### PROOF OF PUBLICATION

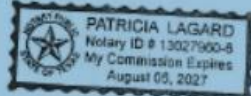
Being duly sworn (she is the Publisher/authorized designee of Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper Denton Record-Chronicle on the following dates below:

05/19/2024

  
(signature of Authorized Designee)  
Subscribed and sworn to before me  
this 19th day of May, 2024 by

  
(printed name of Designee)  
Witness my hand and official seal:

  
(signature name of Designee)  
Notary Public, Denton County, Texas



DENTON CITY COMMUNITY SERVICES  
401 N ELM ST  
DENTON TX 76205

Ad Number: 55822

Price: \$565.00

RECEIVED

JUN 18 2024



## PUBLIC NOTICE 2024-25 ACTION PLAN

### HOUSING AND COMMUNITY DEVELOPMENT

The City of Denton's 2024-25 Action Plan for Housing and Community Development is available for citizen review from May 20 to June 24, 2024. Citizens may review the plan online at:

[www.cityofdenton.com/communitydevelopment](http://www.cityofdenton.com/communitydevelopment)

The 2024-25 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). Estimated funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), HOME Reallocated funds, and local program income are \$1,619,956.16.

The City plans to undertake the following activities during the 2024-25 program year to assist low and moderate-income persons:

#### PROJECTS

**Community Development**  
• Administration \$250,200  
• Home Repair Program \$340,473  
**Denton Affordable Housing Corp.** \$244,400  
**Denton County Friends of the Family** \$40,000  
**Habitat for Humanity** \$45,946  
**Health Services of North Texas** \$50,000  
**Interfaith Ministries**  
• Public Facility Project \$35,000  
**Parks and Recreation**  
• Summer Kids Camp \$45,000  
• Denis and Carl Young Park Upgrades \$250,000  
**SPAN, Inc.** \$3,679  
**Unprogrammed HOME Funds** \$306,310.16  
**TOTAL FUNDING: \$1,619,956.16**

#### PUBLIC HEARING EXHIBITION FUND

Tuesday, June 18,  
2024  
at 6:30 p.m.  
City Council  
Meeting  
Regular Session  
205 E. McKinney St.

The purpose of the meeting is to receive citizen input on the 2024 Action Plan and hear your voice on the City of Denton's proposed projects in the next year.

Translations are available upon request.

#### Amendments:

The City of Denton is amending the 2020-21 Action Plan to reallocate \$10,453.28 in CDBG-Coronavirus funds. The substantial amendment would reallocate the balance from the completion of the Denton Community Food Center Addition Project to the Hotel Vaudreuil Program. The 2021-22 Action Plan is being amended to reallocate \$3,589.83 in HOME funds. The minor amendment would reallocate the balance from the completion of the Home Improvement Program into the existing Homebuyer Assistance Program.

For information, call (940) 349-7725

Comments may be submitted in writing to  
Community Development by mail 401 N. Elm St., Denton, TX 76201,  
fax (940) 349-7753, email  
[CommunityDevelopment@cityofdenton.com](mailto:CommunityDevelopment@cityofdenton.com),  
or phone (940) 349-7726.

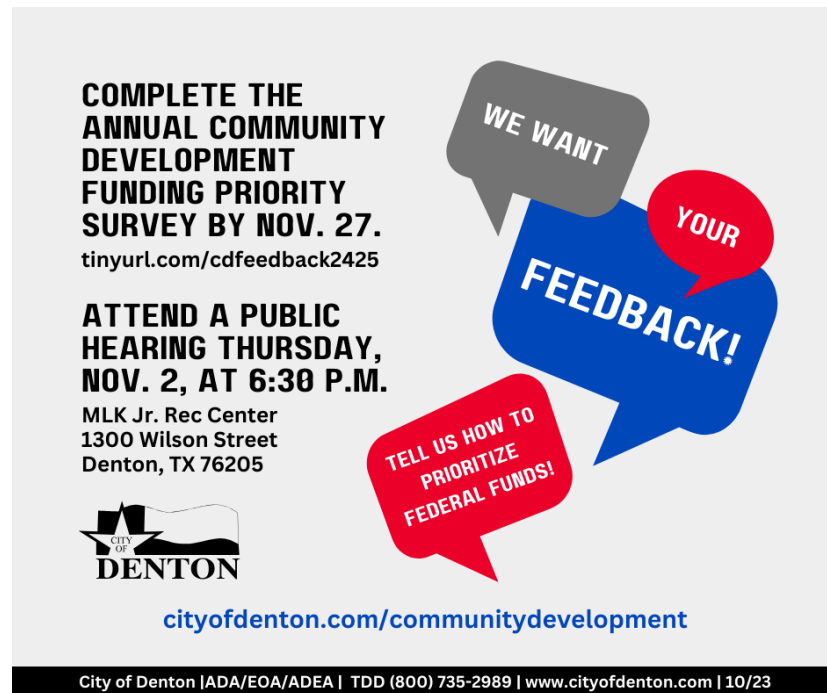
ADA/504/5081 | TDD (940) 742-2099 | FAX 940/349-7753  
[www.cityofdenton.com](http://www.cityofdenton.com)



2 – Public Hearings: Promoted via Newspaper Ad (see part 1), Social Media (see part 4), Website (see part 5), and Email Listerv (see part 6)


3 - Online Survey: Promoted via Social Media (see part 4), Email Listerv (see part 6)

4 – Social Media/Nextdoor Posting



**COMPLETE THE ANNUAL COMMUNITY DEVELOPMENT FUNDING PRIORITY SURVEY BY NOV. 27.**  
tinyurl.com/cdfeedback2425

**ATTEND A PUBLIC HEARING THURSDAY, NOV. 2, AT 6:30 P.M.**  
MLK Jr. Rec Center  
1300 Wilson Street  
Denton, TX 76205

  
[cityofdenton.com/communitydevelopment](http://cityofdenton.com/communitydevelopment)

City of Denton | ADA/EOA/ADEA | TDD (800) 735-2989 | [www.cityofdenton.com](http://www.cityofdenton.com) | 10/23



**PUBLIC HEARING & COMMENT PERIOD**

**PROVIDE COMMENT ON THE 2024 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT MAY 20 THROUGH JUNE 21**

Provide comment in-person at a Public Hearing during the Denton City Council Meeting on Tuesday, June 18th at 6:30 p.m.

Visit [www.cityofdenton.com/communitydevelopment](http://www.cityofdenton.com/communitydevelopment) to view and comment on the plan.

*Traductores de español estarán disponible.*

City of Denton | ADA/EOA/ADEA | TDD (800) 735-2989 | [www.cityofdenton.com](http://www.cityofdenton.com) | 05/24



City of Denton is on Nextdoor, the neighborhood hub.

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## City of Denton

Welcome to the official Nextdoor page for the City of Denton, Texas! We're here to engage with the community on the latest happenings in Denton. For more ways to connect with us, visit <https://www.cityofdenton.com>. Comments posted to this page will be monitored. The City reserves the right to delete or hide comments that: contain false information, obscene language or sexual content, threaten or defame any person or organization, support or oppose political candidates, political organizations or ballot propositions, promote illegal activity, commercial services or products, infringe on copyrights or trademarks or are not topically related to the particular posting. Following or "liking" persons or organizations comments is not an endorsement by the City and is only intended as a means of communication. All content of this site and all comments submitted to this page and its list of fans are public and may be subject to disclosure pursuant to the Texas Public Information Act. Privacy Policy: <http://bit.ly/2RSmXub>

[cityofdenton.com](https://www.cityofdenton.com)

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Subscribe

### Activity



#### The City of Denton's 2024-25 Action Plan for Housing and Community Development is available for citizen review until June 21, 2024.

City of Denton Marketing and Communications from City of Denton · 5 Jun

The 2024-25 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). Funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and local program income are \$1,619,956.16. The City plans to undertake the activities listed here, <http://www.cityofdenton.com/communitydev...>, during the 2024-25 program year to assist low and moderate-income persons

Citizens may review the plan, including a list of projects the City plans to undertake during the 2024-25 program year, online at: <https://www.cityofdenton.com/DocumentCen....> Comments may be submitted in writing to Community Development by mail at 401 N. Elm St., Denton, TX 76201 fax (940)-349-7753, or email [CommunityDevelopment@cityofdenton.com](mailto:CommunityDevelopment@cityofdenton.com), or by phone (940)-349-7726.

Additionally, a public hearing will be held to receive citizen input during the June 18 Council meeting at 6:30 p.m.  
Staff Contact: Luisa Garcia, Community Services

5 Jun · Subscribers of City of Denton in General

THANK 2

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Press Releases

Posted on: June 17, 2024

**Denton Seeks Resident Feedback on 2024-25 Housing and Community Development Action Plan**

**DENTON, TX, June 17, 2024** – The City of Denton's 2024-25 Action Plan for Housing and Community Development is now open for resident feedback until June 21, 2024. This annual plan serves as the City's application to receive federal funds from the U.S. Department of Housing and Urban Development (HUD).

For the 2024-25 program year, an estimated \$1,619,956.16 is available through the Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and local program income. The City intends to use these funds to support low and moderate-income residents. To review the plan, including the list of proposed projects for the 2024-25 program year, visit [www.cityofdenton.com/communitydevelopment](http://www.cityofdenton.com/communitydevelopment).

Comments may be submitted in writing to Community Development by:

- Mail: 401 N. Elm St., Denton, TX 76201
- Fax: (940) 349-7753
- Email: [CommunityDevelopment@cityofdenton.com](mailto:CommunityDevelopment@cityofdenton.com)
- Phone: (940) 349-7726

In addition, members of the public may share their feedback during a public hearing at 6:30 p.m. during the June 18 City Council meeting.

###

Staff Contact: Luisa Garcia, Community Services

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NEWS FLASH

DENTON

Next ➡



## 6 – Community Development Email Listserve:

**From:** City of Denton Community Services <communitydevelopment-cityofdenton.com@shared1.ccsend.com>  
**Sent:** Friday, May 17, 2024 11:12 AM  
**To:** Riley, Nathan  
**Subject:** Upcoming Public Hearing & Comment Period

This message has originated from an External Source. Please be cautious regarding links and attachments.



**Community Services**

Social Services | Housing Services | Neighborhood Services | Animal Services

[Visit our Website](#)

---

**PUBLIC HEARING & COMMENT PERIOD**

**PROVIDE COMMENT ON THE 2024 ACTION PLAN  
MAY 20 THROUGH JUNE 21**

Visit [www.cityofdenton.com/communitydevelopment](http://www.cityofdenton.com/communitydevelopment) to view and comment on the plan.

Provide comment in-person at a Public Hearing during the Denton City Council Meeting on Tuesday, June 18th at 6:30 p.m.



*Traductores de español estaran disponible.*

City of Denton (ADA/EOA/ADA) | TDD (800) 735-2389 | [www.cityofdenton.com](http://www.cityofdenton.com) | 05/24



## Comment on the 2024 Action Plan

### 2024-25 Action Plan

The 2024-25 Action Plan is the City's annual application for federal funds from the U.S. Department of Housing and Urban Development (HUD). Funding available in Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and local program income are \$1,601,245.16. The City plans to undertake the following activities during the 2024-25 program year to assist low and moderate-income persons:

### PROJECTS

- **City of Denton Community Development**
  - Administration - \$250,208
  - Home Repair Program - \$340,413
- **Denton Affordable Housing Corp.** - \$244,400
- **Denton County Friends of the Family** - \$40,000
- **Habitat for Humanity** - \$45,946
- **Health Services of North Texas** - \$50,000
- **Interfaith Ministries Public Facility Project** - \$35,000
- **Parks and Recreation**
  - Summer Kids Camp - \$45,000
  - Denia and Carl Young Park Upgrades - \$250,000
- **SPAN, Inc.** - \$9,679
- **Unprogrammed HOME Funds** - \$309,310.16

**TOTAL FUNDING: \$1,619,956.16**

### Provide Comment and Attend the Public Hearing!

Help ensure community needs are being addressed by reviewing the plans linked below and providing comment in writing or at the upcoming Public Hearing.

#### Submit Your Comments

During the 30-day comment period (May 20 through June 21) citizens and organizations can provide comments on activities to Community Services the following ways:

- Mail to 401 N Elm St., Denton, TX 76201, ATTN: Community Development
- Phone (940) 349-7726 or fax (940) 349-7753
- Email [CommunityDevelopment@cityofdenton.com](mailto:CommunityDevelopment@cityofdenton.com)

### Attend the Public Hearing

The Public Hearing for the 2024-25 Action Plan will take place at the City Council meeting Tuesday, June 18, at 6:30 p.m. at the City Council Meeting Regular Session, 215 E. McKinney St., Denton, Texas 76201

Visit [www.cityofdenton.com/publicmeetings](http://www.cityofdenton.com/publicmeetings) or call (940) 349-7726 for more information on how to participate.

Traductores de español estarán disponible.

### 2023-2027 City of Denton Consolidated Plan

#### 2024 ACTION PLAN

HOUSING	PROPERTY
01	APPROPRIATE HOUSING
02	IMPROVING HOUSING QUALITY, AFFORDABILITY, AND ACCESS
03	PLANNING SERVICES
04	PUBLIC PARTICIPATION, INFORMATION, AND OUTREACH

A REPORT FOR THE CITY OF DENTON, TEXAS, PREPARED BY THE CITY OF DENTON, TEXAS, COMMUNITY DEVELOPMENT DEPARTMENT

### REVIEW THE PLAN

Read more about current Community Development activities, and share the 2024-25 Action Plan with the community.



ADA/EOE/ADEA ~ TDD (800) 735-2989

[www.cityofdenton.com/communitydevelopment](http://www.cityofdenton.com/communitydevelopment)

### Review the 2024-25 Action Plan

The City of Denton's 2024-25 Action Plan for Housing and Community Development are available for citizen comment from May 20 to June 21.

City of Denton | 215 E. McKinney St., Denton, TX 76201

[Unsubscribe.communications@cityofdenton.com](mailto:Unsubscribe.communications@cityofdenton.com)

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PUBLIC COMMENTS RECEIVED:

1- Public Hearing on 11/2/2023:

No comments were received during public hearing.

2- Public Hearing on 6/18/2024:

One (1) comment was received in-person in support of additional funding in mental health services.  
Comment received.

Action Plan included funding for affordable housing and homeless and the maximum allow for administration to carry out CDBG and HOME activities for two staff members.

3- 30-day Comment Period:

One (1) comment was received during the 30-day comment period in support of funding affordable housing and homeless instead of administration.

Comment received. Action Plan included funding for affordable housing and homeless and the maximum allow for administration to carry out CDBG and HOME activities for two staff members.

4- Online Survey Results and Comments:

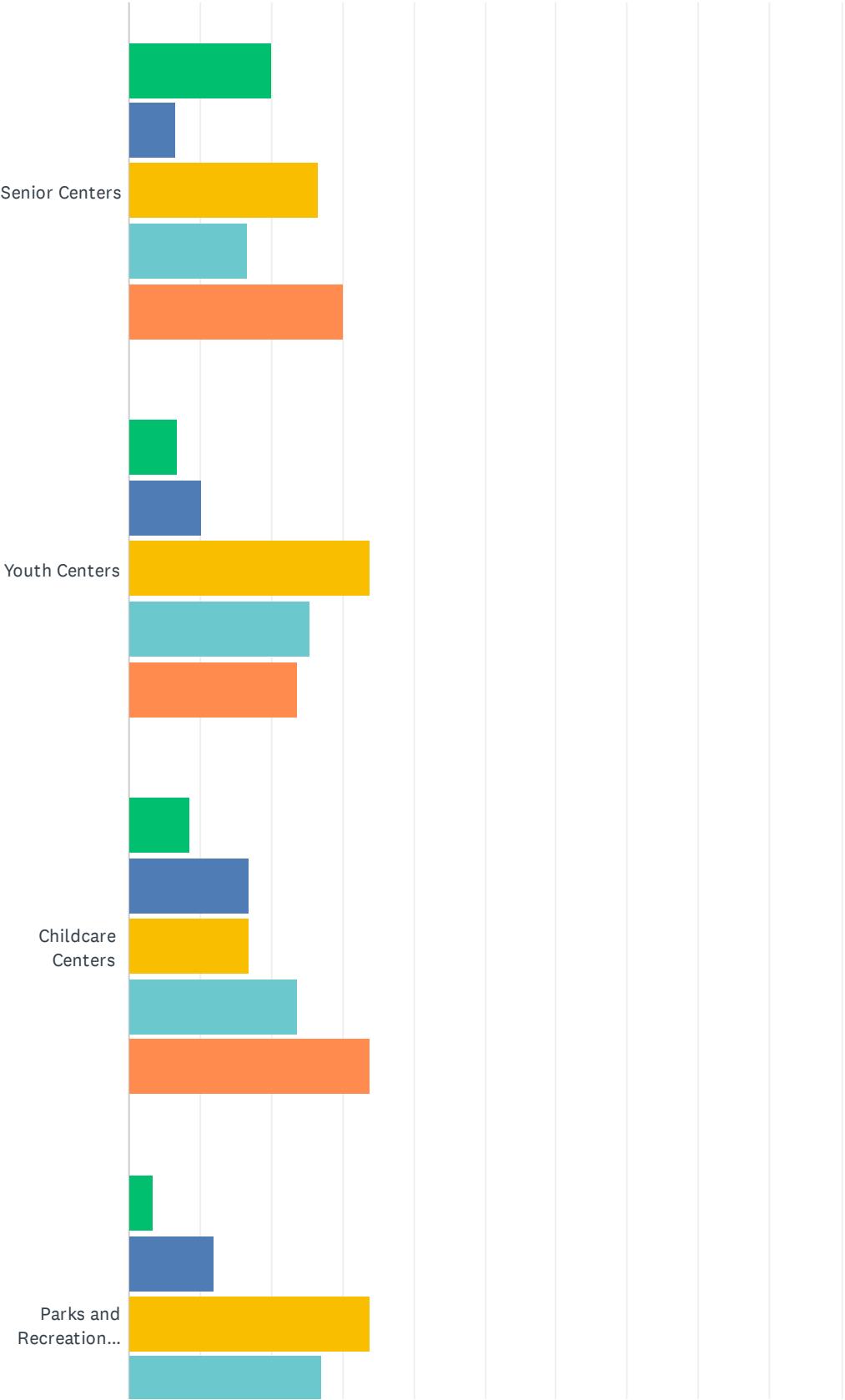
Below is a summary of the results and comment received.

Comments regarding City services not pertaining to eligible activities under CDBG or HOME funding were not incorporated into the plan(s).

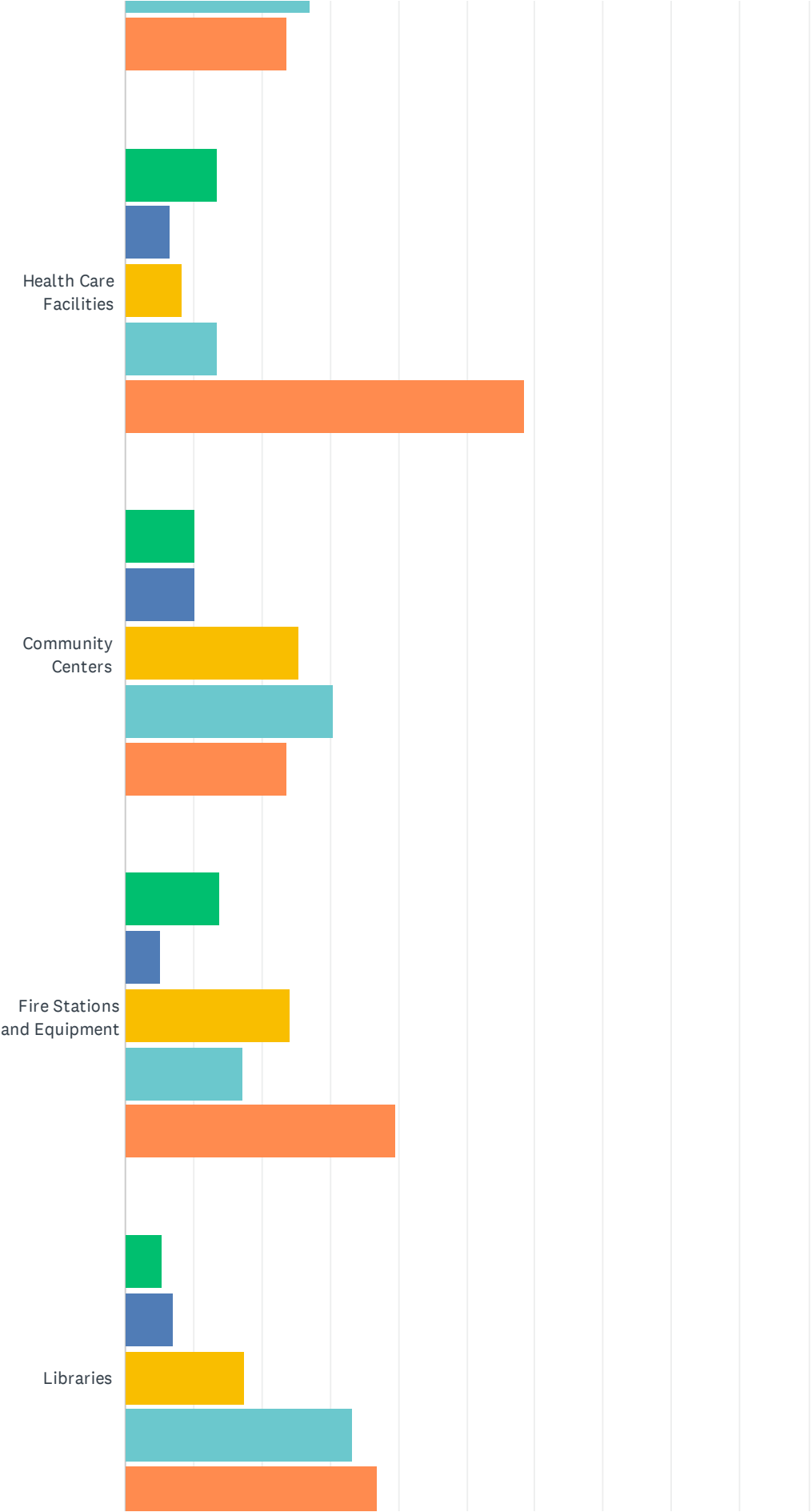


# Q1 Community Facilities

Answered: 61    Skipped: 0

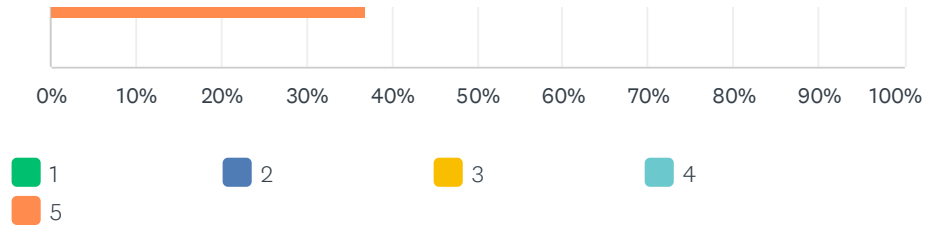








## 2024-2025 City of Denton Community Development Funding Priority Survey

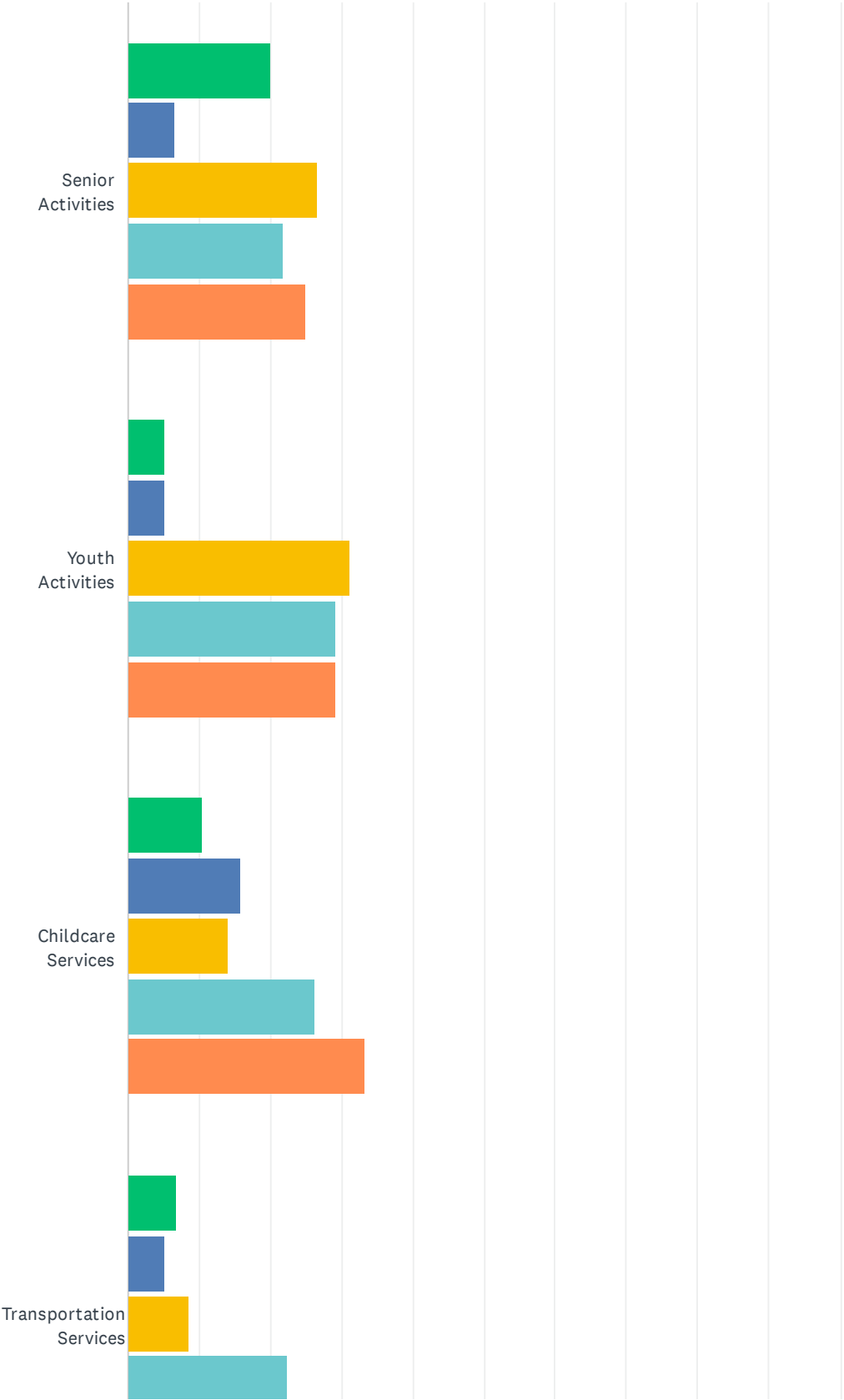


	1	2	3	4	5	TOTAL
Senior Centers	20.00% 12	6.67% 4	26.67% 16	16.67% 10	30.00% 18	60
Youth Centers	6.78% 4	10.17% 6	33.90% 20	25.42% 15	23.73% 14	59
Childcare Centers	8.47% 5	16.95% 10	16.95% 10	23.73% 14	33.90% 20	59
Parks and Recreation Facilities	3.39% 2	11.86% 7	33.90% 20	27.12% 16	23.73% 14	59
Health Care Facilities	13.33% 8	6.67% 4	8.33% 5	13.33% 8	58.33% 35	60
Community Centers	10.17% 6	10.17% 6	25.42% 15	30.51% 18	23.73% 14	59
Fire Stations and Equipment	13.79% 8	5.17% 3	24.14% 14	17.24% 10	39.66% 23	58
Libraries	5.26% 3	7.02% 4	17.54% 10	33.33% 19	36.84% 21	57

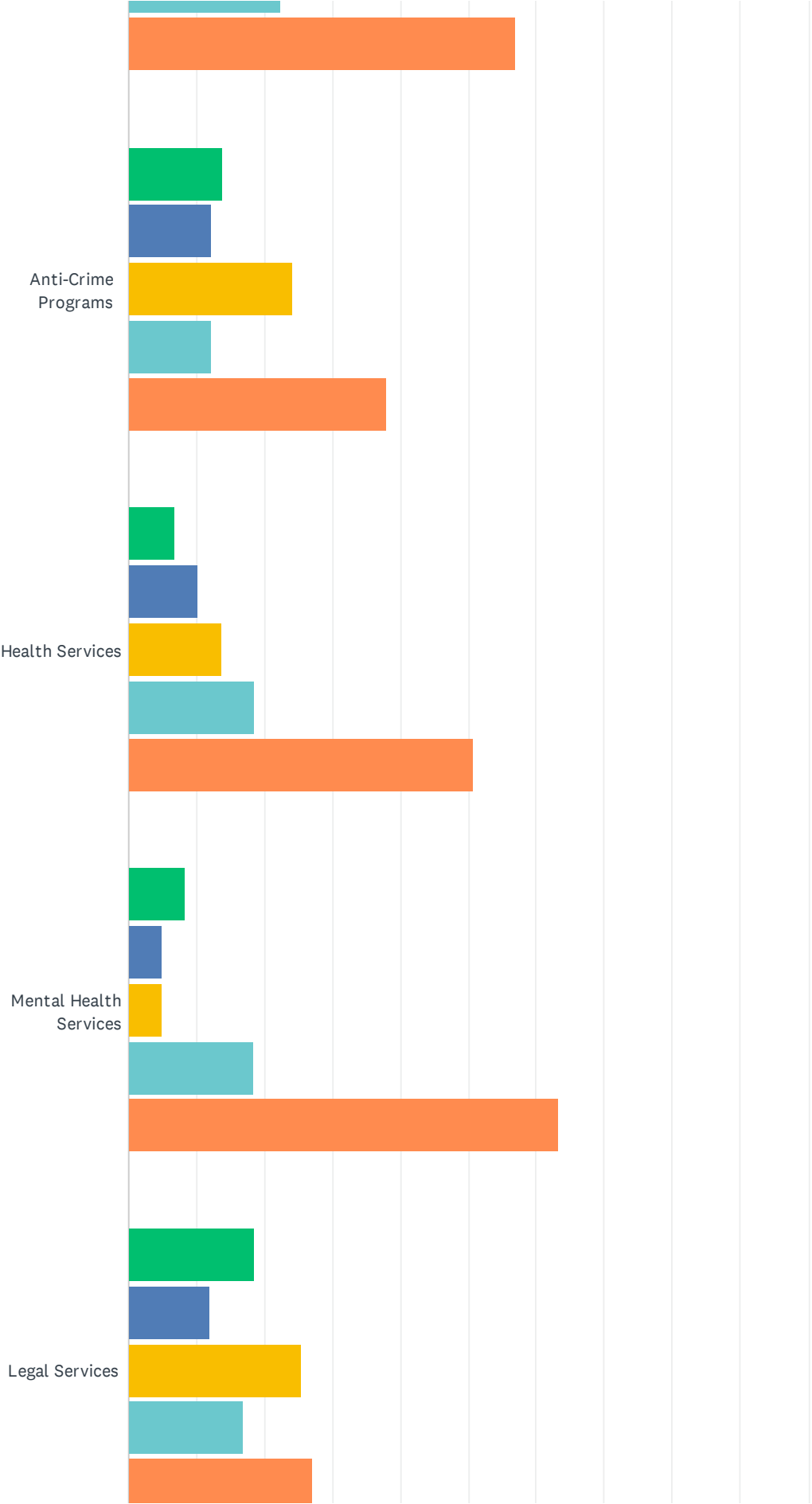


## Q2 Community Services

Answered: 61    Skipped: 0

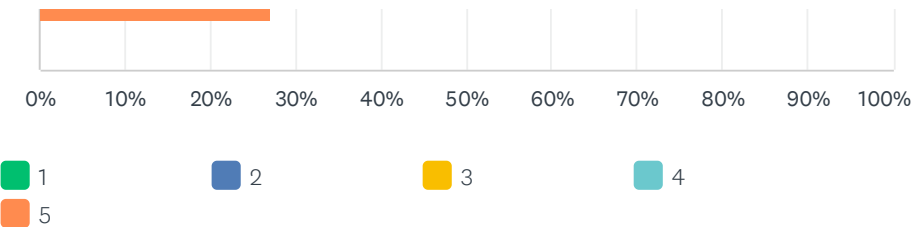








2024-2025 City of Denton Community Development Funding Priority Survey

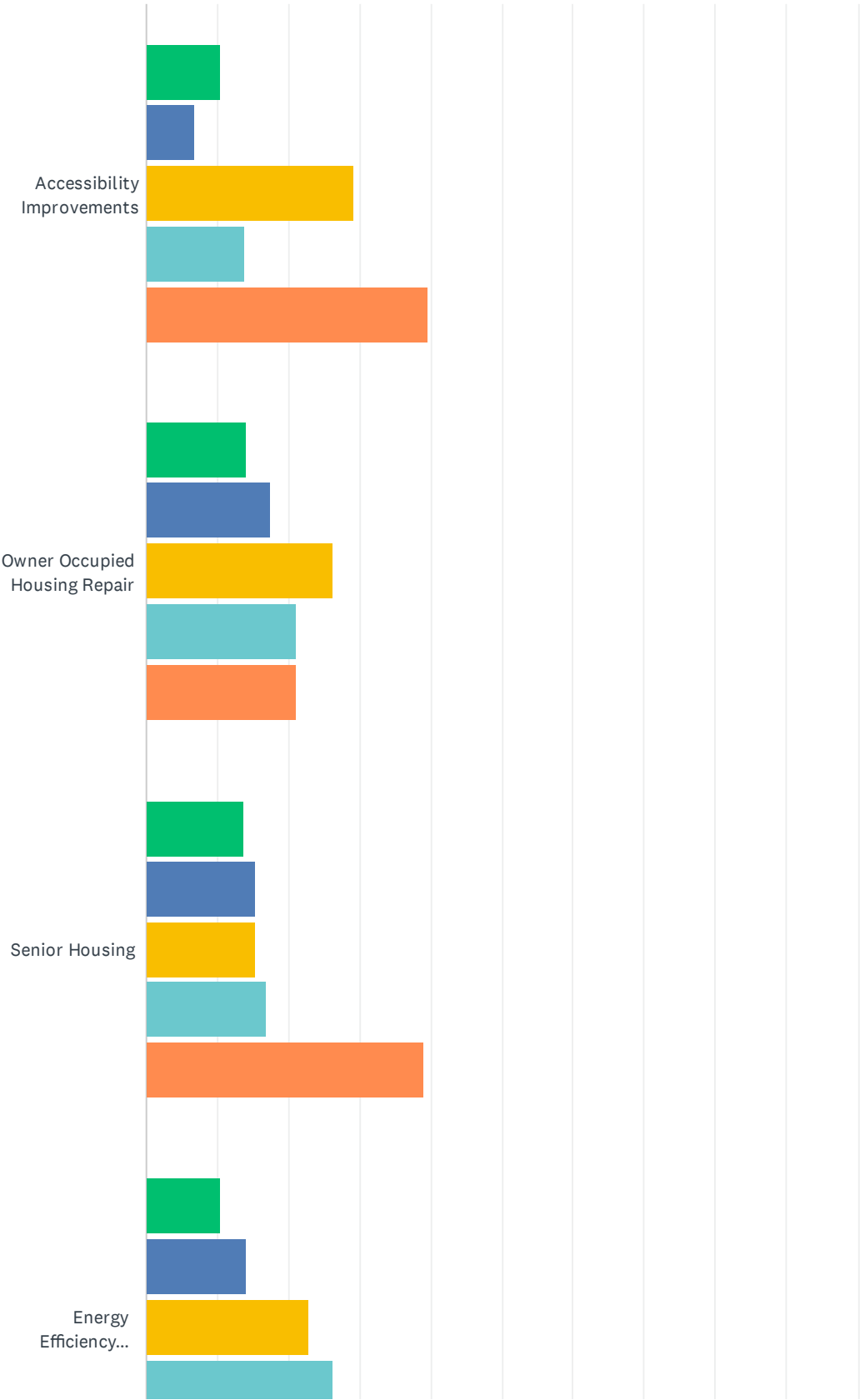


	1	2	3	4	5	TOTAL
Senior Activities	20.00% 12	6.67% 4	26.67% 16	21.67% 13	25.00% 15	60
Youth Activities	5.17% 3	5.17% 3	31.03% 18	29.31% 17	29.31% 17	58
Childcare Services	10.53% 6	15.79% 9	14.04% 8	26.32% 15	33.33% 19	57
Transportation Services	6.90% 4	5.17% 3	8.62% 5	22.41% 13	56.90% 33	58
Anti-Crime Programs	13.79% 8	12.07% 7	24.14% 14	12.07% 7	37.93% 22	58
Health Services	6.78% 4	10.17% 6	13.56% 8	18.64% 11	50.85% 30	59
Mental Health Services	8.33% 5	5.00% 3	5.00% 3	18.33% 11	63.33% 38	60
Legal Services	18.64% 11	11.86% 7	25.42% 15	16.95% 10	27.12% 16	59



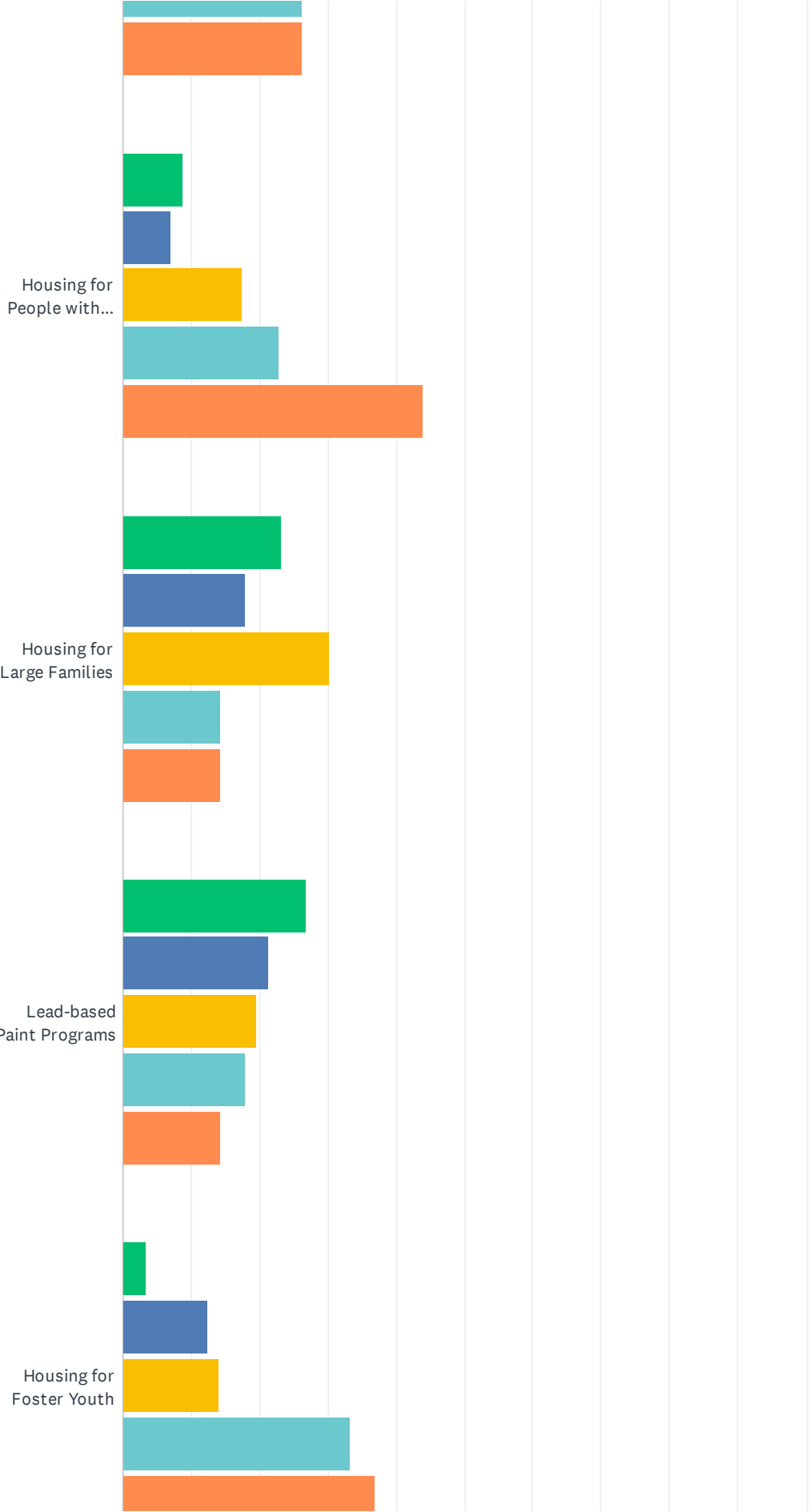
# Q3 Housing Assistance

Answered: 61    Skipped: 0



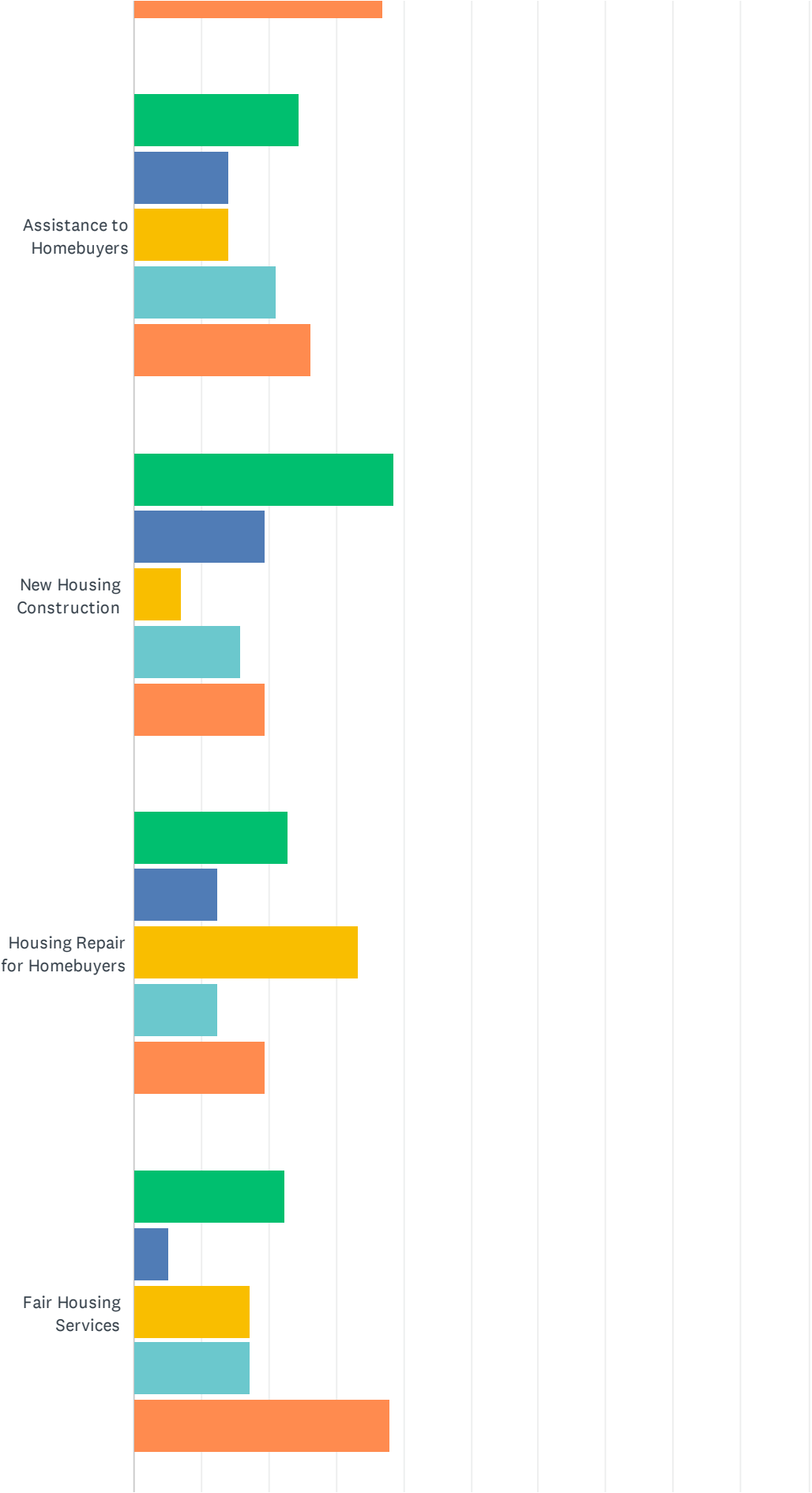


2024-2025 City of Denton Community Development Funding Priority Survey

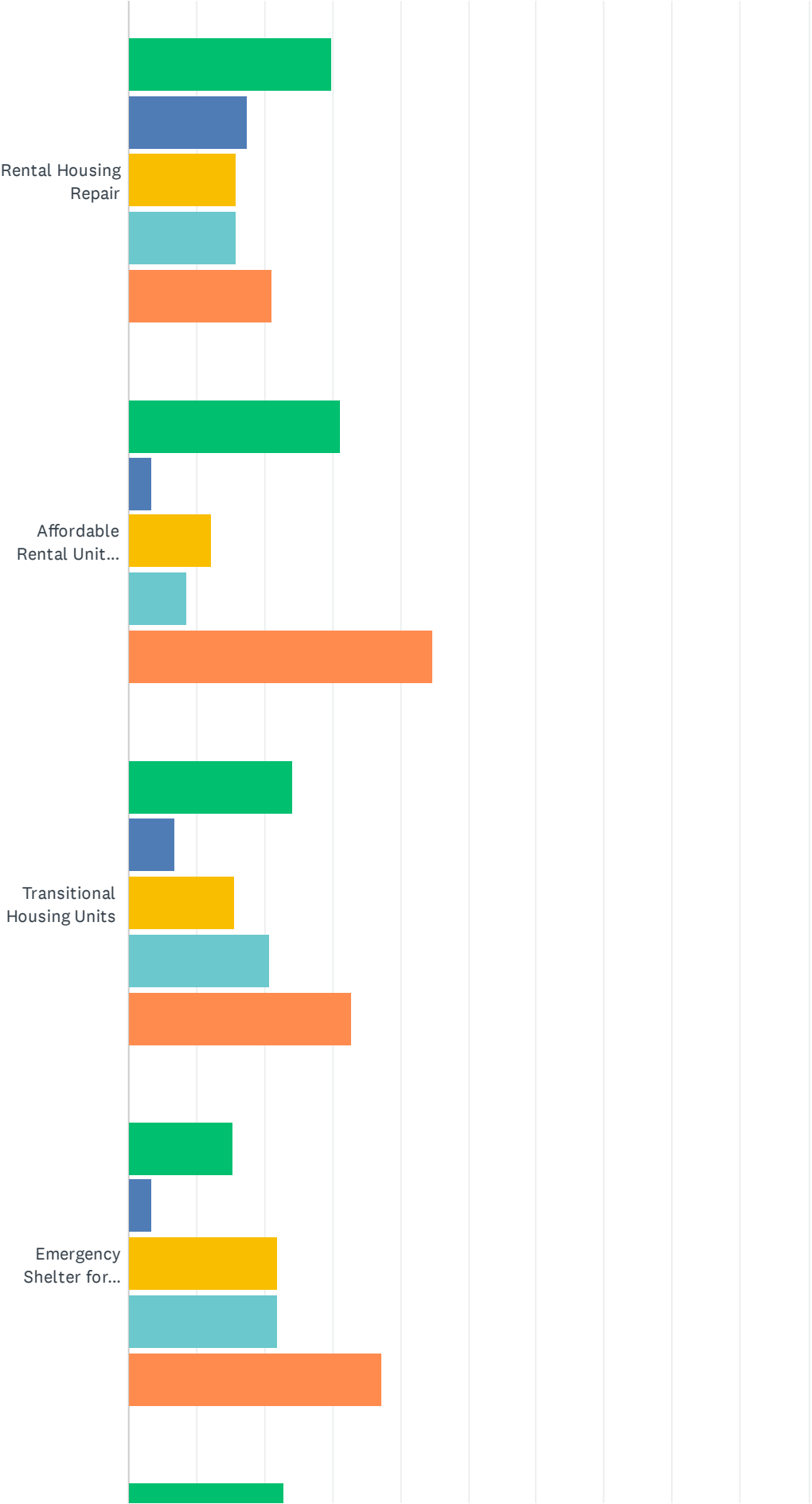




2024-2025 City of Denton Community Development Funding Priority Survey

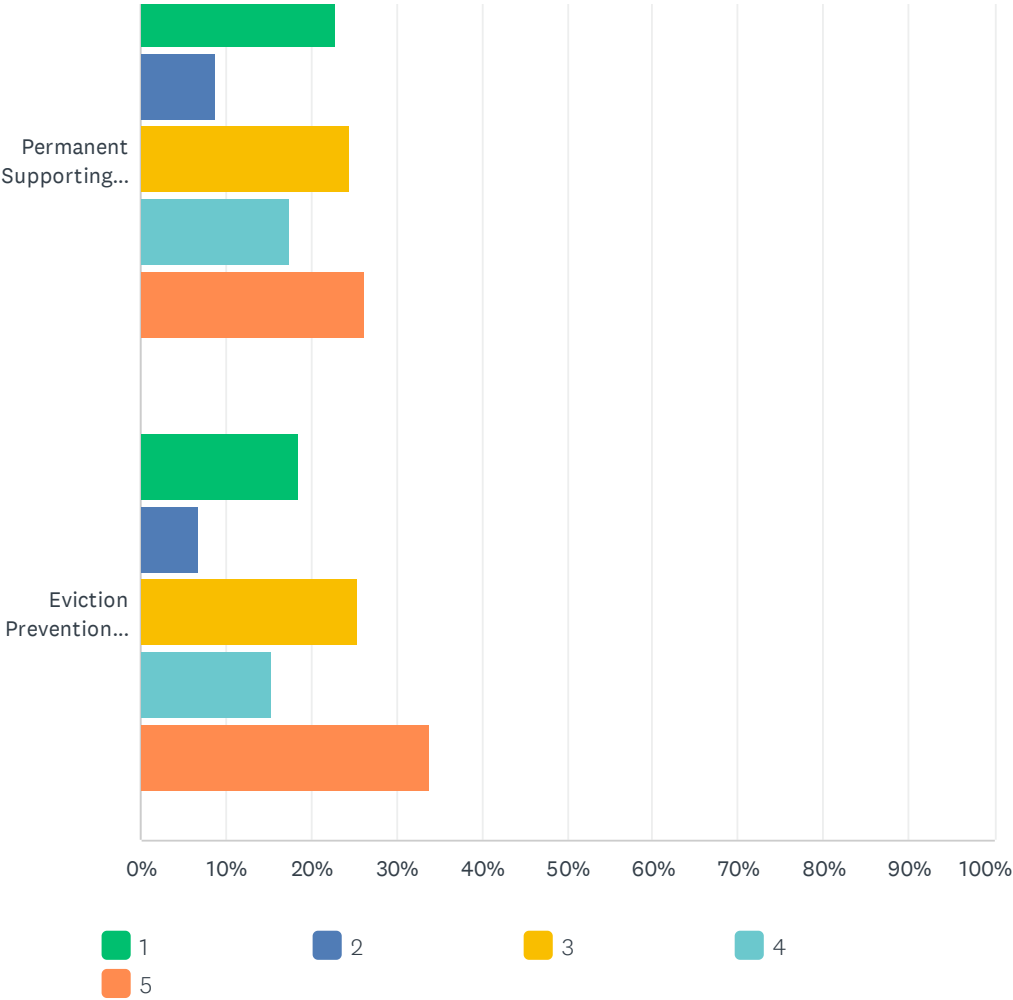








2024-2025 City of Denton Community Development Funding Priority Survey





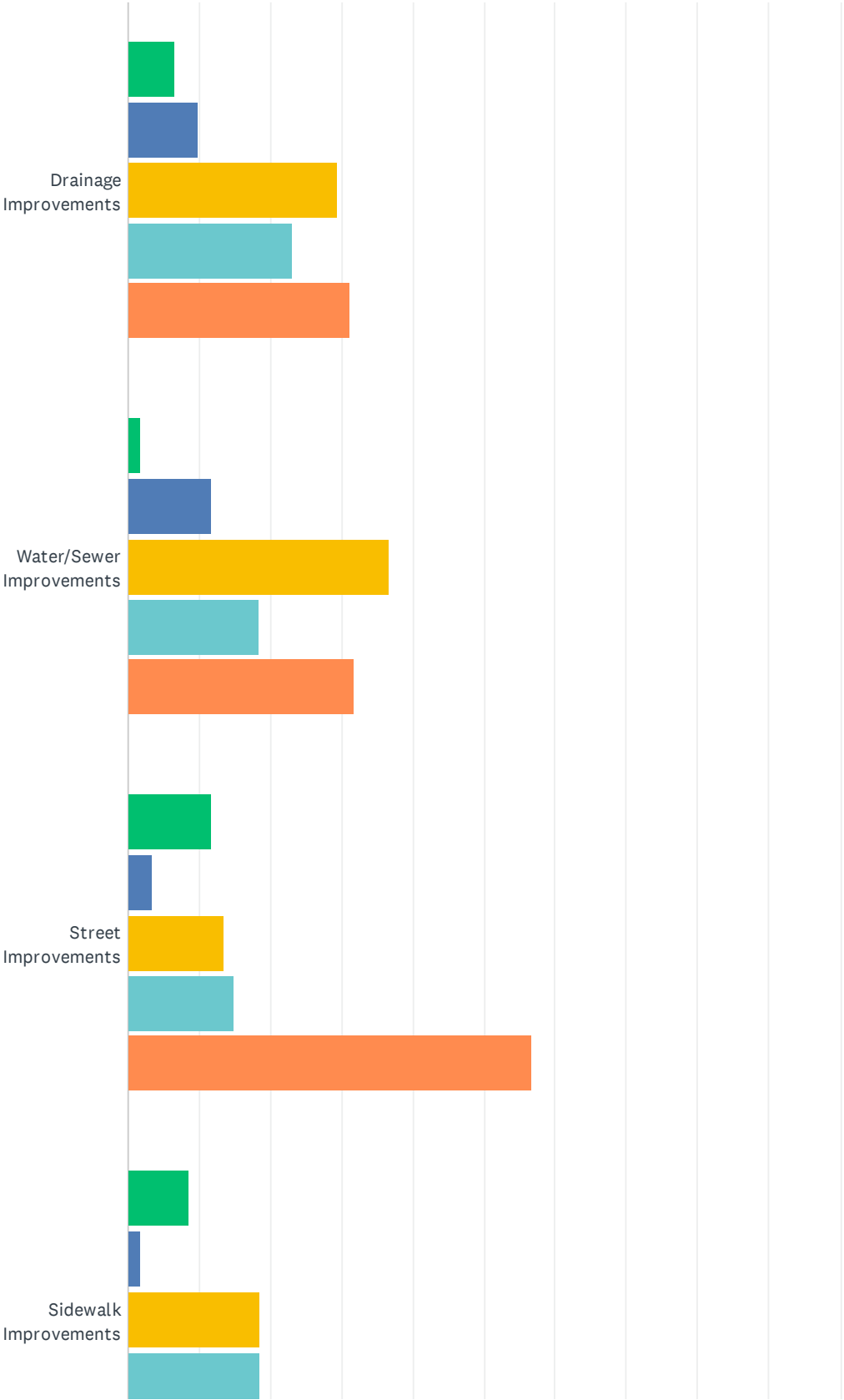
# 2024-2025 City of Denton Community Development Funding Priority Survey

	1	2	3	4	5	TOTAL
Accessibility Improvements	10.34% 6	6.90% 4	29.31% 17	13.79% 8	39.66% 23	58
Owner Occupied Housing Repair	14.04% 8	17.54% 10	26.32% 15	21.05% 12	21.05% 12	57
Senior Housing	13.56% 8	15.25% 9	15.25% 9	16.95% 10	38.98% 23	59
Energy Efficiency Improvements	10.53% 6	14.04% 8	22.81% 13	26.32% 15	26.32% 15	57
Housing for People with Disabilities	8.77% 5	7.02% 4	17.54% 10	22.81% 13	43.86% 25	57
Housing for Large Families	23.21% 13	17.86% 10	30.36% 17	14.29% 8	14.29% 8	56
Lead-based Paint Programs	26.79% 15	21.43% 12	19.64% 11	17.86% 10	14.29% 8	56
Housing for Foster Youth	3.51% 2	12.28% 7	14.04% 8	33.33% 19	36.84% 21	57
Assistance to Homebuyers	24.56% 14	14.04% 8	14.04% 8	21.05% 12	26.32% 15	57
New Housing Construction	38.60% 22	19.30% 11	7.02% 4	15.79% 9	19.30% 11	57
Housing Repair for Homebuyers	22.81% 13	12.28% 7	33.33% 19	12.28% 7	19.30% 11	57
Fair Housing Services	22.41% 13	5.17% 3	17.24% 10	17.24% 10	37.93% 22	58
Rental Housing Repair	29.82% 17	17.54% 10	15.79% 9	15.79% 9	21.05% 12	57
Affordable Rental Unit Construction	31.03% 18	3.45% 2	12.07% 7	8.62% 5	44.83% 26	58
Transitional Housing Units	24.14% 14	6.90% 4	15.52% 9	20.69% 12	32.76% 19	58
Emergency Shelter for People Experiencing Homelessness	15.25% 9	3.39% 2	22.03% 13	22.03% 13	37.29% 22	59
Permanent Supporting Housing	22.81% 13	8.77% 5	24.56% 14	17.54% 10	26.32% 15	57
Eviction Prevention Assistance	18.64% 11	6.78% 4	25.42% 15	15.25% 9	33.90% 20	59



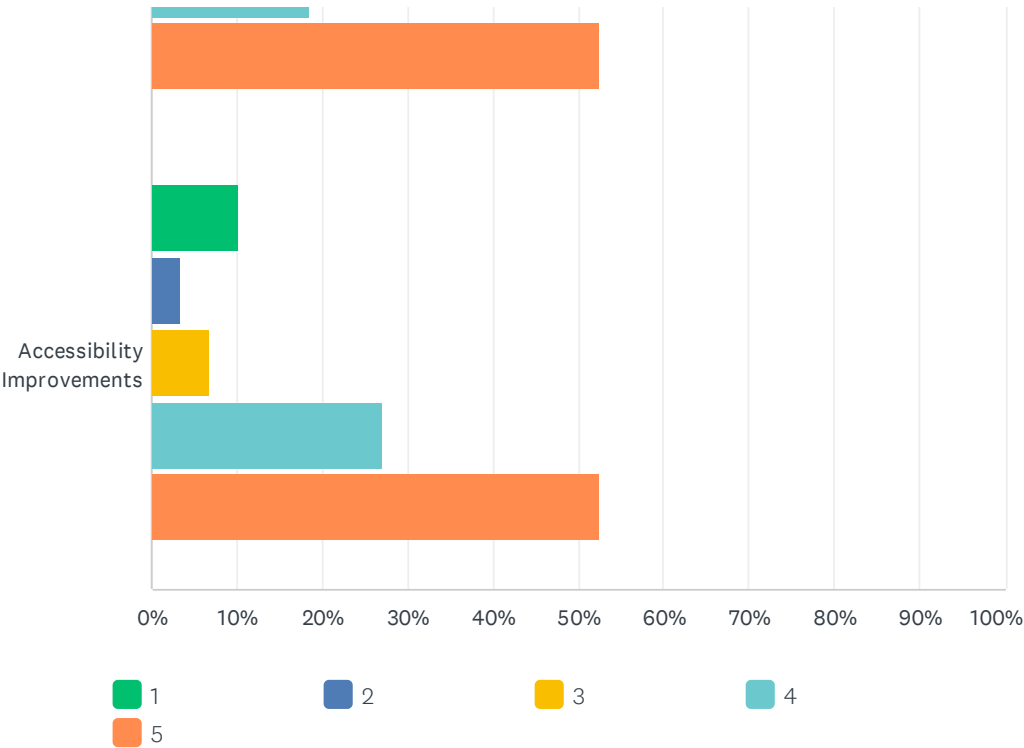
# Q4 Infrastructure

Answered: 61    Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey

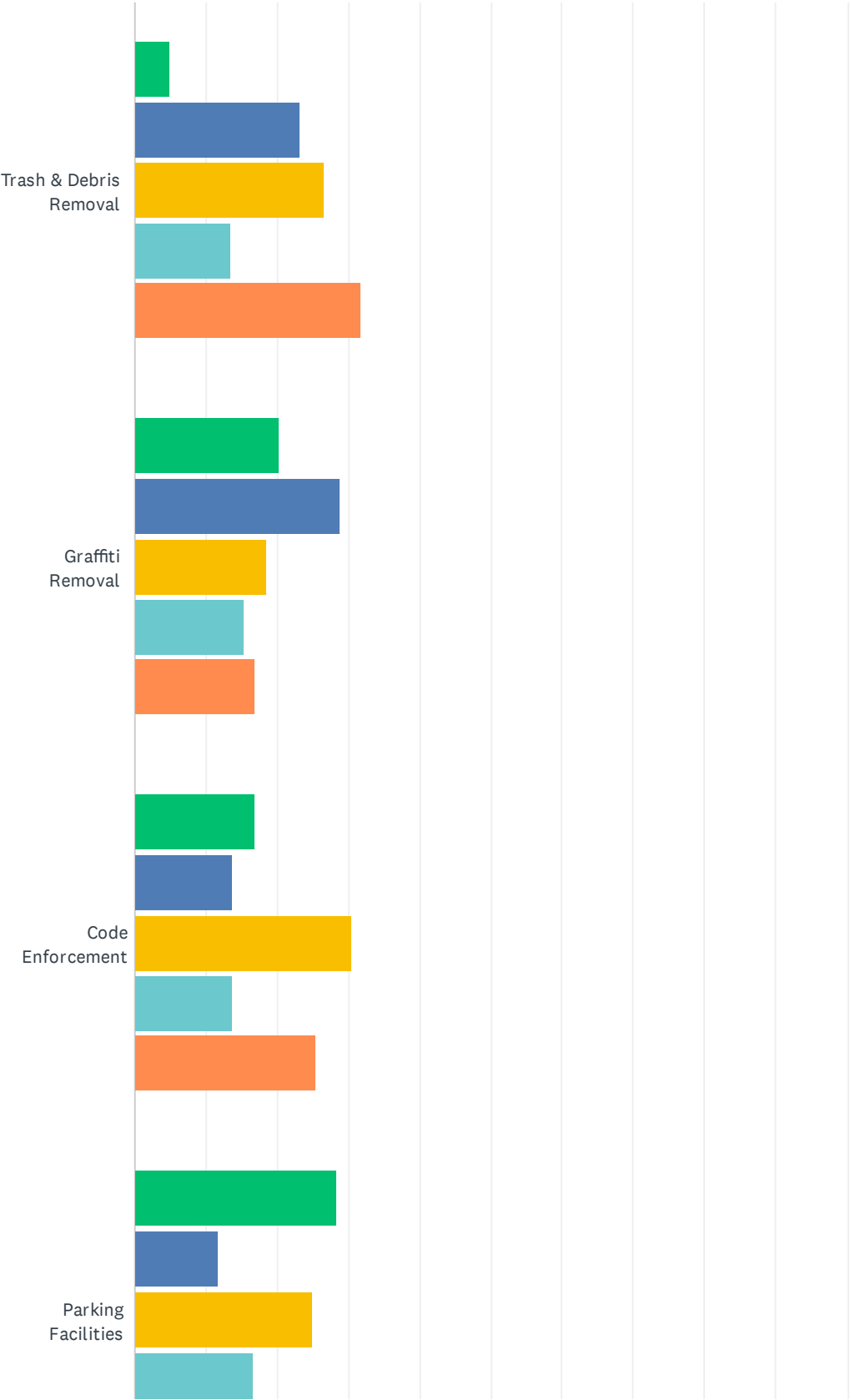


	1	2	3	4	5	TOTAL
Drainage Improvements	6.56% 4	9.84% 6	29.51% 18	22.95% 14	31.15% 19	61
Water/Sewer Improvements	1.67% 1	11.67% 7	36.67% 22	18.33% 11	31.67% 19	60
Street Improvements	11.67% 7	3.33% 2	13.33% 8	15.00% 9	56.67% 34	60
Sidewalk Improvements	8.47% 5	1.69% 1	18.64% 11	18.64% 11	52.54% 31	59
Accessibility Improvements	10.17% 6	3.39% 2	6.78% 4	27.12% 16	52.54% 31	59



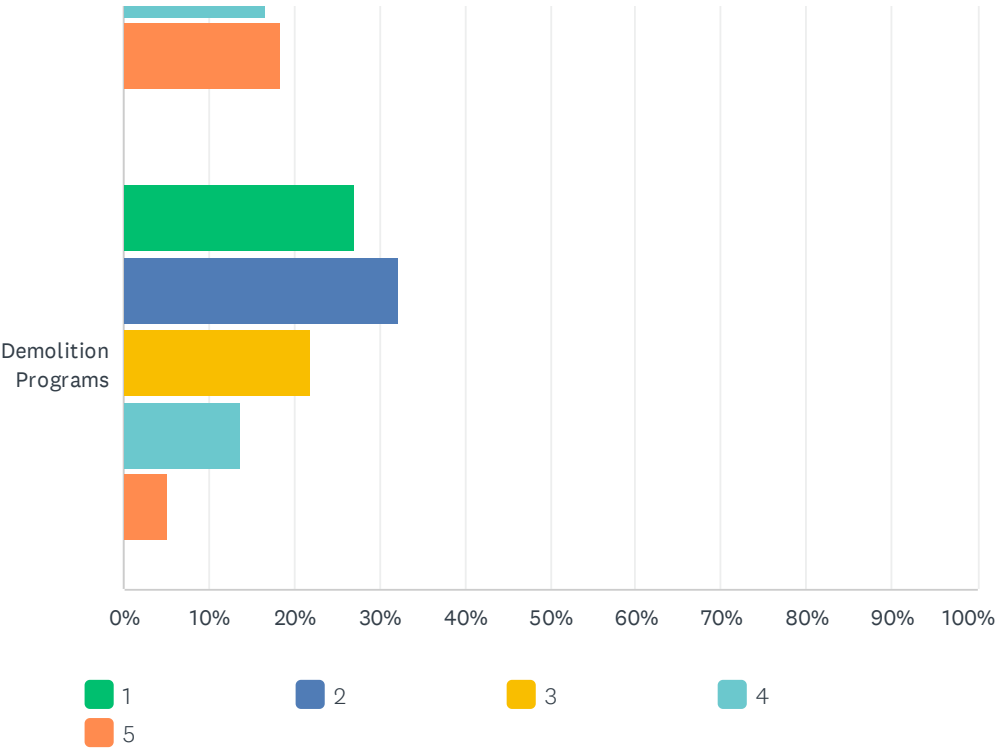
# Q5 Neighborhood Services

Answered: 61    Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey

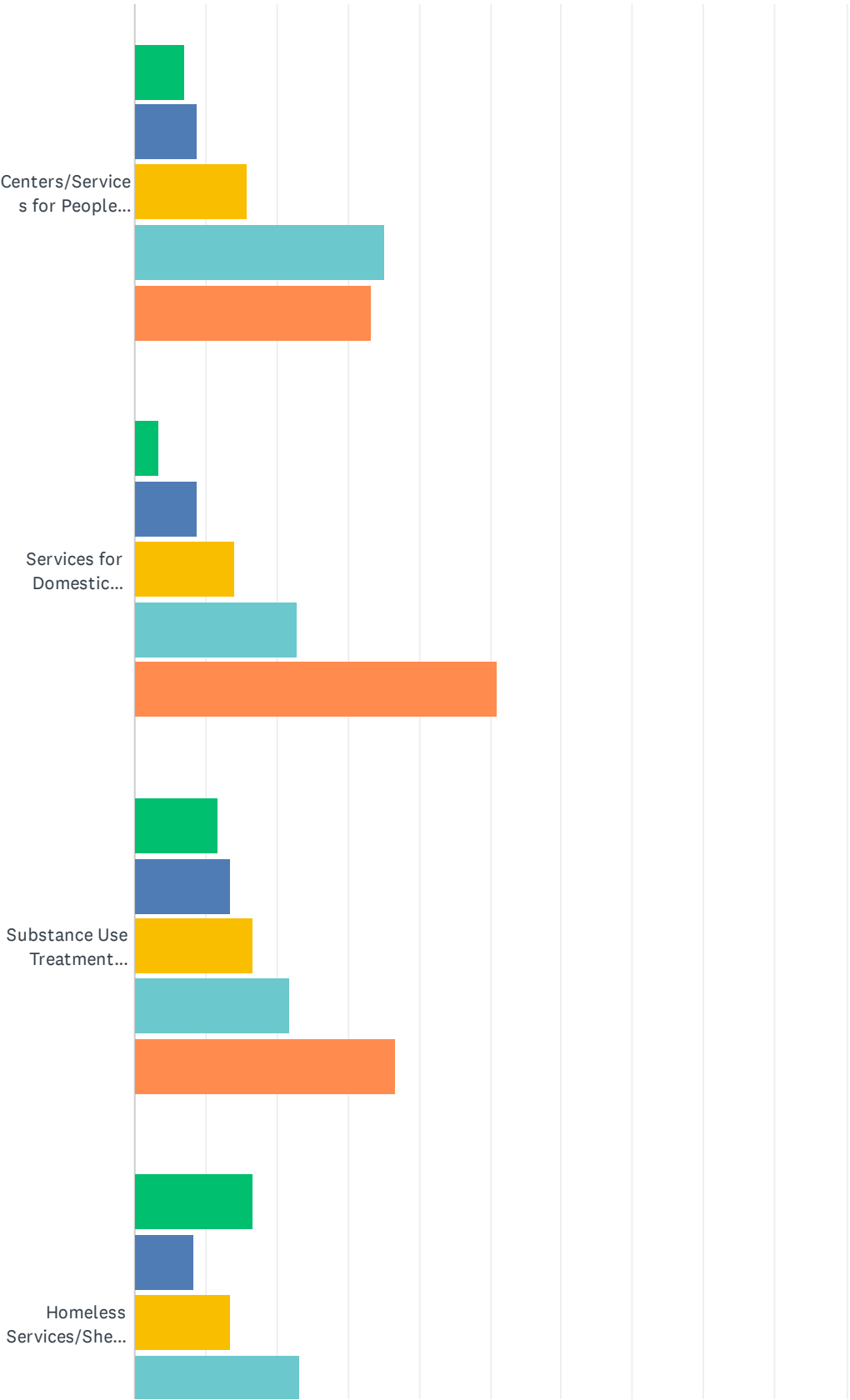


	1	2	3	4	5	TOTAL
Trash & Debris Removal	5.00% 3	23.33% 14	26.67% 16	13.33% 8	31.67% 19	60
Graffiti Removal	20.34% 12	28.81% 17	18.64% 11	15.25% 9	16.95% 10	59
Code Enforcement	16.95% 10	13.56% 8	30.51% 18	13.56% 8	25.42% 15	59
Parking Facilities	28.33% 17	11.67% 7	25.00% 15	16.67% 10	18.33% 11	60
Demolition Programs	27.12% 16	32.20% 19	22.03% 13	13.56% 8	5.08% 3	59



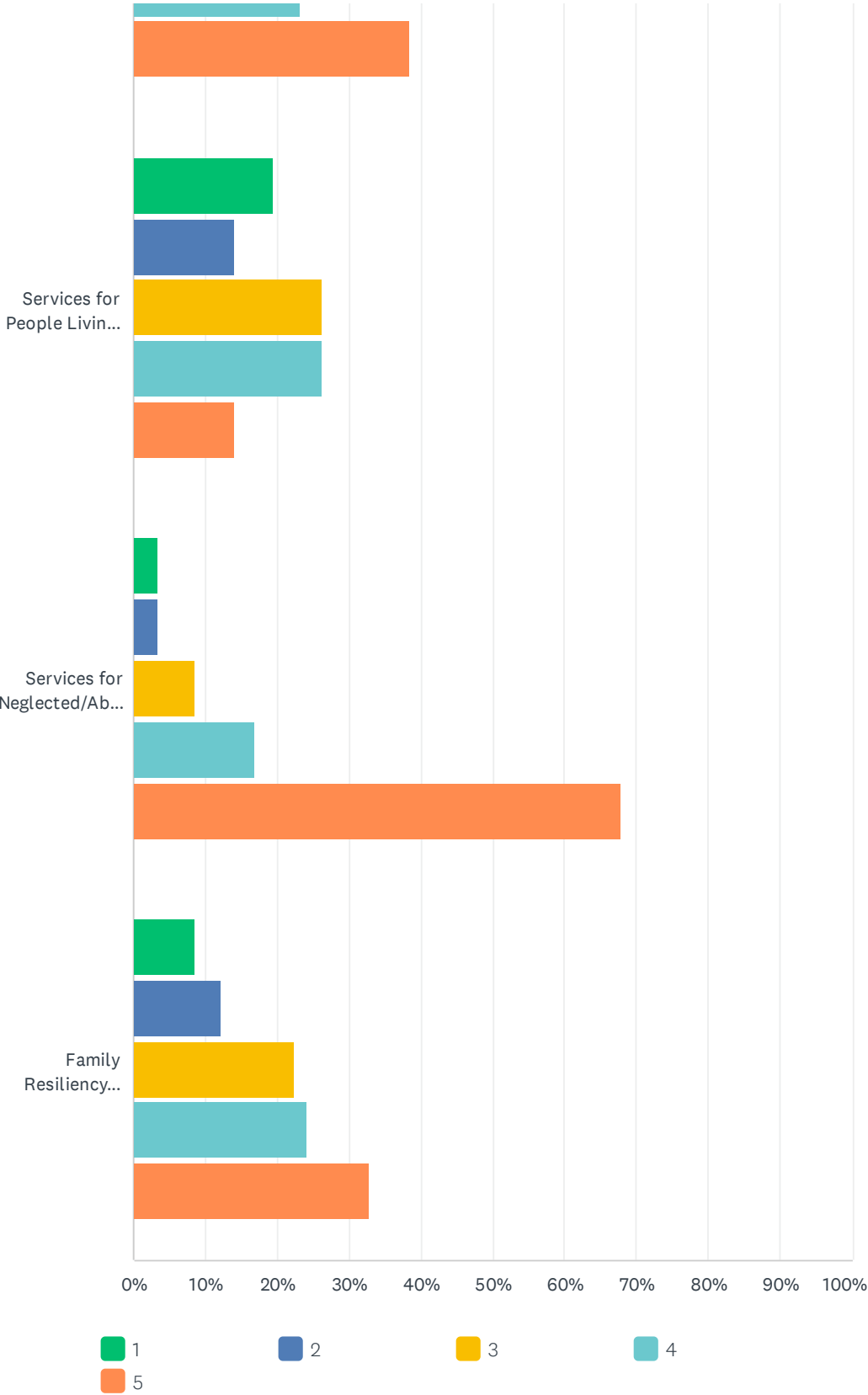
## Q6 Special Populations

Answered: 61   Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey





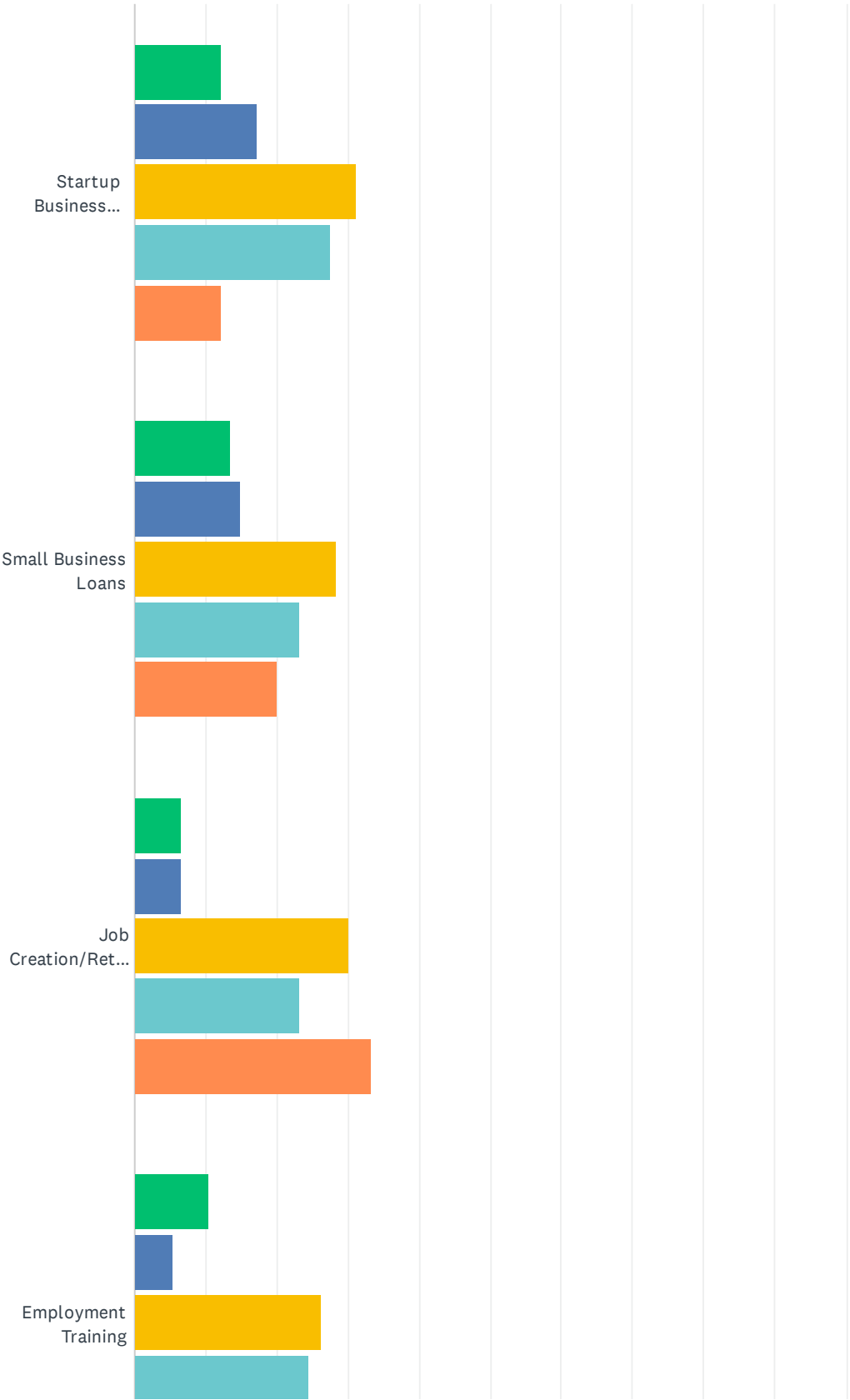
# 2024-2025 City of Denton Community Development Funding Priority Survey

	1	2	3	4	5	TOTAL
Centers/Services for People with Disabilities	7.02% 4	8.77% 5	15.79% 9	35.09% 20	33.33% 19	57
Services for Domestic Violence/Sexual Assault Survivors	3.51% 2	8.77% 5	14.04% 8	22.81% 13	50.88% 29	57
Substance Use Treatment Services	11.67% 7	13.33% 8	16.67% 10	21.67% 13	36.67% 22	60
Homeless Services/Shelters	16.67% 10	8.33% 5	13.33% 8	23.33% 14	38.33% 23	60
Services for People Living with HIV/AIDS	19.30% 11	14.04% 8	26.32% 15	26.32% 15	14.04% 8	57
Services for Neglected/Abused Children	3.39% 2	3.39% 2	8.47% 5	16.95% 10	67.80% 40	59
Family Resiliency Services	8.62% 5	12.07% 7	22.41% 13	24.14% 14	32.76% 19	58



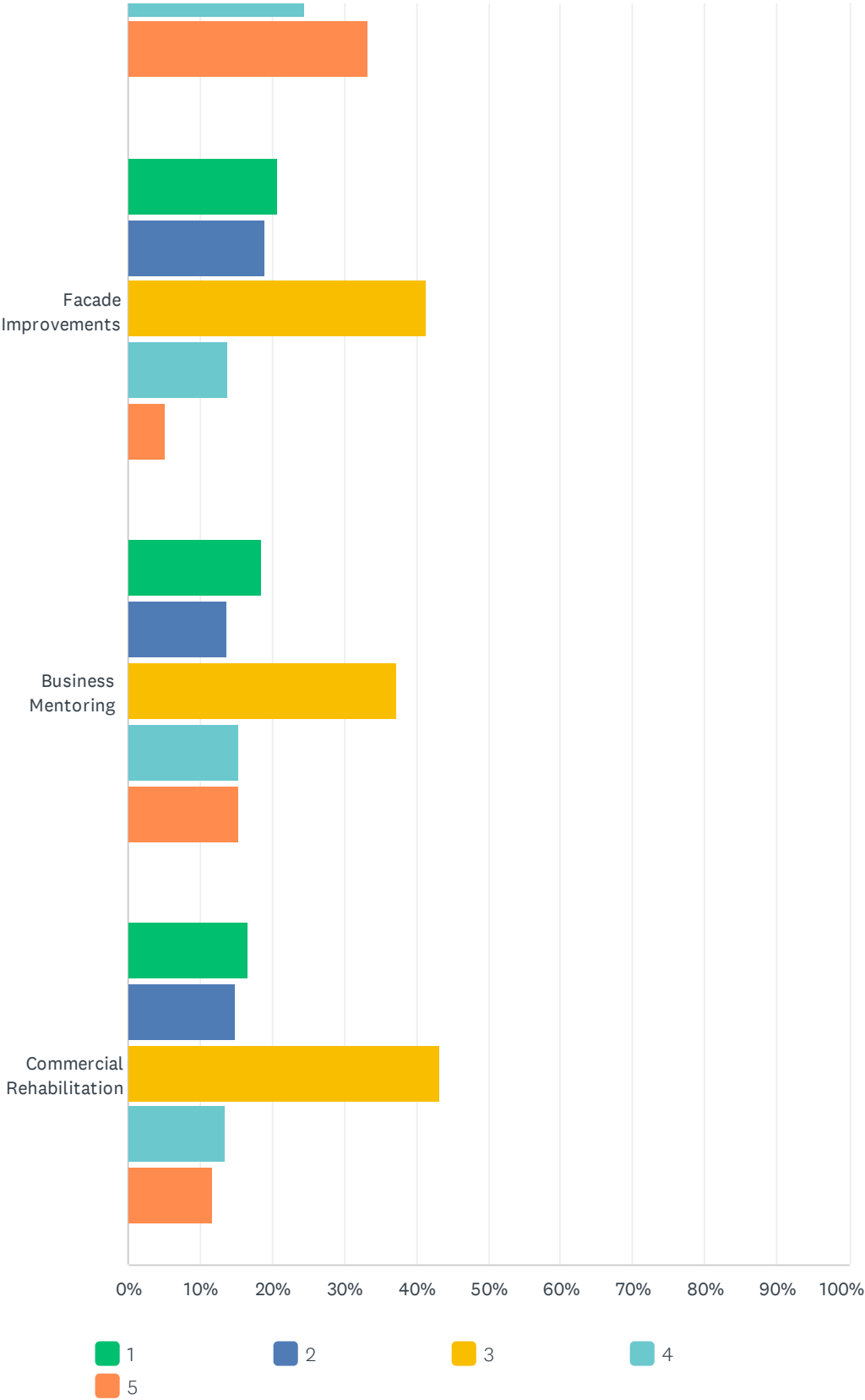
# Q7 Businesses & Jobs

Answered: 61    Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey





# 2024-2025 City of Denton Community Development Funding Priority Survey

	1	2	3	4	5	TOTAL
Startup Business Assistance	12.07% 7	17.24% 10	31.03% 18	27.59% 16	12.07% 7	58
Small Business Loans	13.33% 8	15.00% 9	28.33% 17	23.33% 14	20.00% 12	60
Job Creation/Retention	6.67% 4	6.67% 4	30.00% 18	23.33% 14	33.33% 20	60
Employment Training	10.53% 6	5.26% 3	26.32% 15	24.56% 14	33.33% 19	57
Facade Improvements	20.69% 12	18.97% 11	41.38% 24	13.79% 8	5.17% 3	58
Business Mentoring	18.64% 11	13.56% 8	37.29% 22	15.25% 9	15.25% 9	59
Commercial Rehabilitation	16.67% 10	15.00% 9	43.33% 26	13.33% 8	11.67% 7	60



## Q8 Other Community Needs

Answered: 34   Skipped: 27

#	RESPONSES	DATE
1	As much outdoor recreation as possible; access to fresh produce and meat	11/21/2023 10:24 AM
2	Transportation systems in Denton are very broken. We need a simpler way to get to any part of Denton that's affordable. Especially for single moms, seniors and others without reliable transportation.	11/21/2023 7:25 AM
3	Funding for bicycle and pedestrian infrastructure.	11/21/2023 12:18 AM
4	A tiny home community, maybe the shipping containers for those who are homeless or in need of transitional housing. Near public transportation so they can get to jobs.	11/20/2023 8:47 PM
5	Please prioritize health and initiatives that make it easier for people to have and stay in permanent housing. We also need to focus on initiatives that prevent people from becoming homeless in the first place: high housing and transportation costs. Workers need lower transportation costs to access and keep jobs. Many of Denton's job areas are car-dependent and incredibly dangerous for people without a car to access. Spending thousands each year to own and maintain a car should not be a requirement to access jobs in Denton. I'd like to see funding dedicated to people who are at risk of eviction any time one small thing goes wrong in their life. These people need a safety net. They need to stay housed. I'd like to see initiatives to bring down the cost to construct housing. But even then, some degree of subsidization is needed for lower-income residents. But I want us to ensure any subsidization is having the desired effect without raising rents on other units in the complex or lining the pockets of clever developers who know how to game the system. We need an evidence-based, proven approach and need to avoid doing things just because other cities are doing them and they sound good on the surface.	11/20/2023 4:12 PM
6	Tiny House Development; Bus Route Restoration; Roadway Reconfiguration (Lane Reduction); Protected Bike Lanes; Ebike Rebates/Vouchers; Public Restroom Network	11/17/2023 10:07 PM
7	Entertainment other than on the square. We need a children's hospital! Our closest option is either Prosper or Plano, that is way to far when it is needed.	11/15/2023 5:24 AM
8	Please investigate expanding block-level neighborhood grant programs to allow funding private property improvements. Oswego Renaissance Association and the Charlotte SC Neighborhood Grant Program look like great models focussed on increasing neighborhood relationships and cohesion.	11/14/2023 3:40 PM
9	Facilities and services to provide people, especially seniors, a place to sell hand-made goods and art without having to pay out high rental booth costs that cuts heavily into already small profit margins. There are a lot of craft fairs in the late fall for the holidays but many people would love a way to sell their goods throughout the year and city wide events in a city facility would really help with that endeavor. Also, a bi-annual city-wide garage sale/flea market would be a great way for people to sell unwanted items to prevent them ending up in a landfill. A city sponsored event would get more traffic than neighborhood garage sales.	11/14/2023 3:33 PM
10	Pecan Creek area in New Southeast denton needs more single family homes.	11/11/2023 9:38 AM
11	Transitional housing- Tiny homes	11/10/2023 11:22 PM
12	Fix the fucking streets.	11/10/2023 12:23 PM
13	Historical Preservation of WPA and century-old infrastructure	11/10/2023 9:49 AM
14	Property Homeowner tax relief	11/10/2023 8:59 AM
15	Invest in more joint efforts with existing non-profits to leverage community resources to solve problems/provide for the community.	11/10/2023 8:23 AM
16	Taking 20 years to build a homeless shelter knky to have it vastly undersized was a huge	11/9/2023 12:19 AM



## 2024-2025 City of Denton Community Development Funding Priority Survey

mistake . You can do better Denton!!!

17	Installing Bicycling and pedestrian assets - sidewalks, protected bike lanes, bike parking facilities, covered bike parking at City facilities, etc. Trees are capital assets - they improve air quality, provide shade for people, and improve the built environment. Trees should be included in conjunction with Engineering and Street capital projects, and planted at low income properties in order to improve the canopy coverage in low income zip codes.	11/7/2023 7:41 PM
18	roads roads roads repair!	11/6/2023 5:52 PM
19	Cost of living needs to come down	11/6/2023 4:29 PM
20	Sustainability upgrades, parks and trails, bike and pedestrian infrastructure, incentives for grocery/less food deserts, more mass transit/busses	11/6/2023 2:58 PM
21	roads need a lot of help	11/6/2023 2:07 PM
22	Indoor tennis center, please	11/6/2023 10:48 AM
23	Renewed focus on synchronizing projects. I have attended separate meetings on "how to improve air quality in Denton" which targeted (among other things) fossil fueled vehicles. I then attended another meeting on how wonderful the new "X" crosswalks and added stop signs up and down Locust/Elm were ... which cause vehicles to sit for a longer period of time and emit gasses. I am not advocating for or against either project - just asking that groups within the city become less compartmentalized and consider impact to other initiatives.	11/5/2023 9:21 AM
24	Stop redoing the sidewalk corners on the square.	11/3/2023 10:05 PM
25	Please support child care professionals so that there can be more availability of affordable child care.	10/30/2023 4:10 PM
26	Affordable Senior Housing and Disability is a huge need. I work in this sector and our waiting list is 2.5 years out. Other affordable units may be more than that.	10/30/2023 2:49 PM
27	Stop wholesale destruction of Greenspaces for Apartments that do not provide affordable rental units. We need to focus on plans that keep our trees and habitats. Make an attempt to attract affordable housing instead of granting all the tax incentives to investors who don't care about our community. Denton employed Atria to complete a comprehensive study of housing and development needs. This included community input. The resulting recommendations for affordable and transitional housing as well as permanent supportive services and housing are basically being ignored by the City. Additionally, much of the city's "affordable" rental units do not provide safe, habitable living space. Denton needs a large scale inspection and enforcement program to protect tenants. The city is also not working toward creating any of the transitional housing recommended by Consultants. Rather than support a cooperative process, the city has focused on trying to create a competitive process that makes any progress impossible. Stop the petty, vindictive name calling and help us work for the community's betterment. What's the point of asking for community input when it is ignored. Staff who don't even live in our Community should not direct development. It's destroying Denton.	10/25/2023 7:44 AM
28	Community development staff is rude, not friendly, lacks empathy and is arrogantly unqualified. Top people are overpaid and under qualified lacking knowledge and bigoted.	10/25/2023 5:52 AM
29	More Affordable quality childcare is desperately needed. Staff turnover is too high and creates an unsafe environment.	10/24/2023 11:11 AM
30	Hensley and Shaw need to quit handing down unfunded mandates to Our Daily Bread, particularly as it pertains to their insistence that the security team's oversight of off-property activity. That shelter was never big enough to handle the community need; the city only ever contributed to move unhoused people to the fringes of town. I ranked "anti-crime" lowest because all of the other programs and services ARE anti-crime measures, so I assume that just means forking more money over to cops to buy their murder toys and questionably surveil citizens. If there are real ideas to prevent crime -- things like youth mentorship, facilitating low income student participation in team sports; housing, medical, and food assistance, etc., -- then I'd rank it much higher, perhaps even highest. Genuine transportation and accessibility options need to be available. Watts' little money grab and privatization bid with dangerous and unreliable Gozone needs to be investigated and seriously reevaluated.	10/24/2023 8:48 AM
31	Increasing accessibility, amount, and repair of sidewalks More bike lines More bus routes to make more of the city accessible for more of the city Tiny home village for houseless	10/23/2023 8:47 AM



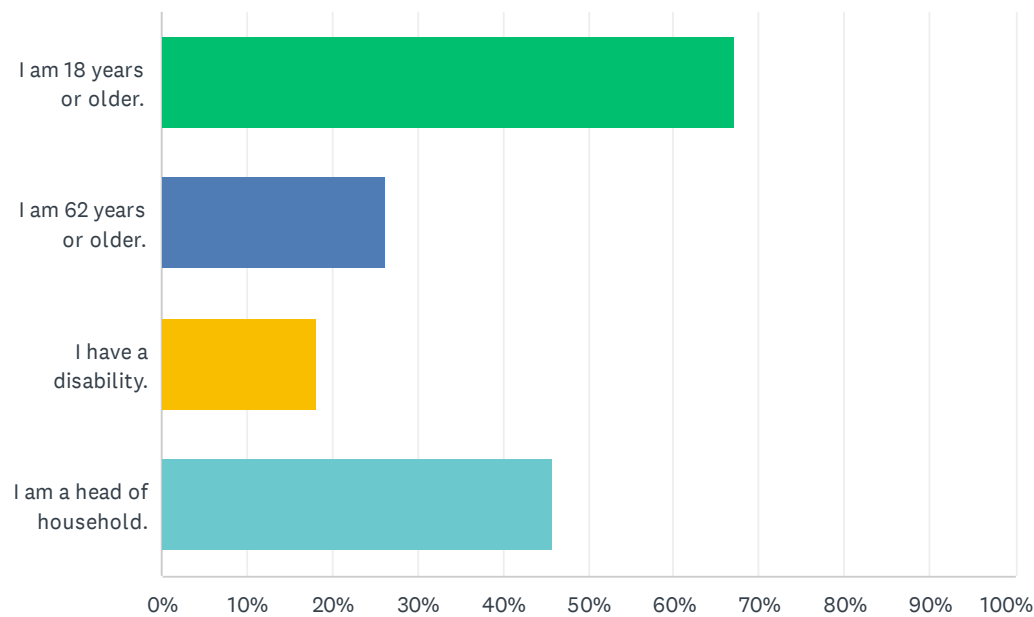
## 2024-2025 City of Denton Community Development Funding Priority Survey

	population Construction of many more affordable housing units to combat the housing crisis	
32	More accessible transportation capacity for seniors and disabled.	10/23/2023 7:41 AM
33	Ensure Disability Neighborhoods such as Denton's Housing near Mockingbird and Paisley has sidewalks to local commercial businesses. We see disabled neighbors in wheelchairs in the road with no sidewalks trying to visit the local stores. There should be a sidewalk project to remove these barriers along Mockingbird.	10/21/2023 10:05 AM
34	Housing for low income ( housing vouchers).	10/20/2023 3:41 PM



Q9 Please tell us about yourself (Select all that apply)

Answered: 61    Skipped: 0



ANSWER CHOICES	RESPONSES	
I am 18 years or older.	67.21%	41
I am 62 years or older.	26.23%	16
I have a disability.	18.03%	11
I am a head of household.	45.90%	28
Total Respondents: 61		



## Q10 What is your Zip Code of residence?

Answered: 61   Skipped: 0

#	RESPONSES	DATE
1	76210	11/30/2023 6:05 AM
2	76208	11/23/2023 7:36 AM
3	76209	11/21/2023 8:43 PM
4	76210	11/21/2023 1:23 PM
5	76226	11/21/2023 10:24 AM
6	76205	11/21/2023 10:05 AM
7	76210	11/21/2023 7:25 AM
8	76209	11/21/2023 12:18 AM
9	76208	11/20/2023 8:47 PM
10	76207	11/20/2023 8:21 PM
11	76201	11/20/2023 4:12 PM
12	76226	11/17/2023 10:07 PM
13	76205	11/15/2023 5:24 AM
14	76209	11/14/2023 5:23 PM
15	76201	11/14/2023 3:40 PM
16	76226	11/14/2023 3:33 PM
17	76209	11/14/2023 2:21 PM
18	76201	11/14/2023 1:22 PM
19	76208	11/11/2023 9:38 AM
20	76209	11/10/2023 11:22 PM
21	76209	11/10/2023 12:23 PM
22	76226	11/10/2023 10:42 AM
23	76210	11/10/2023 9:49 AM
24	76209	11/10/2023 8:59 AM
25	76201	11/10/2023 8:23 AM
26	76207	11/9/2023 10:13 AM
27	76210	11/9/2023 12:19 AM
28	76207	11/7/2023 7:41 PM
29	76207	11/7/2023 10:41 AM
30	76205	11/6/2023 5:52 PM
31	76209	11/6/2023 4:29 PM
32	76209	11/6/2023 2:58 PM
33	76210	11/6/2023 2:07 PM



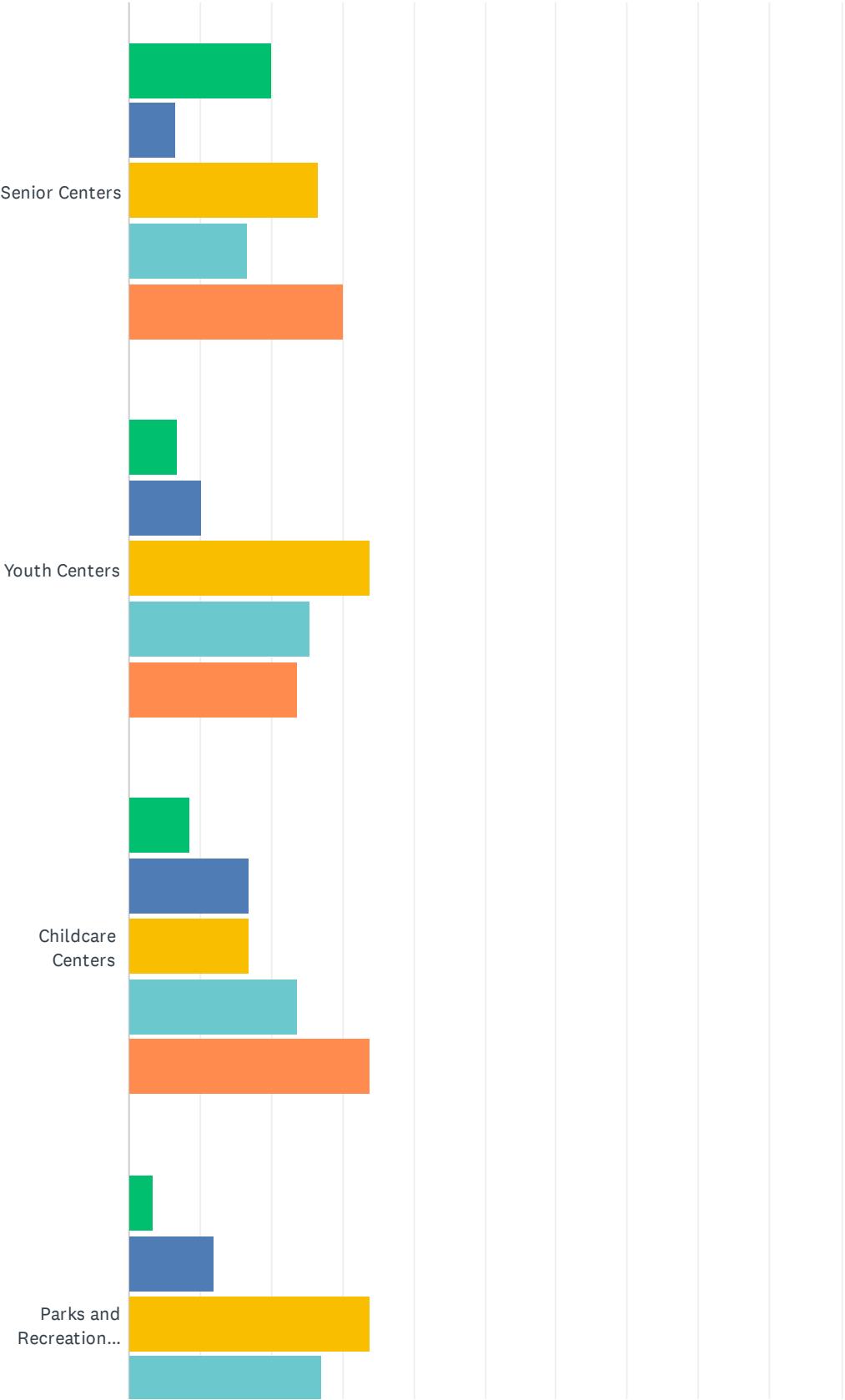
## 2024-2025 City of Denton Community Development Funding Priority Survey

34	76210	11/6/2023 1:17 PM
35	76210	11/6/2023 10:48 AM
36	76210	11/6/2023 10:31 AM
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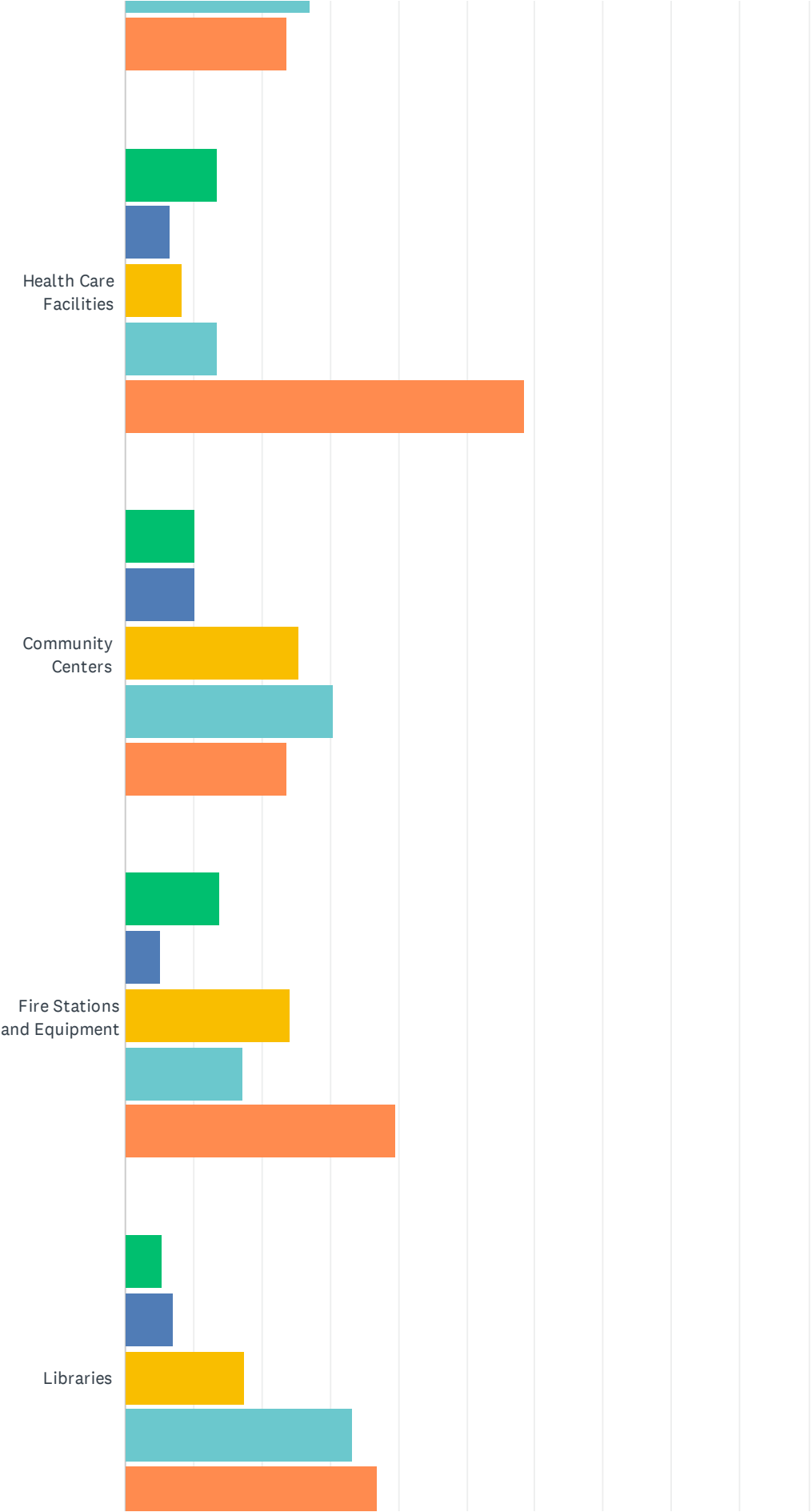


# Q1 Community Facilities

Answered: 61    Skipped: 0

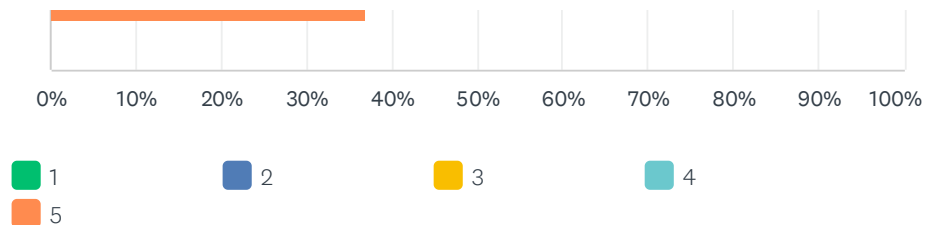








## 2024-2025 City of Denton Community Development Funding Priority Survey

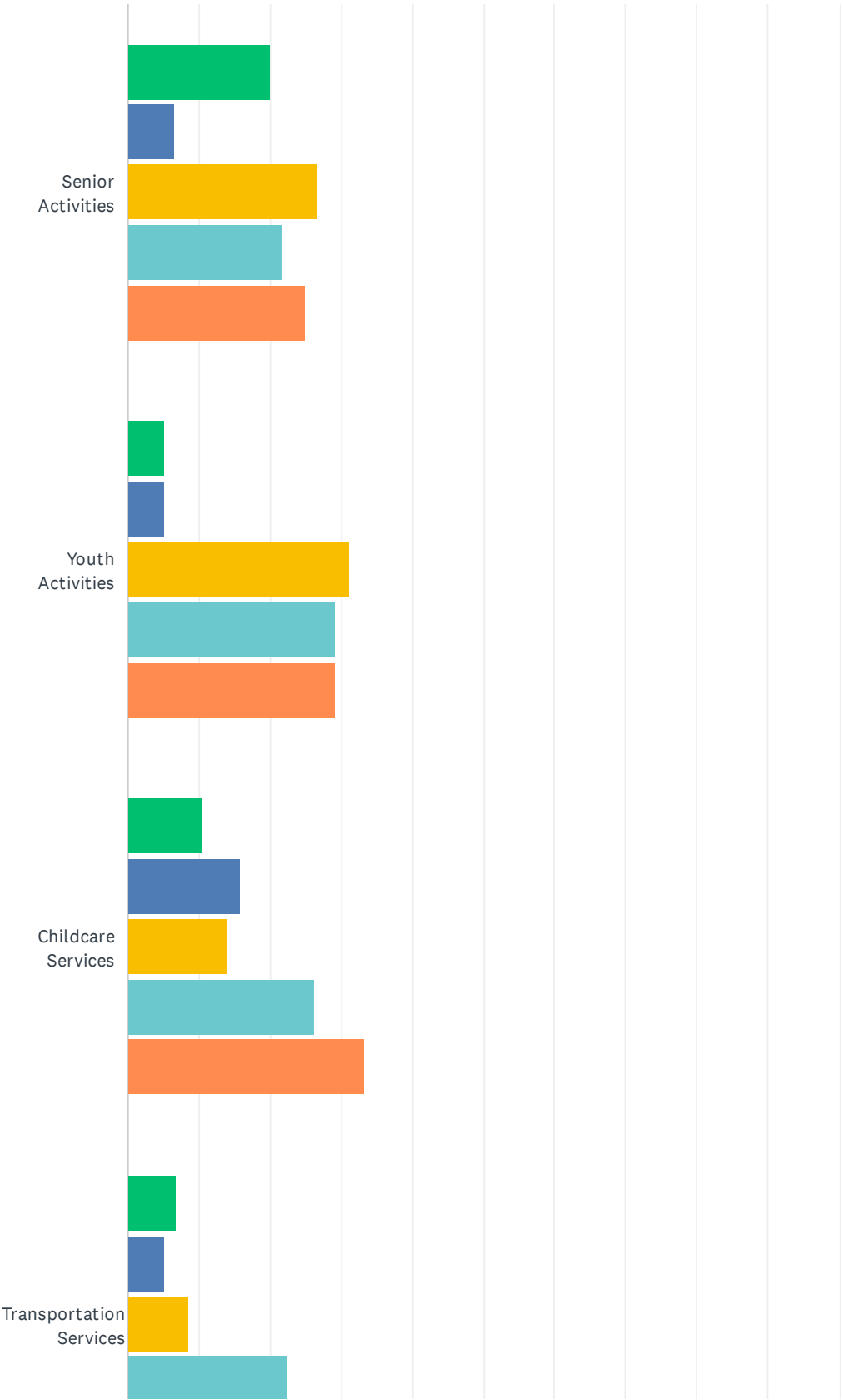


	1	2	3	4	5	TOTAL
Senior Centers	20.00% 12	6.67% 4	26.67% 16	16.67% 10	30.00% 18	60
Youth Centers	6.78% 4	10.17% 6	33.90% 20	25.42% 15	23.73% 14	59
Childcare Centers	8.47% 5	16.95% 10	16.95% 10	23.73% 14	33.90% 20	59
Parks and Recreation Facilities	3.39% 2	11.86% 7	33.90% 20	27.12% 16	23.73% 14	59
Health Care Facilities	13.33% 8	6.67% 4	8.33% 5	13.33% 8	58.33% 35	60
Community Centers	10.17% 6	10.17% 6	25.42% 15	30.51% 18	23.73% 14	59
Fire Stations and Equipment	13.79% 8	5.17% 3	24.14% 14	17.24% 10	39.66% 23	58
Libraries	5.26% 3	7.02% 4	17.54% 10	33.33% 19	36.84% 21	57



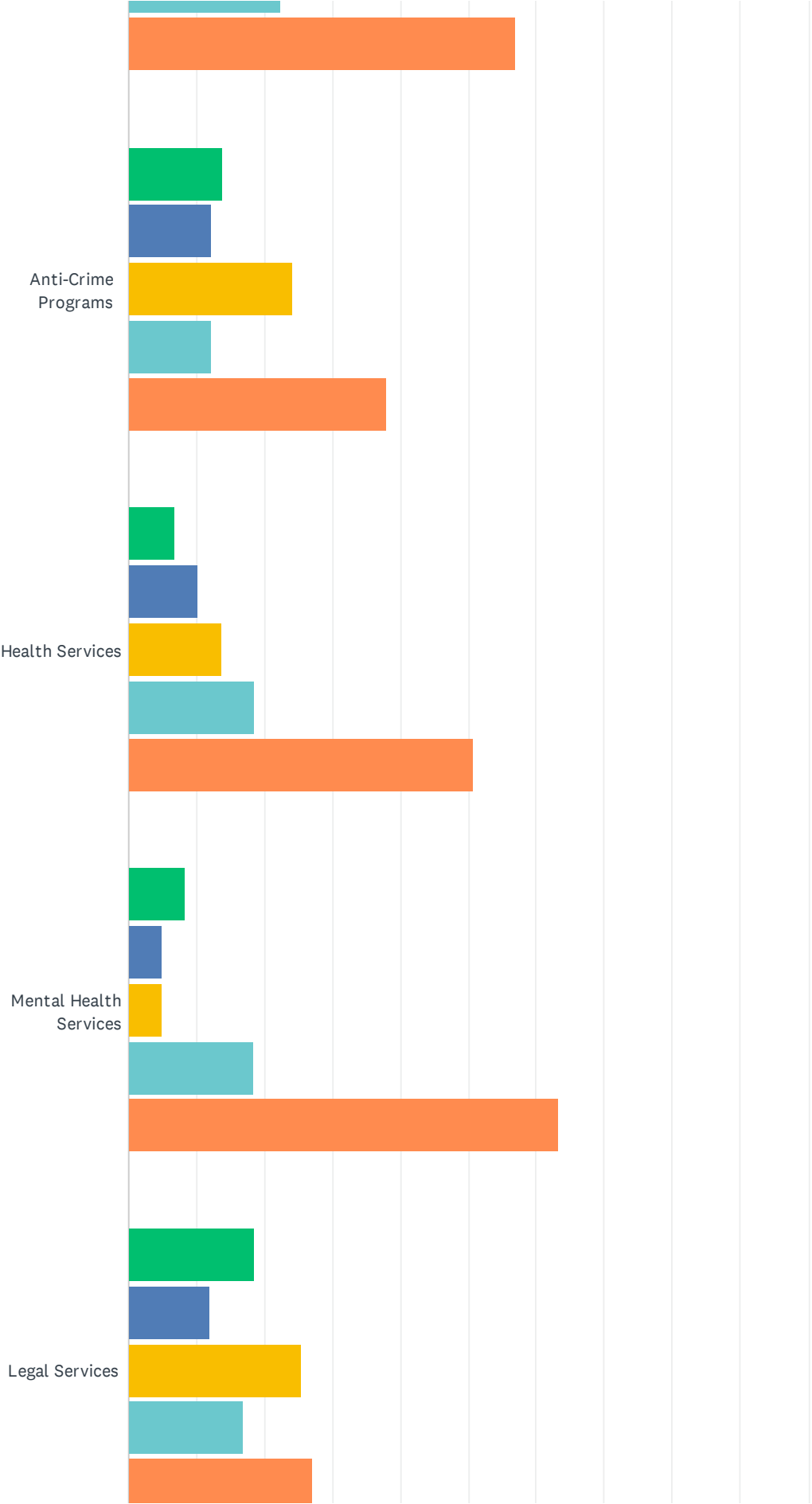
## Q2 Community Services

Answered: 61    Skipped: 0



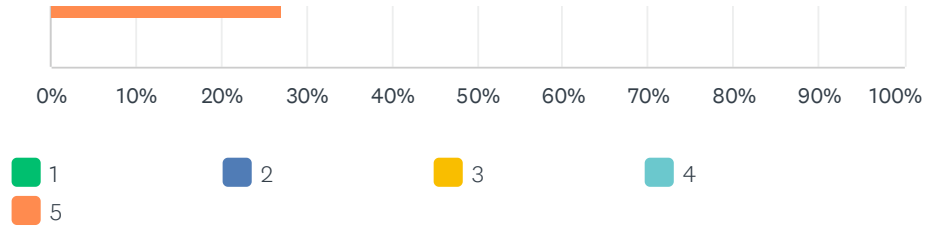


2024-2025 City of Denton Community Development Funding Priority Survey





## 2024-2025 City of Denton Community Development Funding Priority Survey

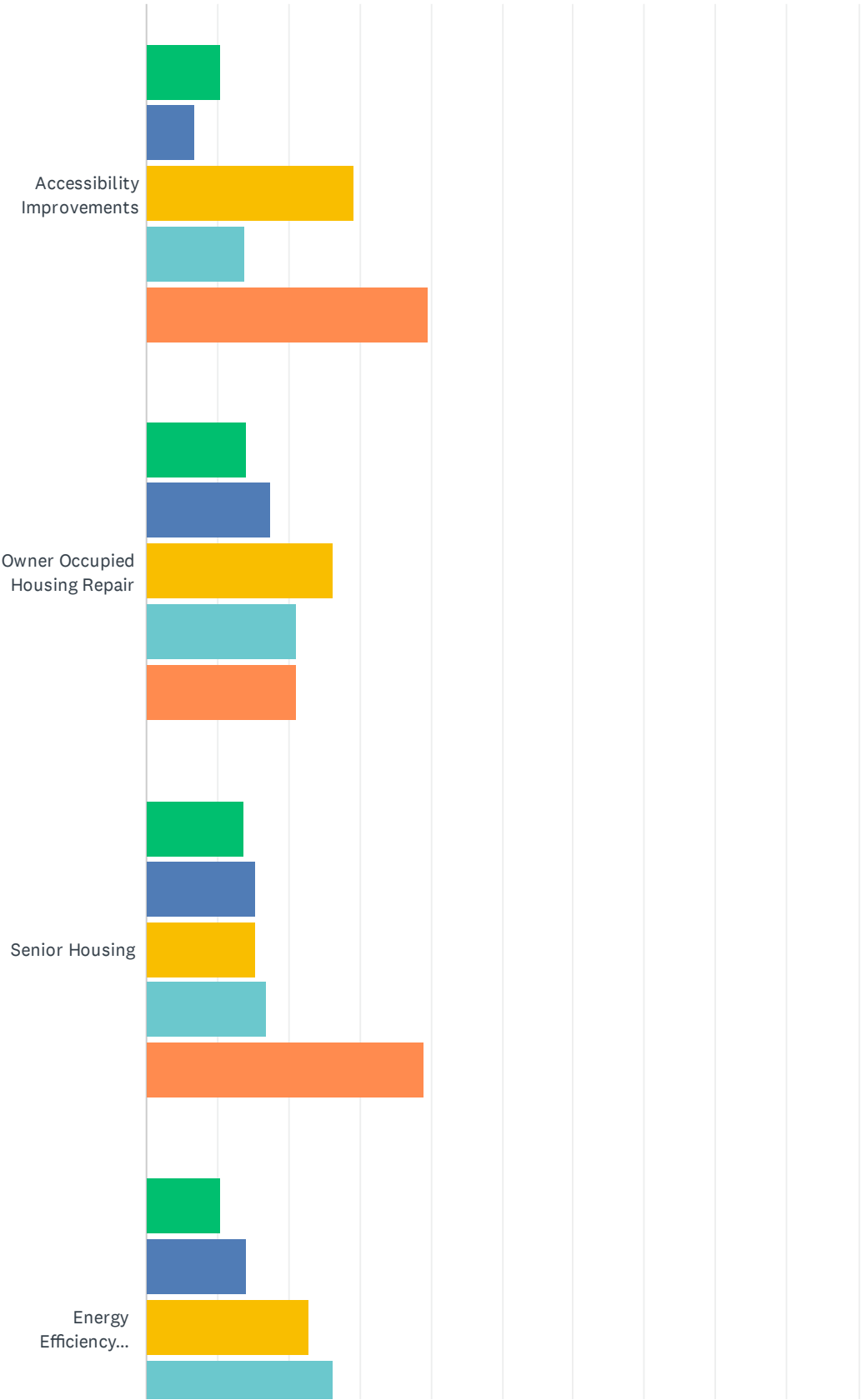


	1	2	3	4	5	TOTAL
Senior Activities	20.00% 12	6.67% 4	26.67% 16	21.67% 13	25.00% 15	60
Youth Activities	5.17% 3	5.17% 3	31.03% 18	29.31% 17	29.31% 17	58
Childcare Services	10.53% 6	15.79% 9	14.04% 8	26.32% 15	33.33% 19	57
Transportation Services	6.90% 4	5.17% 3	8.62% 5	22.41% 13	56.90% 33	58
Anti-Crime Programs	13.79% 8	12.07% 7	24.14% 14	12.07% 7	37.93% 22	58
Health Services	6.78% 4	10.17% 6	13.56% 8	18.64% 11	50.85% 30	59
Mental Health Services	8.33% 5	5.00% 3	5.00% 3	18.33% 11	63.33% 38	60
Legal Services	18.64% 11	11.86% 7	25.42% 15	16.95% 10	27.12% 16	59



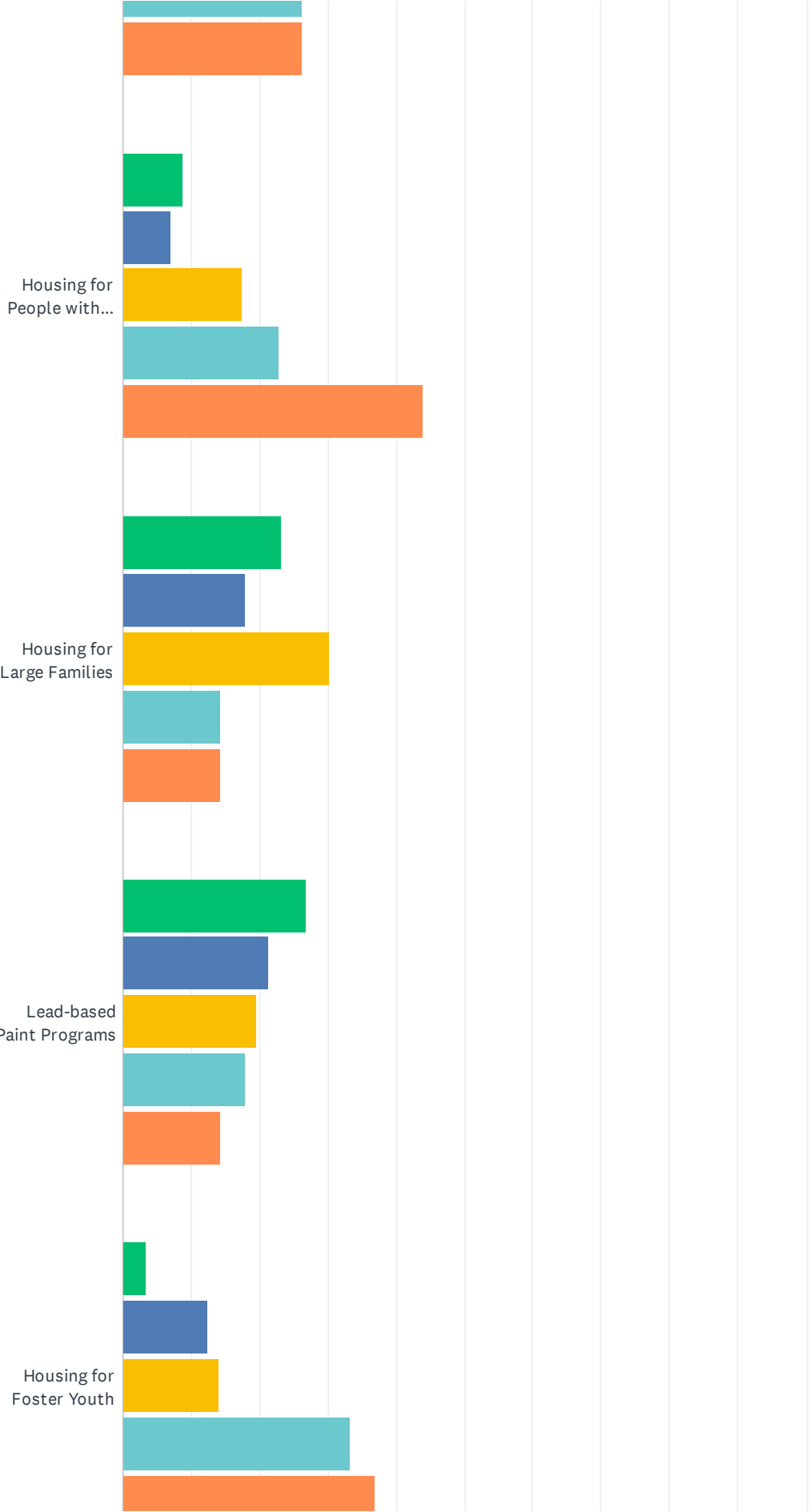
# Q3 Housing Assistance

Answered: 61    Skipped: 0



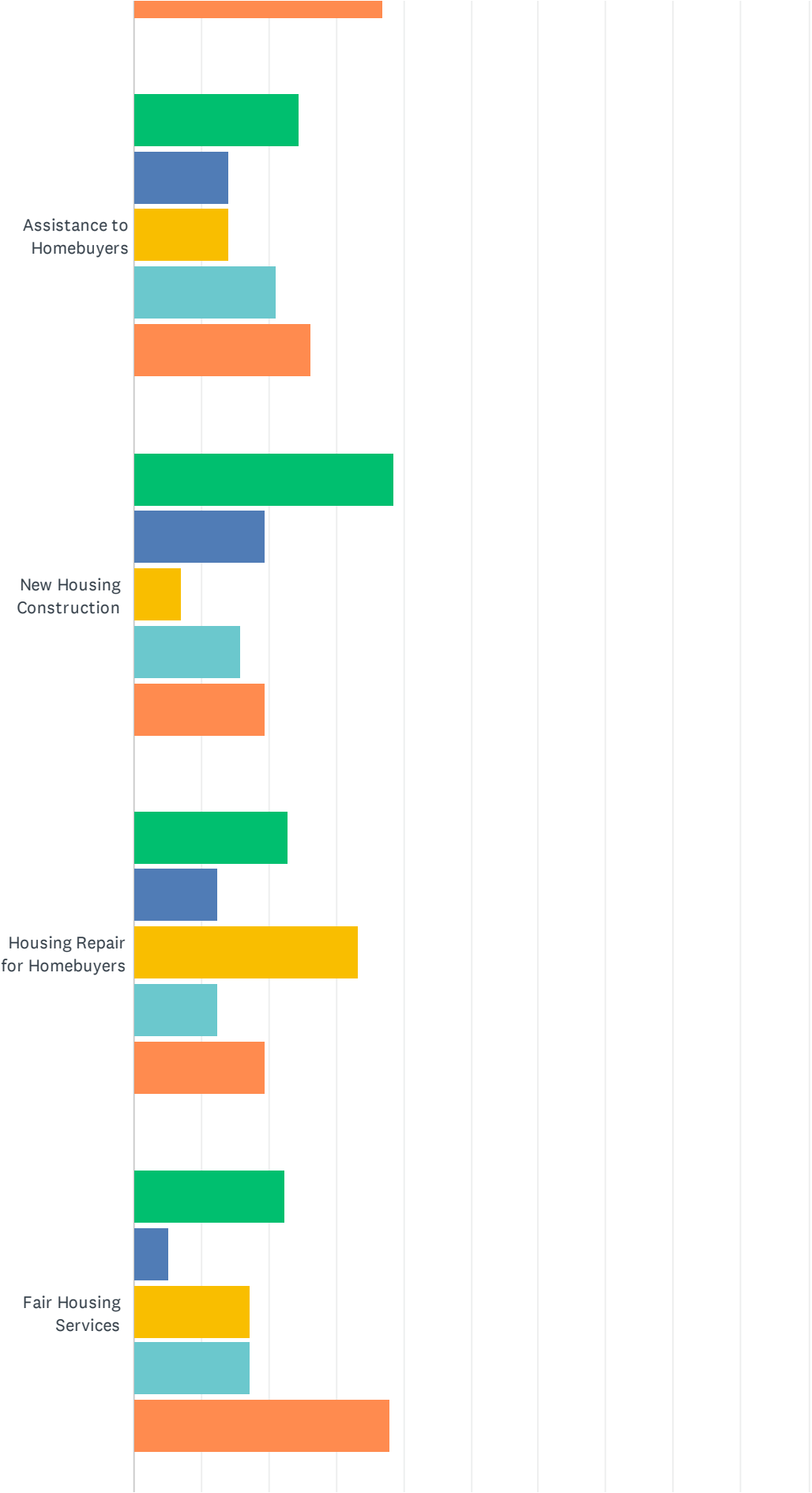


2024-2025 City of Denton Community Development Funding Priority Survey

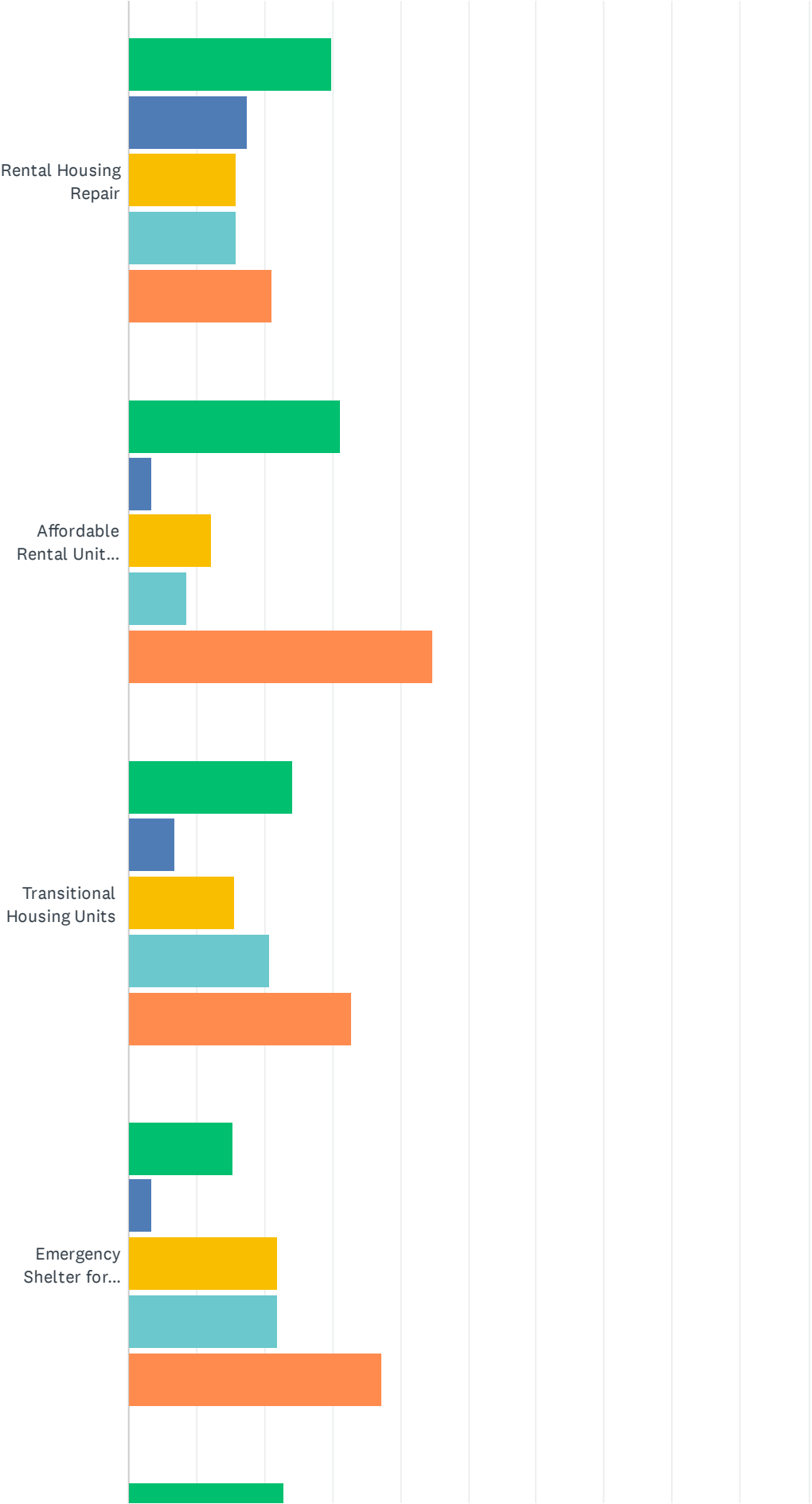




2024-2025 City of Denton Community Development Funding Priority Survey

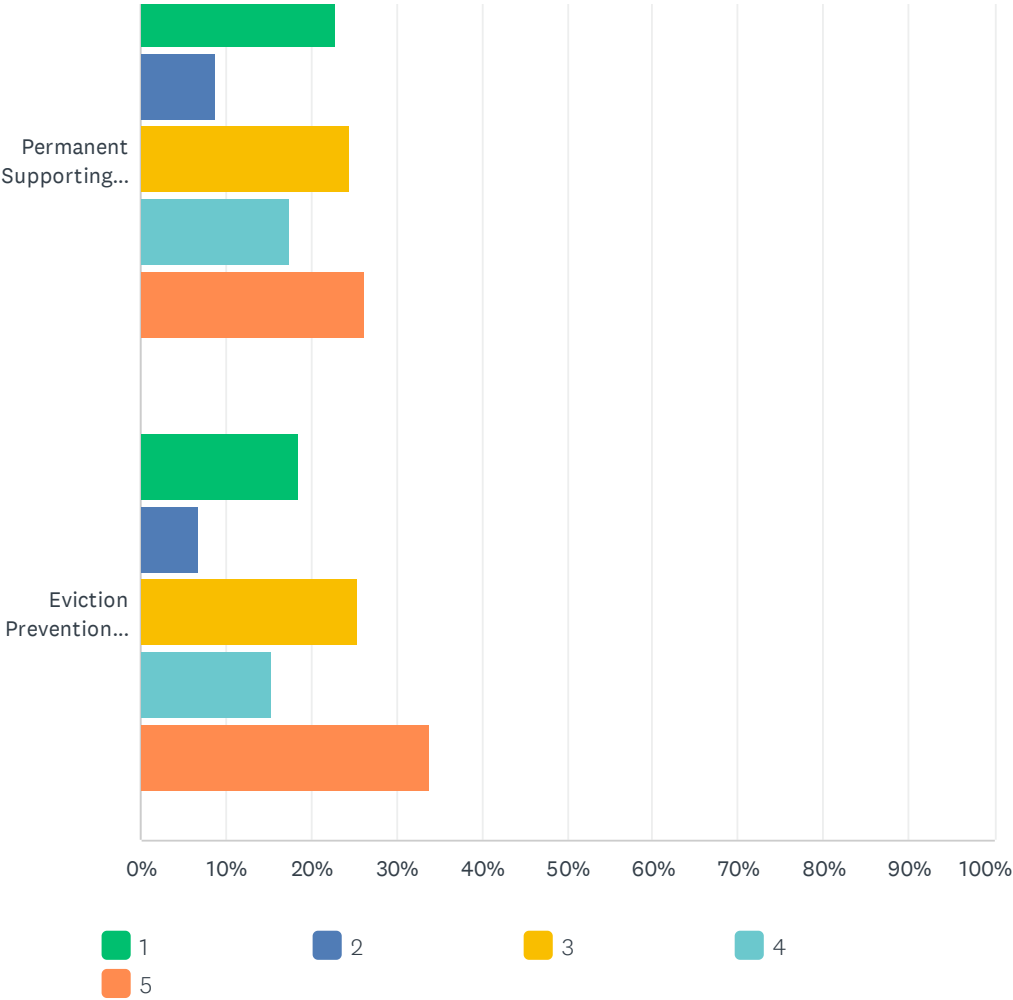








2024-2025 City of Denton Community Development Funding Priority Survey





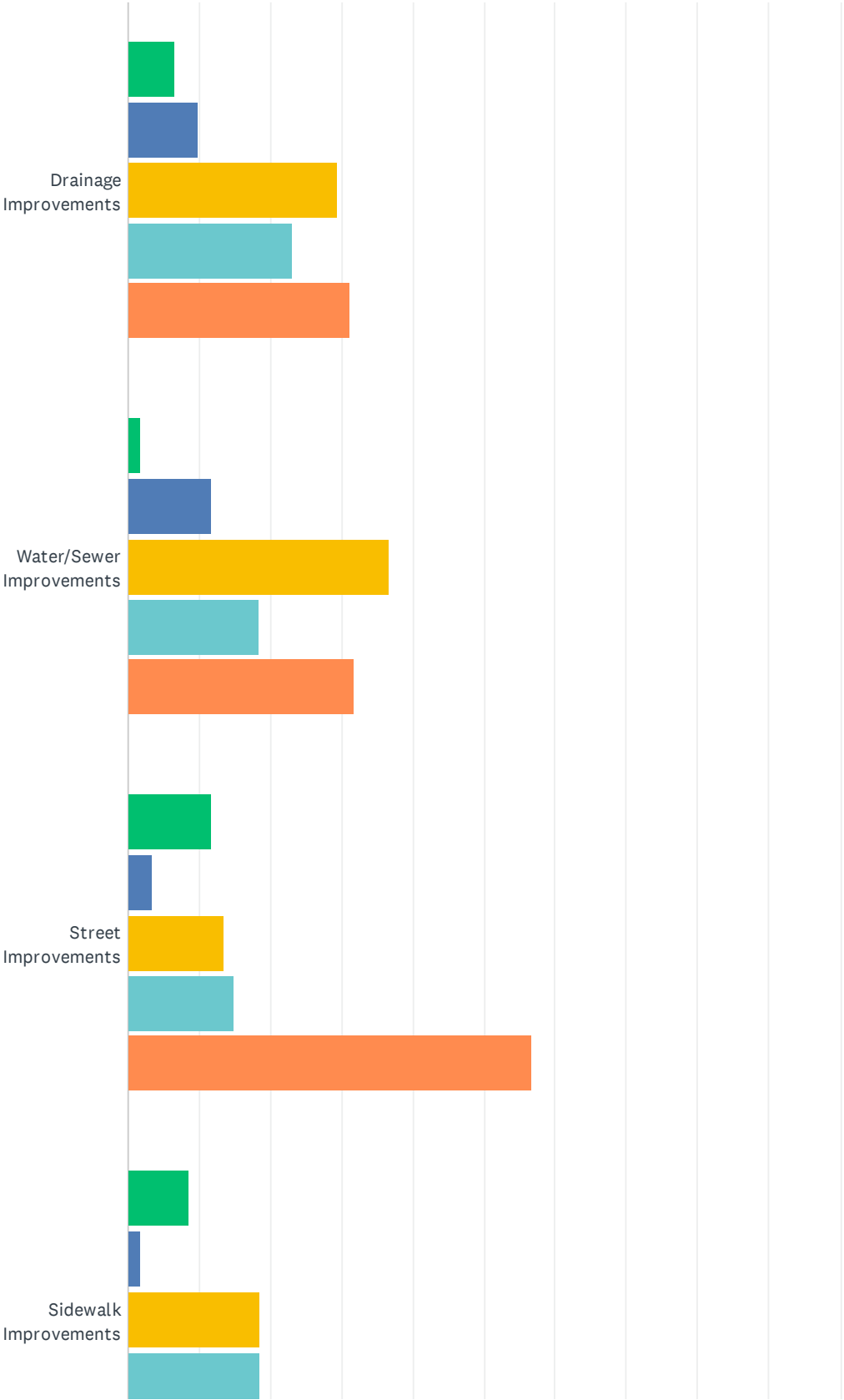
# 2024-2025 City of Denton Community Development Funding Priority Survey

	1	2	3	4	5	TOTAL
Accessibility Improvements	10.34% 6	6.90% 4	29.31% 17	13.79% 8	39.66% 23	58
Owner Occupied Housing Repair	14.04% 8	17.54% 10	26.32% 15	21.05% 12	21.05% 12	57
Senior Housing	13.56% 8	15.25% 9	15.25% 9	16.95% 10	38.98% 23	59
Energy Efficiency Improvements	10.53% 6	14.04% 8	22.81% 13	26.32% 15	26.32% 15	57
Housing for People with Disabilities	8.77% 5	7.02% 4	17.54% 10	22.81% 13	43.86% 25	57
Housing for Large Families	23.21% 13	17.86% 10	30.36% 17	14.29% 8	14.29% 8	56
Lead-based Paint Programs	26.79% 15	21.43% 12	19.64% 11	17.86% 10	14.29% 8	56
Housing for Foster Youth	3.51% 2	12.28% 7	14.04% 8	33.33% 19	36.84% 21	57
Assistance to Homebuyers	24.56% 14	14.04% 8	14.04% 8	21.05% 12	26.32% 15	57
New Housing Construction	38.60% 22	19.30% 11	7.02% 4	15.79% 9	19.30% 11	57
Housing Repair for Homebuyers	22.81% 13	12.28% 7	33.33% 19	12.28% 7	19.30% 11	57
Fair Housing Services	22.41% 13	5.17% 3	17.24% 10	17.24% 10	37.93% 22	58
Rental Housing Repair	29.82% 17	17.54% 10	15.79% 9	15.79% 9	21.05% 12	57
Affordable Rental Unit Construction	31.03% 18	3.45% 2	12.07% 7	8.62% 5	44.83% 26	58
Transitional Housing Units	24.14% 14	6.90% 4	15.52% 9	20.69% 12	32.76% 19	58
Emergency Shelter for People Experiencing Homelessness	15.25% 9	3.39% 2	22.03% 13	22.03% 13	37.29% 22	59
Permanent Supporting Housing	22.81% 13	8.77% 5	24.56% 14	17.54% 10	26.32% 15	57
Eviction Prevention Assistance	18.64% 11	6.78% 4	25.42% 15	15.25% 9	33.90% 20	59



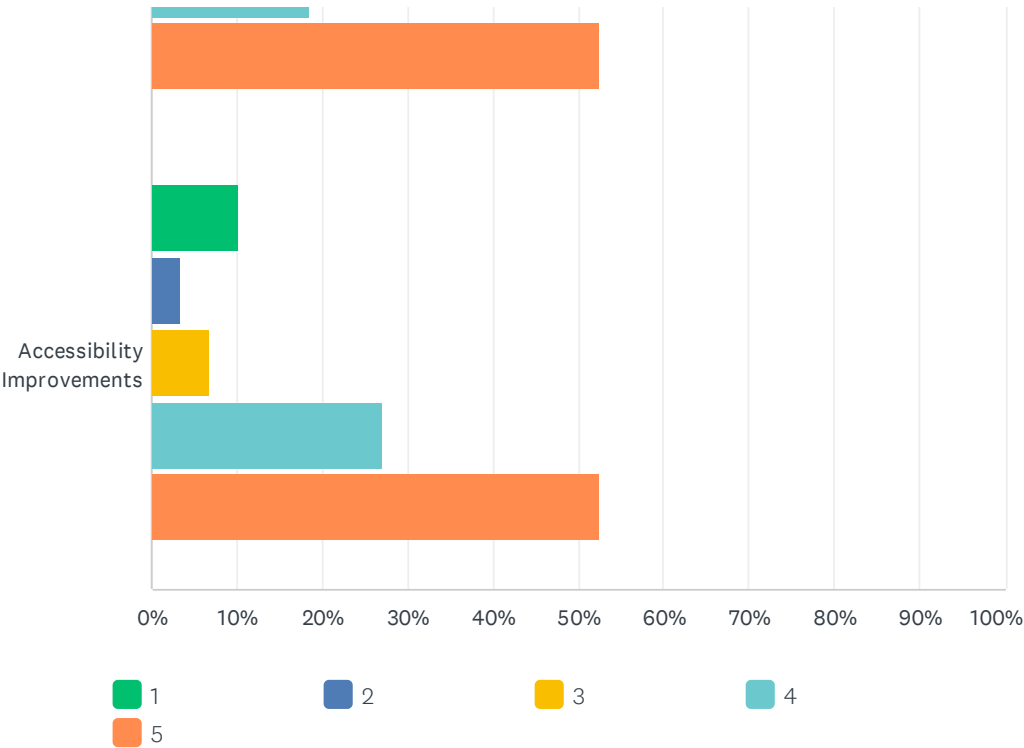
# Q4 Infrastructure

Answered: 61    Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey

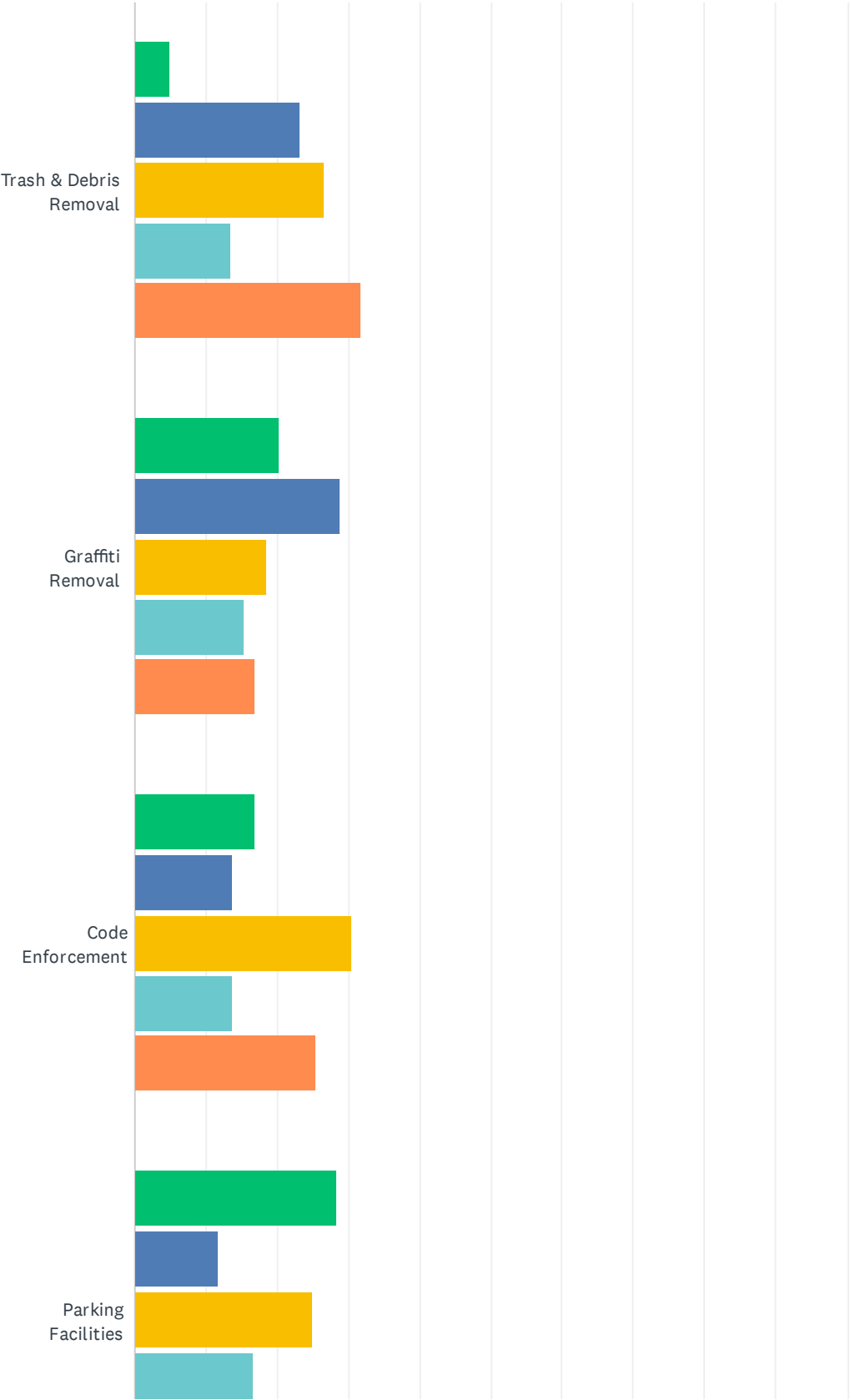


	1	2	3	4	5	TOTAL
Drainage Improvements	6.56% 4	9.84% 6	29.51% 18	22.95% 14	31.15% 19	61
Water/Sewer Improvements	1.67% 1	11.67% 7	36.67% 22	18.33% 11	31.67% 19	60
Street Improvements	11.67% 7	3.33% 2	13.33% 8	15.00% 9	56.67% 34	60
Sidewalk Improvements	8.47% 5	1.69% 1	18.64% 11	18.64% 11	52.54% 31	59
Accessibility Improvements	10.17% 6	3.39% 2	6.78% 4	27.12% 16	52.54% 31	59



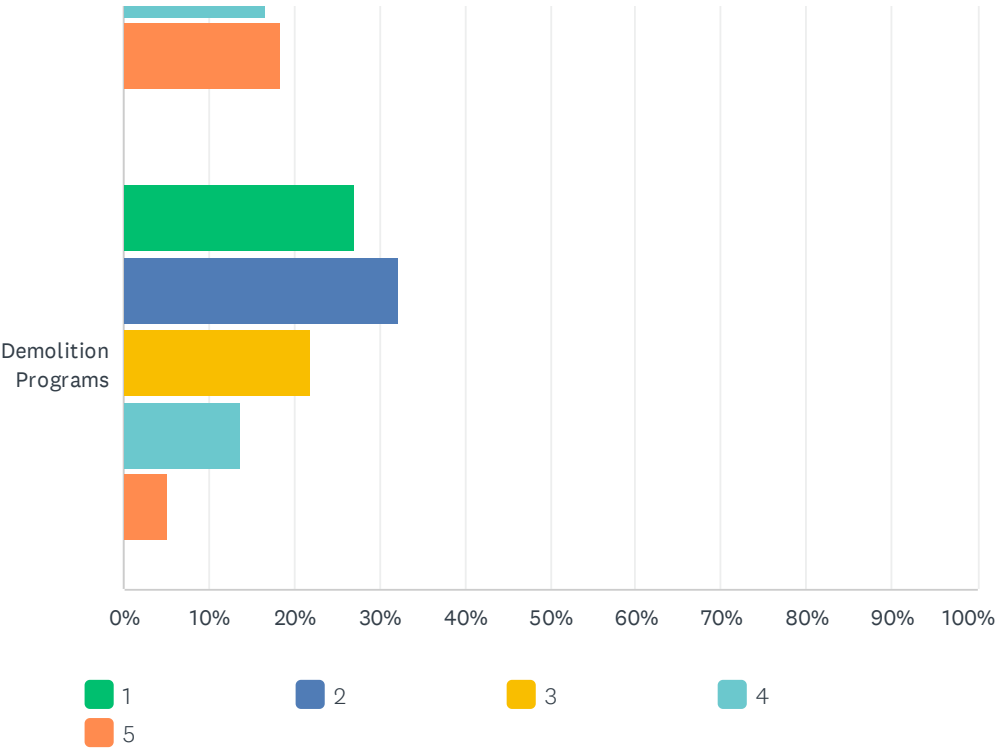
# Q5 Neighborhood Services

Answered: 61    Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey

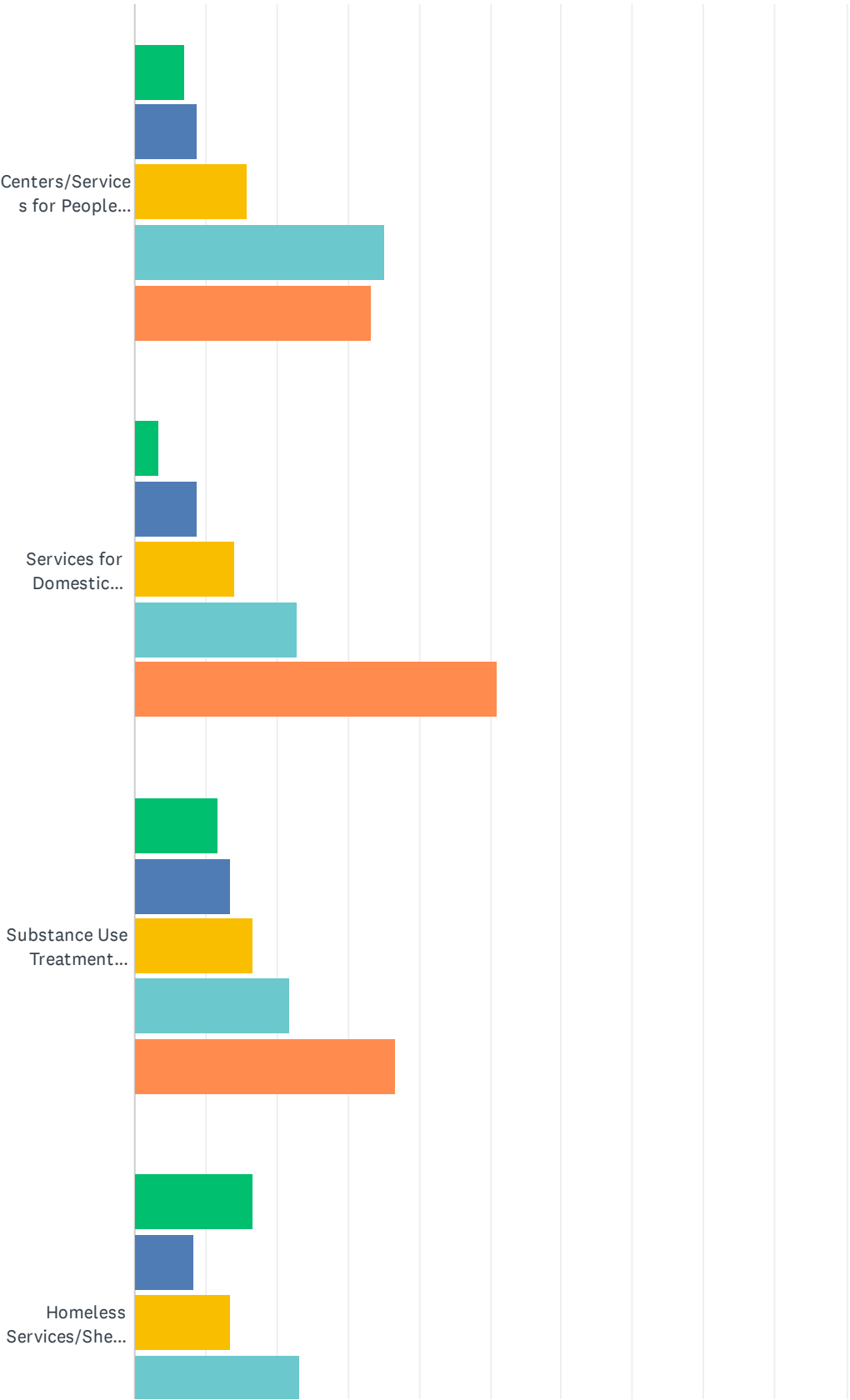


	1	2	3	4	5	TOTAL
Trash & Debris Removal	5.00% 3	23.33% 14	26.67% 16	13.33% 8	31.67% 19	60
Graffiti Removal	20.34% 12	28.81% 17	18.64% 11	15.25% 9	16.95% 10	59
Code Enforcement	16.95% 10	13.56% 8	30.51% 18	13.56% 8	25.42% 15	59
Parking Facilities	28.33% 17	11.67% 7	25.00% 15	16.67% 10	18.33% 11	60
Demolition Programs	27.12% 16	32.20% 19	22.03% 13	13.56% 8	5.08% 3	59



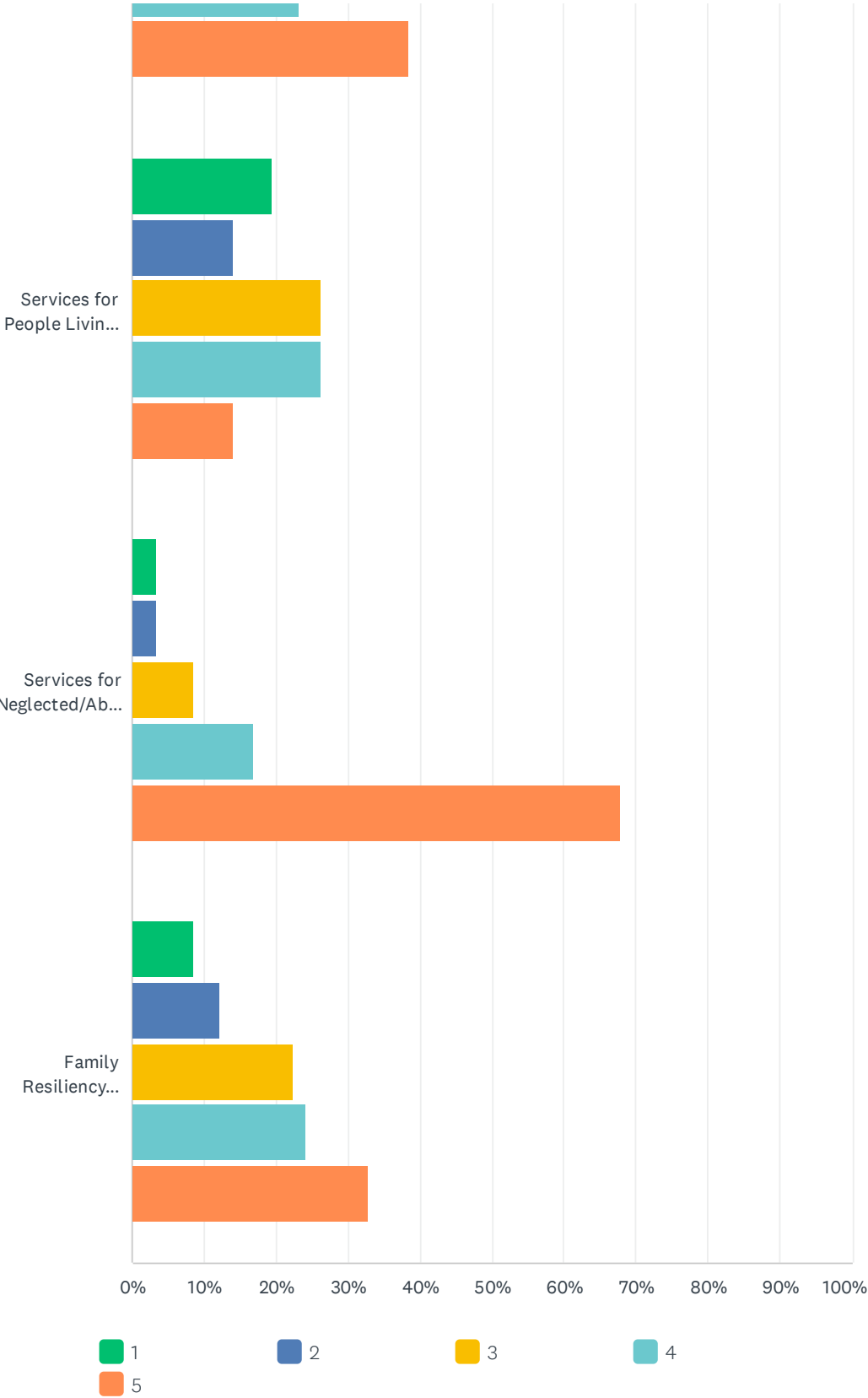
## Q6 Special Populations

Answered: 61    Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey





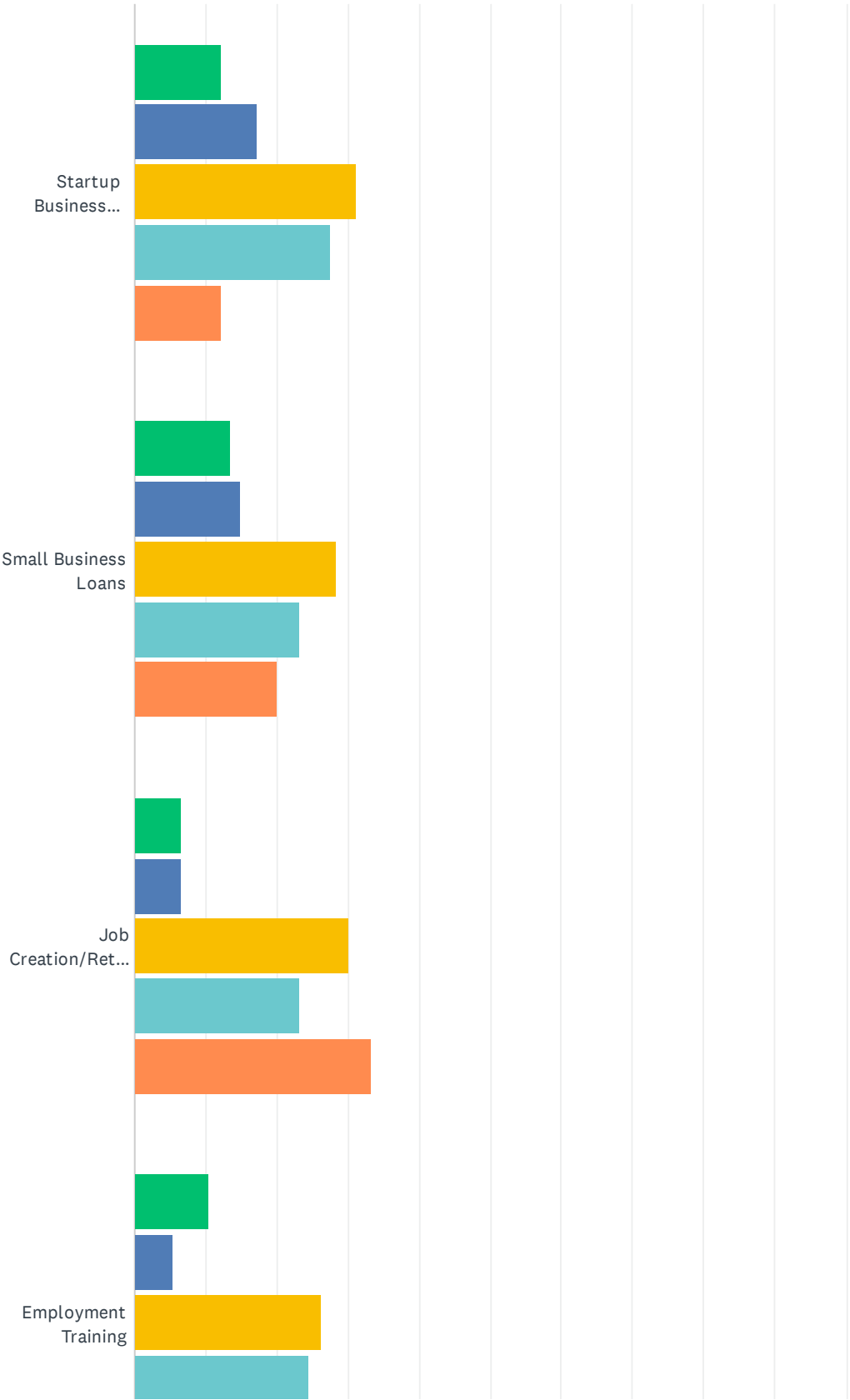
# 2024-2025 City of Denton Community Development Funding Priority Survey

	1	2	3	4	5	TOTAL
Centers/Services for People with Disabilities	7.02% 4	8.77% 5	15.79% 9	35.09% 20	33.33% 19	57
Services for Domestic Violence/Sexual Assault Survivors	3.51% 2	8.77% 5	14.04% 8	22.81% 13	50.88% 29	57
Substance Use Treatment Services	11.67% 7	13.33% 8	16.67% 10	21.67% 13	36.67% 22	60
Homeless Services/Shelters	16.67% 10	8.33% 5	13.33% 8	23.33% 14	38.33% 23	60
Services for People Living with HIV/AIDS	19.30% 11	14.04% 8	26.32% 15	26.32% 15	14.04% 8	57
Services for Neglected/Abused Children	3.39% 2	3.39% 2	8.47% 5	16.95% 10	67.80% 40	59
Family Resiliency Services	8.62% 5	12.07% 7	22.41% 13	24.14% 14	32.76% 19	58



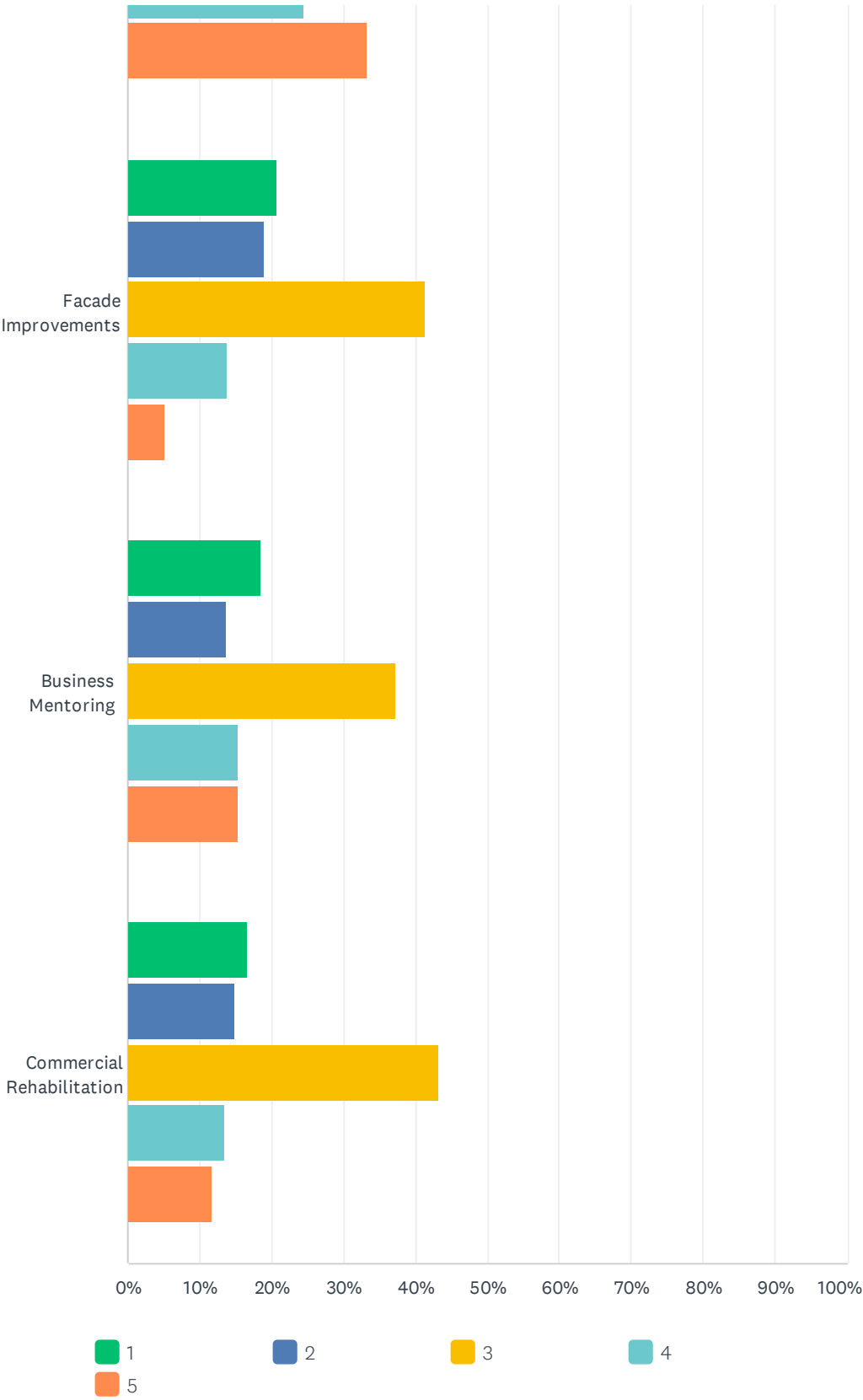
# Q7 Businesses & Jobs

Answered: 61    Skipped: 0





2024-2025 City of Denton Community Development Funding Priority Survey





# 2024-2025 City of Denton Community Development Funding Priority Survey

	1	2	3	4	5	TOTAL
Startup Business Assistance	12.07% 7	17.24% 10	31.03% 18	27.59% 16	12.07% 7	58
Small Business Loans	13.33% 8	15.00% 9	28.33% 17	23.33% 14	20.00% 12	60
Job Creation/Retention	6.67% 4	6.67% 4	30.00% 18	23.33% 14	33.33% 20	60
Employment Training	10.53% 6	5.26% 3	26.32% 15	24.56% 14	33.33% 19	57
Facade Improvements	20.69% 12	18.97% 11	41.38% 24	13.79% 8	5.17% 3	58
Business Mentoring	18.64% 11	13.56% 8	37.29% 22	15.25% 9	15.25% 9	59
Commercial Rehabilitation	16.67% 10	15.00% 9	43.33% 26	13.33% 8	11.67% 7	60



## Q8 Other Community Needs

Answered: 34    Skipped: 27

#	RESPONSES	DATE
1	As much outdoor recreation as possible; access to fresh produce and meat	11/21/2023 10:24 AM
2	Transportation systems in Denton are very broken. We need a simpler way to get to any part of Denton that's affordable. Especially for single moms, seniors and others without reliable transportation.	11/21/2023 7:25 AM
3	Funding for bicycle and pedestrian infrastructure.	11/21/2023 12:18 AM
4	A tiny home community, maybe the shipping containers for those who are homeless or in need of transitional housing. Near public transportation so they can get to jobs.	11/20/2023 8:47 PM
5	Please prioritize health and initiatives that make it easier for people to have and stay in permanent housing. We also need to focus on initiatives that prevent people from becoming homeless in the first place: high housing and transportation costs. Workers need lower transportation costs to access and keep jobs. Many of Denton's job areas are car-dependent and incredibly dangerous for people without a car to access. Spending thousands each year to own and maintain a car should not be a requirement to access jobs in Denton. I'd like to see funding dedicated to people who are at risk of eviction any time one small thing goes wrong in their life. These people need a safety net. They need to stay housed. I'd like to see initiatives to bring down the cost to construct housing. But even then, some degree of subsidization is needed for lower-income residents. But I want us to ensure any subsidization is having the desired effect without raising rents on other units in the complex or lining the pockets of clever developers who know how to game the system. We need an evidence-based, proven approach and need to avoid doing things just because other cities are doing them and they sound good on the surface.	11/20/2023 4:12 PM
6	Tiny House Development; Bus Route Restoration; Roadway Reconfiguration (Lane Reduction); Protected Bike Lanes; Ebike Rebates/Vouchers; Public Restroom Network	11/17/2023 10:07 PM
7	Entertainment other than on the square. We need a children's hospital! Our closest option is either Prosper or Plano, that is way to far when it is needed.	11/15/2023 5:24 AM
8	Please investigate expanding block-level neighborhood grant programs to allow funding private property improvements. Oswego Renaissance Association and the Charlotte SC Neighborhood Grant Program look like great models focussed on increasing neighborhood relationships and cohesion.	11/14/2023 3:40 PM
9	Facilities and services to provide people, especially seniors, a place to sell hand-made goods and art without having to pay out high rental booth costs that cuts heavily into already small profit margins. There are a lot of craft fairs in the late fall for the holidays but many people would love a way to sell their goods throughout the year and city wide events in a city facility would really help with that endeavor. Also, a bi-annual city-wide garage sale/flea market would be a great way for people to sell unwanted items to prevent them ending up in a landfill. A city sponsored event would get more traffic than neighborhood garage sales.	11/14/2023 3:33 PM
10	Pecan Creek area in New Southeast denton needs more single family homes.	11/11/2023 9:38 AM
11	Transitional housing- Tiny homes	11/10/2023 11:22 PM
12	Fix the fucking streets.	11/10/2023 12:23 PM
13	Historical Preservation of WPA and century-old infrastructure	11/10/2023 9:49 AM
14	Property Homeowner tax relief	11/10/2023 8:59 AM
15	Invest in more joint efforts with existing non-profits to leverage community resources to solve problems/provide for the community.	11/10/2023 8:23 AM
16	Taking 20 years to build a homeless shelter knky to have it vastly undersized was a huge	11/9/2023 12:19 AM



## 2024-2025 City of Denton Community Development Funding Priority Survey

mistake . You can do better Denton!!!

17	Installing Bicycling and pedestrian assets - sidewalks, protected bike lanes, bike parking facilities, covered bike parking at City facilities, etc. Trees are capital assets - they improve air quality, provide shade for people, and improve the built environment. Trees should be included in conjunction with Engineering and Street capital projects, and planted at low income properties in order to improve the canopy coverage in low income zip codes.	11/7/2023 7:41 PM
18	roads roads roads repair!	11/6/2023 5:52 PM
19	Cost of living needs to come down	11/6/2023 4:29 PM
20	Sustainability upgrades, parks and trails, bike and pedestrian infrastructure, incentives for grocery/less food deserts, more mass transit/busses	11/6/2023 2:58 PM
21	roads need a lot of help	11/6/2023 2:07 PM
22	Indoor tennis center, please	11/6/2023 10:48 AM
23	Renewed focus on synchronizing projects. I have attended separate meetings on "how to improve air quality in Denton" which targeted (among other things) fossil fueled vehicles. I then attended another meeting on how wonderful the new "X" crosswalks and added stop signs up and down Locust/Elm were ... which cause vehicles to sit for a longer period of time and emit gasses. I am not advocating for or against either project - just asking that groups within the city become less compartmentalized and consider impact to other initiatives.	11/5/2023 9:21 AM
24	Stop redoing the sidewalk corners on the square.	11/3/2023 10:05 PM
25	Please support child care professionals so that there can be more availability of affordable child care.	10/30/2023 4:10 PM
26	Affordable Senior Housing and Disability is a huge need. I work in this sector and our waiting list is 2.5 years out. Other affordable units may be more than that.	10/30/2023 2:49 PM
27	Stop wholesale destruction of Greenspaces for Apartments that do not provide affordable rental units. We need to focus on plans that keep our trees and habitats. Make an attempt to attract affordable housing instead of granting all the tax incentives to investors who don't care about our community. Denton employed Atria to complete a comprehensive study of housing and development needs. This included community input. The resulting recommendations for affordable and transitional housing as well as permanent supportive services and housing are basically being ignored by the City. Additionally, much of the city's "affordable" rental units do not provide safe, habitable living space. Denton needs a large scale inspection and enforcement program to protect tenants. The city is also not working toward creating any of the transitional housing recommended by Consultants. Rather than support a cooperative process, the city has focused on trying to create a competitive process that makes any progress impossible. Stop the petty, vindictive name calling and help us work for the community's betterment. What's the point of asking for community input when it is ignored. Staff who don't even live in our Community should not direct development. It's destroying Denton.	10/25/2023 7:44 AM
28	Community development staff is rude, not friendly, lacks empathy and is arrogantly unqualified. Top people are overpaid and under qualified lacking knowledge and bigoted.	10/25/2023 5:52 AM
29	More Affordable quality childcare is desperately needed. Staff turnover is too high and creates an unsafe environment.	10/24/2023 11:11 AM
30	Hensley and Shaw need to quit handing down unfunded mandates to Our Daily Bread, particularly as it pertains to their insistence that the security team's oversight of off-property activity. That shelter was never big enough to handle the community need; the city only ever contributed to move unhoused people to the fringes of town. I ranked "anti-crime" lowest because all of the other programs and services ARE anti-crime measures, so I assume that just means forking more money over to cops to buy their murder toys and questionably surveil citizens. If there are real ideas to prevent crime -- things like youth mentorship, facilitating low income student participation in team sports; housing, medical, and food assistance, etc., -- then I'd rank it much higher, perhaps even highest. Genuine transportation and accessibility options need to be available. Watts' little money grab and privatization bid with dangerous and unreliable Gozone needs to be investigated and seriously reevaluated.	10/24/2023 8:48 AM
31	Increasing accessibility, amount, and repair of sidewalks More bike lines More bus routes to make more of the city accessible for more of the city Tiny home village for houseless	10/23/2023 8:47 AM



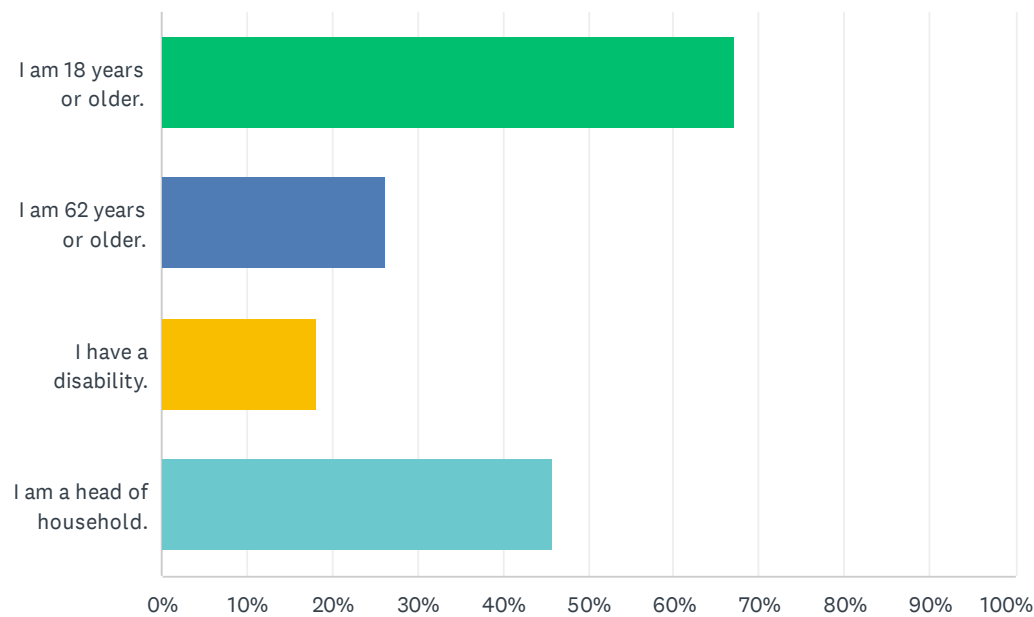
## 2024-2025 City of Denton Community Development Funding Priority Survey

	population Construction of many more affordable housing units to combat the housing crisis	
32	More accessible transportation capacity for seniors and disabled.	10/23/2023 7:41 AM
33	Ensure Disability Neighborhoods such as Denton's Housing near Mockingbird and Paisley has sidewalks to local commercial businesses. We see disabled neighbors in wheelchairs in the road with no sidewalks trying to visit the local stores. There should be a sidewalk project to remove these barriers along Mockingbird.	10/21/2023 10:05 AM
34	Housing for low income ( housing vouchers).	10/20/2023 3:41 PM



Q9 Please tell us about yourself (Select all that apply)

Answered: 61    Skipped: 0



ANSWER CHOICES		RESPONSES	
I am 18 years or older.		67.21%	41
I am 62 years or older.		26.23%	16
I have a disability.		18.03%	11
I am a head of household.		45.90%	28
Total Respondents: 61			



## Q10 What is your Zip Code of residence?

Answered: 61    Skipped: 0

#	RESPONSES	DATE
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## 2024-2025 City of Denton Community Development Funding Priority Survey

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59	76209	10/20/2023 3:41 PM
60	76209	10/19/2023 6:59 PM
61	76209	10/19/2023 6:58 PM





# City of Denton

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215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-1457, **Version:** 1

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a temporary license to use agreement between the City and Denton County Transit Authority (DCTA) to temporarily allow DCTA to construct and maintain bus stops and other amenities on City's right of way for 180 days from the date of execution of this ordinance; and providing an effective date.





## AGENDA INFORMATION SHEET

**DEPARTMENT:** Development Services, Legal

**ACM:** Cassey Ogden

**DATE:** July 23, 2024

### **SUBJECT**

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a temporary license to use agreement between the City and Denton County Transit Authority (DCTA) to temporarily allow DCTA to construct and maintain bus stops and other amenities on City's right of way for 180 days from the date of execution of this ordinance; and providing an effective date.

### **BACKGROUND**

The City and DCTA have been discussing DCTA's proposed Intermediate Service Plan enhancements. Through those discussions, the City has identified the need to improve the overall permitting process for the installation of bus stops and bus stop amenities. Due to the additional time required to complete the process review and DCTA's critical need to enhance services, a Temporary License to Use Agreement is proposed.

February 5, 2013, the City and DCTA, via City Ordinance No. 2013-044, entered an Interlocal Cooperation Agreement Street Right-of-Way Use License (the "Original Agreement") to occupy the specific property of the City concerning the construction, maintenance, and operation of bus shelters and other bus passenger amenities for use by passengers of DCTA's bus transportation system.

The Original Agreement was amended (First Amendment) via City Ordinance No. 2013-112 on April 16, 2013, to update specific insurance requirements. The Original Agreement was further amended (Second Amendment) via City Ordinance No. 2013-311 on November 5, 2013, for additional updates to the insurance requirements. The City and DCTA now desire to amend the Original Agreement for a Third Amendment to add additional street right-of-way use locations.

For the proposed Third Amendment to the Original Agreement, the City and DCTA have determined providing additional locations within City Street Right-of-Way for the construction, maintenance, and operation of bus shelters and other bus passenger amenities by DCTA is advisable only after a thorough review of the Original Agreement to assess compliance to the City of Denton Right of Way Use License/Agreement, Permitting Process, and other relevant policies, standards, and guidelines.

In the interim, the City and DCTA desire to execute a Temporary License to Use agreement for the existing locations as well as adding additional locations for up to 180 days or until the Third Amendment to the Original Agreement is executed.

A summary of the Temporary License to Use Agreement terms are as follows:

- The City will temporarily permit DCTA to construct and maintain existing and additional bus stops and amenities for 180 days.



- The locations as outlined in the Original Agreement and the additional areas are considered part of this agreement.
- DCTA agrees to hold harmless the City for any bus stops installed within the City of Denton Street Right of Way.

### **RECOMMENDATION**

Staff recommends approval of the Temporary License To Use Agreement.

### **EXHIBITS**

Exhibit 1 – Agenda Information Sheet

Exhibit 2 – Ordinance and Agreement

Respectfully submitted:

Scott A. McDonald, Director of Development Services

Prepared By:

Farhan Butt, Deputy Director of Transportation Services

Lunn, Marcella, Senior Deputy City Attorney



ORDINANCE NO. 24-1457

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARY LICENSE TO USE AGREEMENT BETWEEN THE CITY AND DENTON COUNTY TRANSIT AUTHORITY (DCTA) TO TEMPORARILY ALLOW DCTA TO CONSTRUCT AND MAINTAIN BUS STOPS AND OTHER AMENITIES ON CITY'S RIGHT OF WAY FOR 180 DAYS FROM THE DATE OF EXECUTION OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CITY and DCTA, on or about February 5, 2013, via City Ordinance No. 2013-044, entered into that certain Interlocal Cooperation Agreement Street Right-of-Way Use License (the "Original Agreement"), to occupy certain property of the City in respect to the construction, maintenance, and operation of bus shelters and other bus passenger amenities for use by passengers of DCTA's bus transportation system;

WHEREAS, the CITY and DCTA, on or about April 16, 2013, via City Ordinance No. 2013-112, entered into that certain First Amendment to Interlocal Cooperation Agreement Street Right-of-Way Use License ("First Amendment"), amending the Original Agreement regarding certain insurance requirements prescribed therein;

WHEREAS, the CITY and DCTA, on or about November 5, 2013, via City Ordinance No. 2013-311, entered into that certain Second Amendment to Interlocal Cooperation Agreement Street Right-of-Way Use License ("Second Amendment"), amending the Original Agreement regarding certain insurance requirements prescribed therein;

WHEREAS, the CITY and DCTA desire to amend the Original Agreement, as amended by the First and Second Amendments, to add such additional street use right-of-way location;

WHEREAS, the CITY and DCTA have determined that providing additional areas within City street right-of-way concerning the construction, maintenance, and operation of bus shelters and other bus passenger amenities by DCTA is advisable only after a thorough review of the existing Agreement ("Second Amendment") to assess compliance to the City of Denton Right of Way Use License/Agreement, Permitting Process, and other relevant policies, standards, and guidelines;

WHEREAS, in the interim, the CITY and DCTA desire to execute a TEMPORARY LIMITED TIME LICENSE TO USE AGREEMENT to the existing DCTA street-use right-of-way locations and add the proposed DCTA street-use right-of-way locations (ADDITIONAL AREAS) for up to **180 days** or until the Third Amendment to the original Agreement is executed; and

WHEREAS, in consideration of the license of the street right-of-way and the mutual covenants outlined in the Original Agreement, the First Amendment, the Second Amendment, and here as guided by this TEMPORARY LICENSE TO USE AGREEMENT, and other good and valuable consideration, the City Council of the City of Denton finds this agreement, NOW THEREFORE:

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:



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

SECTION 2. The City will temporarily permit DCTA to construct and maintain existing and additional bus stops and amenities for 180 days in accordance with the Agreement, as defined below and attached hereto.

SECTION 3. The City Manager or their designee is hereby authorized to execute the Temporary License to Use Agreement (the “Agreement”) and carry out the City’s duties and responsibilities under the Agreement, including providing a temporary license to construct and maintain bus stops and amenities as stated by the agreement.

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

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_



APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn





## Transportation Services Division

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### **THE STATE OF TEXAS** **COUNTY OF DENTON**

### **LICENSE AGREEMENT FOR TEMPORARY DCTA BUS STOPS ON CITY OF DENTON** **RIGHT OF WAY**

THIS INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into effective as of the date set forth below by and between the CITY OF DENTON, TEXAS, a Texas home rule municipal corporation (“CITY”) and the DENTON COUNTY TRANSPORTATION AUTHORITY, a coordinated county transportation authority under Chapter 460 of the Texas Transportation Code (“DCTA”), acting by and through, and under the authority of their respective governing bodies.

WHEREAS, the CITY and DCTA, on or about February 5, 2013, via City Ordinance No. 2013-044, entered into that certain Interlocal Cooperation Agreement Street Right-of-Way Use License (the “Original Agreement”), to occupy certain property of the City in respect to the construction, maintenance, and operation of bus shelters and other bus passenger amenities for use by passengers of DCTA’s bus transportation system;

WHEREAS, the CITY and DCTA, on or about April 16, 2013, via City Ordinance No. 2013-112, entered into that certain First Amendment to Interlocal Cooperation Agreement Street Right-of-Way Use License (“First Amendment”), amending the Original Agreement regarding certain insurance requirements prescribed therein;

WHEREAS, the CITY and DCTA, on or about November 5, 2013, via City Ordinance No. 2013-311, entered into that certain Second Amendment to Interlocal Cooperation Agreement Street Right-of-Way Use License (“Second Amendment”), amending the Original Agreement regarding certain insurance requirements prescribed therein;

WHEREAS, the CITY and DCTA desire to amend the Original Agreement, as amended by the First and Second Amendments, to add such additional street use right-of-way location;

WHEREAS, the CITY and DCTA have determined that providing additional areas within City street right-of-way concerning the construction, maintenance, and operation of bus shelters and other bus passenger amenities by DCTA is advisable only after a thorough review of the existing Agreement (“Second Amendment”) to assess compliance to the City of Denton Right of Way Use License/Agreement, Permitting Process, and other relevant policies, standards, and guidelines; and

WHEREAS, in the interim, the CITY of Denton and DCTA desire to execute a TEMPORARY LIMITED TIME LICENSE TO USE AGREEMENT to the existing DCTA street-use right-of-way locations and add the proposed DCTA street-use right-of-way locations (ADDITIONAL AREAS) for up to **180 days** or until the Third Amendment to the original Agreement is executed.





NOW THEREFORE, for and in consideration of the license of the street right-of-way and the mutual covenants outlined in the Original Agreement, the First Amendment, the Second Amendment, and here as guided by this TEMPORARY LICENSE TO USE AGREEMENT, and other good and valuable consideration, the CITY and DCTA agree as follows:

1. The locations described and illustrated in Exhibit “A”, attached hereto, and made a part hereof for all purposes, are hereby included in ATTACHMENT 1, as attached to the Original Agreement for all intents and purposes (the “ADDITIONAL AREAS”).
2. The ADDITIONAL AREAS are hereby included, for all purposes, within the defined term “STREET LICENSE AREAS,” as set forth in the Original Agreement, as amended by the First and Second Amendment.
3. The TEMPORARY LICENSE TO USE AGREEMENT applies to existing DCTA street-use right-of-way locations and ADDITIONAL AREAS only within City of Denton right-of-way. Any area found to be in another jurisdiction right-of-way will not be applicable to the provisions of this agreement unless the area becomes a part of City right-of-way at a point in the future.
4. In anticipation of the City’s subsequent approval of the LIMITED TIME USE OF RIGHT OF WAY, To the extent allowed by law, **DCTA AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL COSTS DCTA MAY INCUR AS A CONSEQUENCE OF PROCEEDING IN THIS MANNER BEFORE FULL BUILDING PERMITS ARE ISSUED, AND AGREES TO ASSUME ALL RISKS ARISING THEREFROM. Nothing contained herein shall be deemed a waiver of any immunity defenses available under State or Federal law.**
5. Except as expressly amended herein, the terms of the Original Agreement, as amended by the First and Second Amendments, shall remain valid and subsisting as originally provided.

IN WITNESS WHEREOF, the governing body of the City of Denton, Texas, has caused this TEMPORARY LICENSE to be executed on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and the governing body of the Denton County Transportation Authority has caused this TEMPORARY LICENSE to be executed on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, but this Agreement shall be effective for all purposes from and as of the latest date of the execution hereof by the parties hereto (the “Effective Date”).

“CITY”

CITY OF DENTON, TEXAS

A Texas Home Rule Municipal Corporation

BY: \_\_\_\_\_





GERARD  
MAYOR

HUDSPETH,



ATTEST:

LAUREN THODEN, CITY SECRETARY BY: \_\_\_\_\_

By:  
"DCTA"  
Denton County Transit Authority

\_\_\_\_\_  
Paul Cristina, CEO  
Date:\_\_\_\_\_





Exhibit A

Street Location	Latitude	Longitude	Route Information
Morse Transfer	33.20485	-97.08939	Connect Route 3 (Existing)
WB Hickory @ Bradshaw	33.21446	-97.12100	Connect Route 3 (Existing)
SB Wood @ Hickory	33.21449	-97.11857	Connect Route 3 (Existing)
WB McKinney @ Jannie	33.21598	-97.11563	Connect Route 3 (Existing)
WB McKinney @ Audra	33.21596	-97.11280	Connect Route 3 (Existing)
WB McKinney @ Mack Park	33.21578	-97.10965	Connect Route 3 (Existing)
WB McKinney @ The Fountains	33.21518	-97.10376	Connect Route 3 (Existing)
WB McKinney @ Bellaire	33.21395	-97.09874	Connect Route 3 (Existing)
WB McKinney @ Mockingbird	33.21369	-97.09702	Connect Route 3 (Existing)
Serve Denton	33.21720	-97.08935	Connect Route 3 (Existing)
WB McKinney @ Duchess	33.21162	-97.08732	Connect Route 3 (Existing)
EB Hickory @ Bradshaw	33.21433	-97.12171	Connect Route 3 (Existing)
EB Hickory @ Wood	33.21435	-97.11860	Connect Route 3 (Existing)
NB Wood @ McKinney	33.21588	-97.11838	Connect Route 3 (Existing)
EB McKinney @ Hettie	33.21589	-97.11622	Connect Route 3 (Existing)
EB McKinney @ Campbell	33.21584	-97.11427	Connect Route 3 (Existing)
EB McKinney @ Mack Park	33.21565	-97.10947	Connect Route 3 (Existing)
EB McKinney @ The Veranda	33.21536	-97.10452	Connect Route 3 (Existing)
EB McKinney @ Bellaire	33.21389	-97.09928	Connect Route 3 (Existing)
EB McKinney @ Mockingbird	33.21354	-97.09693	Connect Route 3 (Existing)



Street Location	Latitude	Longitude	Route Information
EB McKinney @ Cardinal	33.21323	-97.09364	Connect Route 3 (Existing)
NB Cardinal @ McKinney	33.21383	-97.09277	Connect Route 3 (Existing)
NB Cardinal @ Hummingbird	33.21551	-97.09207	Connect Route 3 (Existing)
NB Cardinal @ Oriole	33.21774	-97.09200	Connect Route 3 (Existing)
EB McKinney @ Duchess	33.21147	-97.08754	Connect Route 3 (Existing)
EB McKinney @ Mayhill	33.21035	-97.08400	Connect Route 3 (Existing)
NB Mockingbird @ Beverly	33.22680295	-97.09757352	Connect Route 3 (New)
NB Mockingbird @ Weston	33.21944853	-97.09637239	Connect Route 3 (New)
EB Audra Ln @ Bayfield	33.22824472	-97.0941182	Connect Route 3 (New)
Downtown Denton Transit Center	33.21371	-97.12605	Connect Route 6 (Existing)
WB McKinney @ Bell	33.21657	-97.12909	Connect Route 6 (Existing)
NB Locust @ Congress	33.21920092	-97.13231553	Connect Route 6 (New) (TxDOT ROW)
NB Locust @ 3rd St	33.22578	-97.13215	Connect Route 6 (Existing) (TxDOT ROW)
NB Locust @ Sherman Drive	33.23237991	-97.13203942	Connect Route 6 (New) (TxDOT ROW)
NB Locust @ Orr Street	33.23970496	-97.13186137	Connect Route 6 (New) (TxDOT ROW)
WB Elm @ Windsor Dr	33.24276845	-97.13707916	Connect Route 6 (New) (TxDOT ROW)
WB Elm @ Fallmeadow	33.24458	-97.14051	Connect Route 6 (Existing) (TxDOT ROW)
WB Elm @ Nicosia	33.24869332	-97.14828547	Connect Route 6 (New) (TxDOT ROW)
EB Elm @ Discovery Park	33.25021811	-97.15178636	Connect Route 6 (New) (TxDOT ROW)
EB Elm @ Nicosia	33.24800973	-97.14758423	Connect Route 6 (New) (TxDOT ROW)



Street Location	Latitude	Longitude	Route Information
EB Elm @ Windsor	33.24212315	-97.13634729	Connect Route 6 (New) (TxDOT ROW)
SB Elm @ Orr Street	33.23987291	-97.1333317	Connect Route 6 (New) (TxDOT ROW)
SB Elm @ Sherman Drive	33.23252923	-97.13348917	Connect Route 6 (New) (TxDOT ROW)
SB Bell @ Mingo-Senior Center	33.21921	-97.12749	Connect Route 6 (Existing)
SB Bell @ Texas	33.22213	-97.12741	Connect Route 6 (Existing)
SB Bell @ Administration	33.22601	-97.12740	Connect Route 6 (Existing)
SB Bell @ Chapel	33.22934	-97.12732	Connect Route 6 (Existing)
NB Heritage Trail @ Rayzor Park	33.22551	-97.16606	Connect Route 7 (Existing)
Downtown Denton Transit Center	33.21389	-97.12601	Connect Route 7 (Existing)
EB Charlotte @ Ave G	33.21277	-97.15827	Connect Route 7 (Existing)
EB Hickory @ Piner	33.21452	-97.13651	Connect Route 7 (Existing)
NCTC Campus	33.21449	-97.13018	Connect Route 7 (Existing)
SB Bonnie Brae @ Stella	33.21352917	-97.1615153	Connect Route 7 (New)
SB Bonnie Brae @ Crescent	33.22496756	-97.16126347	Connect Route 7 (New)
EB Hickory @ Bernard	33.21457263	-97.14174635	Connect Route 7 (New)
EB Hickory @ Elm	33.21449	-97.13380	Connect Route 7 (Existing)
EB Scripture @ I-35	33.21907	-97.16852	Connect Route 7 (Existing)
WB Oak @ Bonnie Brae	33.21547	-97.16358	Connect Route 7 (Existing)
WB Oak @ Elm	33.21561	-97.13343	Connect Route 7 (Existing)
WB Oak @ Oakland	33.21557	-97.12975	Connect Route 7 (Existing)
NB Heritage Trail @ Panhandle	33.22144466	-97.1658876	Connect Route 7 (New)
NB Heritage Trail @ Eastpark	33.22838255	-97.16480069	Connect Route 7 (New)
WB Oak @ Cedar	33.21568	-97.13579	Connect Route 7 (Existing)





Street Location	Latitude	Longitude	Route Information
Fouts Field Transfer 3	33.20984	-97.15529	UNT Shuttle Service (Existing)
Hurley Administration Building	33.21156	-97.14866	UNT Shuttle Service (Existing)
Union Transfer 5	33.21107	-97.14621	UNT Shuttle Service (Existing)
The Gateway at Denton	33.20413	-97.13700	UNT Shuttle Service (Existing)
The Oaks	33.21001	-97.14138	UNT Shuttle Service (Existing)
The Venue-Lindsey	33.19884	-97.13994	UNT Shuttle Service (Existing)
The Arbors	33.20357	-97.14149	UNT Shuttle Service (Existing)
Midtown	33.20494	-97.13794	UNT Shuttle Service (Existing)
EB Eagle @ Bernard	33.20651	-97.14046	UNT Shuttle Service (Existing)
Union 3	33.21044	-97.14556	UNT Shuttle Service (Existing)
The Ridge	33.18668	-97.10129	UNT Shuttle Service (Existing)
EB Colorado @ Brinker	33.18257	-97.09874	UNT Shuttle Service (Existing)
SB Brinker @ Medpark	33.18435	-97.09750	UNT Shuttle Service (Existing)
MedPark Station for Bus	33.18277	-97.09186	UNT Shuttle Service (Existing)
The Venue (Bernard St)	33.20052	-97.14162	UNT Shuttle Service (Existing)
University Place	33.20510	-97.14153	UNT Shuttle Service (Existing)
Union 4	33.21044	-97.14614	UNT Shuttle Service (Existing)
The Forum/Republic	33.19863	-97.13121	UNT Shuttle Service (Existing)
The Leonard	33.19697	-97.13350	UNT Shuttle Service (Existing)
14 Fifty-One	33.19798	-97.12919	UNT Shuttle Service (Existing)
NB Bonnie Brae @ University	33.23120	-97.16089	UNT Shuttle Service (Existing)
EB Hickory @ Ave H	33.21472	-97.15947	UNT Shuttle Service (Existing)
SB Bonnie Brae @ Panhandle	33.22217	-97.16135	UNT Shuttle Service (Existing)



Street Location	Latitude	Longitude	Route Information
SB Bonnie Brae @ Emery	33.22826	-97.16113	UNT Shuttle Service (Existing)
GAB	33.21400	-97.14841	UNT Shuttle Service (Existing)
SB Bonnie Brae @ University	33.23096	-97.16106	UNT Shuttle Service (Existing)
Bonnie Brae & Windsor (SB)	33.23998	-97.16092	UNT Shuttle Service (Existing)
Union 6	33.21130	-97.14619	UNT Shuttle Service (Existing)
NB Bonnie Brae @ Panhandle	33.22213	-97.16114	UNT Shuttle Service (Existing)
NB Bonnie Brae @ Emery	33.22849	-97.16094	UNT Shuttle Service (Existing)
WB Oak @ Thomas	33.21583	-97.15962	UNT Shuttle Service (Existing)
WB Oak @ Bradley	33.21577	-97.15389	UNT Shuttle Service (Existing)
WB Oak @ Normal	33.21573	-97.14946	UNT Shuttle Service (Existing)
WB Oak @ Fry	33.21575	-97.14626	UNT Shuttle Service / Connect Route 7 (Existing)
NB Welch @ Mulberry	33.21350	-97.14421	UNT Shuttle Service (Existing)
WB Oak @ Ave G	33.21579	-97.15728	UNT Shuttle Service (Existing)
WB Oak @ Fulton St	33.21570	-97.14363	UNT Shuttle Service / Connect Route 7 (Existing)
WB Oak @ Denton St	33.21570	-97.13941	UNT Shuttle Service / Connect Route 7 (Existing)
Bonnie Brae & Windsor	33.23956	-97.16073	UNT Shuttle Service (Existing)
NB Bonnie Brae @ Womens Center	33.21748	-97.16159	UNT Shuttle Service (Existing)
Discovery Park - Express Stop	33.25369	-97.15077	UNT Shuttle Service (Existing)
Union Transfer 7	33.21153	-97.14564	UNT Shuttle Service (Existing)
EB Hickory @ Ave B	33.21453	-97.14857	UNT Shuttle Service / Connect Route 7 (Existing)
Discovery Park	33.25347	-97.15391	UNT Shuttle Service / Connect Route 6 (Existing)
SB Bonnie Brae @ Womens Center	33.21745	-97.16157	UNT Shuttle Service / Connect Route 7 (Existing)





Street Location	Latitude	Longitude	Route Information
WB Oak @ Ave G	33.21579	-97.15728	UNT Shuttle Service / Connect Route 7 (Existing)
W. Hickory &N. Texas Blvd.	33.21475	-97.15504	UNT Shuttle Service (Existing)
NTX	33.20105	-97.13338	UNT Shuttle Service (Existing)
Union 9	33.21155	-97.14539	UNT Shuttle Service (Existing)
Arch	33.19682	-97.13686	UNT Shuttle Service (Existing)
Union 1	33.21046	-97.14491	UNT Shuttle Service (Existing)
The Retreat	33.21335	-97.17340	UNT Shuttle Service (Existing)
University Uptown	33.21542	-97.16613	UNT Shuttle Service (Existing)
Scripture @ Bryan	33.21865	-97.14792	UNT Shuttle Service (Existing)
University Courtyard	33.21496	-97.16184	UNT Shuttle Service (Existing)
Scripture @ Lovell	33.21875	-97.14830	UNT Shuttle Service (Existing)
City Parc	33.21876	-97.14717	UNT Shuttle Service (Existing)
WB Oak @ I-35	33.21557	-97.16615	UNT Shuttle Service / Connect Route 7 (Existing)
Union Transfer 8	33.21153	-97.14552	UNT Shuttle Service (Existing)
Victory Hall	33.20175	-97.15863	UNT Shuttle Service (Existing)
Fouts Field Transfer	33.20938	-97.15537	UNT Shuttle Service (Existing)
Hickory @ Fry	33.21460	-97.14653	UNT Shuttle Service / Connect Route 7 (Existing)
Kerr Hall / BLB	33.20835	-97.14709	UNT Shuttle Service (Existing)
Honors Hall	33.20683	-97.15187	UNT Shuttle Service (Existing)
Apogee Northeast Lot	33.20289	-97.15593	UNT Shuttle Service (Existing)
Union 2	33.21047	-97.14524	UNT Shuttle Service (Existing)
DATCU Center Lot	33.20172	-97.15708	UNT Shuttle Service (Existing)
Union Transfer 10	33.21150	-97.14467	UNT Shuttle Service (Existing)
Downtown Denton Transit Center	33.21341	-97.12605	UNT Shuttle Service / Connect Route 3 (Existing)
EB Eagle @ Kendolph	33.20673	-97.15207	UNT Shuttle Service (Existing)





Street Location	Latitude	Longitude	Route Information
EB Eagle @ McCormick	33.20664	-97.14754	UNT Shuttle Service (Existing)
WB Hickory @ City Hall E	33.21449	-97.12582	North Texas Xpress
NB Exposition @ Hickory	33.21421	-97.12348	North Texas Xpress
Lot 80	33.20159	-97.15713	UNT Shuttle Service (Existing)
HS Garage	33.20929	-97.14566	UNT Shuttle Service (Existing)
Fouts PE	33.20862	-97.15859	UNT Shuttle Service (Existing)
Lot 80 South	33.20012	-97.15751	UNT Shuttle Service (Existing)





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-1392, **Version:** 1

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Weatherproofing Services L.L.C., for the maintenance and installation of roofing, gutters, and downspouts for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8501 - awarded to Weatherproofing Services L.L.C., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,462,500.00).





# City of Denton

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

## AGENDA INFORMATION SHEET

**DEPARTMENT:** Procurement  
**ACM:** Cassey Ogden  
**DATE:** July 23, 2024

### **SUBJECT**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Weatherproofing Services L.L.C., for the maintenance and installation of roofing, gutters, and downspouts for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8501 – awarded to Weatherproofing Services L.L.C., for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,462,500.00).

### **STRATEGIC ALIGNMENT**

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

### **INFORMATION/BACKGROUND**

The proposed contract will be utilized by the Facilities Management Department to maintain, repair, and install the roofing and gutter systems throughout 206 City-owned buildings. The roofing, gutter, and downspout maintenance and installation will be performed as needed to assist the city in maintaining existing and future buildings. The historical spend for roofing, gutter, and downspout maintenance and installation has been \$625,000 per year. Furthermore, the contract encompasses deferred maintenance items that were identified in the Facilities Condition Assessment (FCA) that was completed in 2022. The contract value is based on historical spending levels and includes estimates for future assets and services.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Replacements/Maintenance	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$2,750,000
FCA Work	300,000	300,000	300,000	300,000	300,000	1,500,000
<b>Sub Total:</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>4,250,000</b>
Contingency 5%						212,500
<b>Total:</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$4,462,500</b>

Request for Proposals was sent to 404 prospective suppliers, including 45 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and advertised in the local newspaper. One (1) proposal was received, and references were checked to ensure the vendor could provide the services requested in the Scope of Work. The proposal was evaluated based upon published criteria including delivery, compliance with specifications, and price. Best and Final Offer (BAFO) was requested from the firm. The department is awarding the contract to Weatherproofing Services L.L.C.



NIGP Code Used for Solicitation:	910 - Building Maintenance, Installation And Repair Services
Notifications sent for Solicitation sent in IonWave:	404
Number of Suppliers that viewed Solicitation in IonWave:	17
HUB-Historically Underutilized Business Invitations sent out:	65
SBE-Small Business Enterprise Invitations sent out:	166
Responses from Solicitation:	1

### **RECOMMENDATION**

Award a contract with Weatherproofing Services L.L.C., for the maintenance and installation of roofing, gutters, and downspouts for the Facilities Management Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in a total five (5) year not-to-exceed amount of \$4,462,500.

### **PRINCIPAL PLACE OF BUSINESS**

Weatherproofing Services L.L.C.  
Aubrey, TX

### **ESTIMATED SCHEDULE OF PROJECT**

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same.

### **FISCAL INFORMATION**

These services will be funded from the Facilities Management Department's Outside Contracted Services account 880200.6545, and the City's Capital Budget. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is \$4,462,500. The City will only pay for services rendered and is not obligated to pay the total contract amount unless needed.

### **EXHIBITS**

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

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

For information concerning this acquisition, contact: Tom Gramer, 940-349-7467.

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



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WEATHERPROOFING SERVICES L.L.C., FOR THE MAINTENANCE AND INSTALLATION OF ROOFING, GUTTERS, AND DOWNSPOUTS FOR THE FACILITIES MANAGEMENT DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8501 – AWARDED TO WEATHERPROOFING SERVICES L.L.C., FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$4,462,500.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the maintenance and installation of roofing, gutters, and downspouts for the Facilities Management Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8501	Weatherproofing Services L.L.C.	\$4,462,500.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations,



Proposals, and related documents.

**SECTION 3.** That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

**SECTION 4.** The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

**SECTION 5.** By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

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

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR



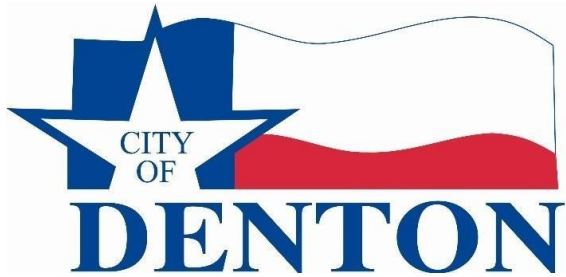
ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: *Marcella Lunn* \_\_\_\_\_





Docusign City Council Transmittal Coversheet

RFP	8501
File Name	ROOFING GUTTER INSTALLATION AND MAINTENANCE
Purchasing Contact	Crystal westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	



**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND WEATHERPROOFING SERVICES L.L.C.  
(CONTRACT 8501)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between **WEATHERPROOFING SERVICES L.L.C.**, a Texas limited liability company, whose address is 2336 OAK GROVE LN, AUBREY, TX 76227 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Contractor shall provide products and/or services in accordance with the City's document RFP -8501 Roofing Gutter Installation and Maintenance, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's RFP 8501 (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Insurance Requirements (**Exhibit "E"**);
- (f) Contractor's Proposal (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);

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

**Prohibition on Contracts with Companies Boycotting Israel**

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

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contract # 8501



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

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

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

#### **Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**

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

#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in

Contract # 8501



the year and day first above written.

CONTRACTOR

BY:   
82B2394C36EE400...  
AUTHORIZED SIGNATURE

Printed Name: Dianne whitfield

Title: President  
9727318222

PHONE NUMBER  
dianne@wstexas.com

EMAIL ADDRESS  
2024- 1183177

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER


CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

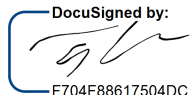
ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:   
4B070831B4AA438

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

  
F704F88617504DC...  
SIGNATURE      Tom Gramer  
PRINTED NAME

Director

TITLE

Facilities

DEPARTMENT



## **Exhibit A**

### **Special Terms and Conditions**

#### **1. Total Contract Amount**

The contract total for services shall not exceed \$4,462,500. Pricing shall be per Exhibit F attached.

#### **2. The Quantities**

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

#### **3. Contract Terms**

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

#### **4. Price Escalation and De-escalation**

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a  
Contract # 8501



properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

## **5. Performance Liquidated Damages**

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.



## **Exhibit C**

### **Standard Purchase Terms and Conditions**

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.



**6. DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

**7. RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

**8. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

**9. PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

## **10. WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, Contract # 8501



disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**Immigration:** The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**Environmental Protection:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

## **12. INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

**B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

## **13. PAYMENT:**

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within Contract # 8501



thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

**B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

**14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

Contract # 8501



**15. FINAL PAYMENT AND CLOSE-OUT:**

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

**18. SUBCONTRACTORS:**

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan

Contract # 8501



has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

#### **19. WARRANTY-PRICE:**

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or

Contract # 8501



manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

**22. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the

Contract # 8501



Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

**24. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**25. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**26. DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

**27. TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**28. TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work  
Contract # 8501



pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**29. FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**30. DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE**

Contract # 8501



**PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Exhibit E** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

**A. General Requirements:**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:  
City of Denton  
Materials Management Department  
901B Texas Street  
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without



expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

**33. CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

**34. NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

**35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information



Act, Chapter 552, and Texas Government Code.

**36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

**37. CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**38. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute,



acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

**39. PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**40. ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**41. NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**42. GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or

Contract # 8501



any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

**44. INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or their designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

**45. ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**46. WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole Contract # 8501



or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**47. MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**48. INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**49. DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**50. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the Contract # 8501



laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**51. INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**52. HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or their authorized designee.

**53. SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.



**55. EQUAL OPPORTUNITY**

**A. Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

**B. Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**57. RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.



**58. LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

**59. PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.wdol.gov](http://www.wdol.gov) for Denton County, Texas (WD-2509).

**60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**61. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

**62. DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

**64. FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so



affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**65. NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**66. NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

**67. RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

**Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.**

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**



**Exhibit D**  
**Certificate of Interested Parties Electronic Filing**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line.  
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.



## Exhibit E

### INSURANCE REQUIREMENTS

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

#### STANDARD PROVISIONS:

*Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.*

*As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.*

*All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:*

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers.
  - That such insurance is primary to any other insurance available to the



Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

#### **SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

##### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

##### **B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000.00 Each Accident

Contract # 8501



Bodily Injury by Disease: \$500,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

NOTES:

a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

**C. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$1,000,000.00 per occurrence.

NOTE:

- a. If CONTRACTOR does not have owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

**SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.



## EXHIBIT F

				Weatherproofing Services L.L.C.
Line #	Description	QTY	UOM	Unit
<b>Section A: Service Work- Hourly Rates</b>				
2	Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Technician	1	HR	\$68.00
3	Regular Working Hours (7:00 AM-5:00 PM / Monday- Friday): Assistant	1	HR	\$68.00
4	After Regular Working Hours: Technician	1	HR	\$95.20
5	After Regular Working Hours: Assistant	1	HR	\$95.20
6	Holidays: Technician	1	HR	\$136.00
7	Holidays: Assistant	1	HR	\$136.00
<b>Section B: Service Work- Emergency Work Hours (30 Minute Response Time Required)</b>				
9	Emergency Work Hours (30 Minutes Response Time Required) Regular Working Hours (7:00 AM 1	1	HR	\$102.00
10	Emergency Work Hours (30 Minutes Response Time Required) Regular Working Hours (7:00 AM 1	1	HR	\$102.00
11	Emergency Work Hours (30 Minutes Response Time Required) After Regular Working Hours (7:00 AM 1	1	HR	\$136.00
12	Emergency Work Hours (30 Minutes Response Time Required) After Regular Working Hours (7:00 AM 1	1	HR	\$136.00
13	Emergency Work Hours (30 Minutes Response Time Required) Regular Working Hours (7:00 AM 1	1	HR	\$204.00
14	Emergency Work Hours (30 Minutes Response Time Required) After Regular Working Hours (7:00 AM 1	1	HR	\$204.00
<b>Section C: Materials</b>				
16	Contractor Material Markup Rates	1	HR	25.0%
17	Sub Contractor Markup Rate	1	HR	20.0%



**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

WEATHERPROOFING SERVICES L.L.C.

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

**5** DocuSigned by:

*Dianne Whitfield*

7/2/2024

Signature of vendor doing business with the governmental entity

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

#### **Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.



**Certificate Of Completion**

Envelope Id: 8CD2A2EB4DDF4524BC5B91C24DDA6020

Status: Sent

Subject: Please DocuSign: City Council Contract 8501 Roofing Gutter Installation and Maintenance

Source Envelope:

Document Pages: 32

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

Envelope Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.10

**Record Tracking**

Status: Original

Holder: Crystal Westbrook

Location: DocuSign

6/4/2024 10:08:49 AM

crystal.westbrook@cityofdenton.com

**Signer Events****Signature****Timestamp**

Crystal Westbrook

**Completed**

Sent: 6/4/2024 10:13:02 AM

crystal.westbrook@cityofdenton.com

Viewed: 6/4/2024 10:13:09 AM

Senior Buyer

Signed: 6/4/2024 10:14:04 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lori Hewell



Sent: 6/4/2024 10:14:06 AM

lori.hewell@cityofdenton.com

Viewed: 6/4/2024 10:18:43 AM

Purchasing Manager

Signed: 6/4/2024 10:19:24 AM

City of Denton

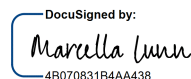
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.10

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marcella Lunn



Sent: 6/4/2024 10:19:26 AM

marcella.lunn@cityofdenton.com

Viewed: 6/5/2024 2:36:29 PM

Senior Deputy City Attorney

Signed: 6/5/2024 2:44:44 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.104

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Dianne Whitfield



Sent: 6/5/2024 2:44:47 PM

dianne@wstexas.com

Resent: 6/17/2024 9:30:27 AM

President

Resent: 7/1/2024 9:49:35 AM

Security Level: Email, Account Authentication  
(None)

Viewed: 7/1/2024 12:21:52 PM

Signature Adoption: Pre-selected Style

Signed: 7/2/2024 1:58:04 PM

Using IP Address: 99.39.120.101

**Electronic Record and Signature Disclosure:**  
Accepted: 7/1/2024 12:21:52 PM  
ID: c27fb348-7168-4926-9907-8dfac6b01aa3



Signer Events	Signature	Timestamp
Tom Gramer tom.gramer@cityofdenton.com Director Facilities and Fleet Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 7/2/2024 2:20:38 PM ID: a2e1ea99-83cb-4add-b814-72cb811bd928	<div> DocuSigned by:    F704F88617504DC... </div> Signature Adoption: Drawn on Device Using IP Address: 47.190.47.120 Signed using mobile	Sent: 7/2/2024 1:58:07 PM Viewed: 7/2/2024 2:20:38 PM Signed: 7/2/2024 2:20:59 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 7/2/2024 2:21:02 PM
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/4/2024 10:14:06 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/2/2024 2:21:02 PM Viewed: 7/3/2024 4:32:46 PM



Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  David Moore david.moore@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2024 10:13:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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



**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #: ID 24-1393, Version: 1**

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment, through the Buy Board Cooperative Purchasing Network Contract # 686-22, for the purchase and repair of heavy-duty vehicles and equipment for various departments for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8591 - awarded to Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,013,706.00).





# City of Denton

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

## AGENDA INFORMATION SHEET

**DEPARTMENT:** Procurement  
**ACM:** Cassey Ogden  
**DATE:** July 23, 2024

### SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment, through the Buy Board Cooperative Purchasing Network Contract # 686-22, for the purchase and repair of heavy-duty vehicles and equipment for various departments for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8591 – awarded to Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,013,706.00).

### STRATEGIC ALIGNMENT

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

### INFORMATION/BACKGROUND

The proposed contract will be utilized by Fleet Services to procure and repair equipment for various city departments engaged in sewer line maintenance, street maintenance, and refuse disposal. Examples of the equipment to be acquired include Labrie loaders, Serco brush trucks, and similar equipment for departments including Solid Waste, Streets, and Drainage. Fleet Services strategizes asset management, including planning for new acquisitions and asset replacements, integrated within the city's annual budget process. Funding for all new acquisitions and replacements is allocated within the Capital Improvement Budget. Repair cost estimates are based on historical spending and funded by the operating budget. The contract value is based on historical spending levels and includes estimates for future assets and services.

#### Estimated Contract Expenses

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Asset Additions	\$420,000	\$432,600	\$445,578	\$458,945	\$472,714	\$2,229,837
Asset Replacements	220,000	226,600	233,398	240,400	247,612	1,168,010
Asset Repairs	80,000	82,400	84,872	87,418	90,041	424,731
<b>Sub Total</b>	<b>\$720,000</b>	<b>\$741,600</b>	<b>\$763,848</b>	<b>\$786,763</b>	<b>\$810,367</b>	<b>\$3,822,578</b>
Contingency 5%	36,000	37,080	38,192	39,338	40,518	191,128
<b>Total</b>	<b>\$756,000</b>	<b>\$778,680</b>	<b>\$802,040</b>	<b>\$826,101</b>	<b>\$850,885</b>	<b>\$4,013,706</b>

Pricing obtained through the Buy Board Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.



## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 1, 2005, the City Council approved the interlocal agreement with the Buy Board Cooperative Purchasing Network (Ordinance 2005-034).

## **RECOMMENDATION**

Award a contract with Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment, for the purchase and repair of heavy-duty vehicles and equipment for various departments for the Fleet Services Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in a total five (5) year not-to-exceed amount of \$4,013,706.

## **PRINCIPAL PLACE OF BUSINESS**

Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment  
Converse, TX

## **ESTIMATED SCHEDULE OF PROJECT**

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same. This Buy Board contract expires on November 30, 2025.

## **FISCAL INFORMATION**

The proposed contract will be funded through the City's Capital Budget. The City will only pay for services rendered and is not obligated to pay the total contract amount unless needed.

## **EXHIBITS**

Exhibit 1: Agenda Information Sheet  
Exhibit 2: Cooperative Pricing  
Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact: Tom Gramer, 940-349-7467.

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



**2 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**3 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



4 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**5 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**6 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**7 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**8 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:  1%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**10 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**14 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**15 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



1  
6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



1  
9 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Grapple Pricing - SERCO

(Required: Maximum 30 characters allowed)



1  
9 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Grapple Pricing - SERCO

(Required: Maximum 30 characters allowed)



3  
7**Section V: Repair Parts and Supplies**

Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Parts Pricing - Labrie

(Required: Maximum 30 characters allowed)

3  
8**Section VI: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other**

**Transport Bodies-Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

(Response required)

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RELIANCE ENVIRONMENTAL TRUCK SALES LLC DBA RELIANCE TRUCK & EQUIPMENT, THROUGH THE BUY BOARD COOPERATIVE PURCHASING NETWORK CONTRACT # 686-22, FOR THE PURCHASE AND REPAIR OF HEAVY-DUTY VEHICLES AND EQUIPMENT FOR VARIOUS DEPARTMENTS FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8591 – AWARDED TO RELIANCE ENVIRONMENTAL TRUCK SALES LLC DBA RELIANCE TRUCK & EQUIPMENT, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$4,013,706.00).

WHEREAS, pursuant to Ordinance 2005-034, the Buy Board Cooperative Purchasing Network has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Buy Board Cooperative Purchasing Network programs at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8591	Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment	\$4,013,706.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the Buy Board



Cooperative Purchasing Network for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with the Buy Board Cooperative Purchasing Network and the purchase orders issued by the City.

**SECTION 3.** Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the Buy Board Cooperative Purchasing Network, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the Buy Board Cooperative Purchasing Network, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

**SECTION 4.** The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

**SECTION 5.** By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval of purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

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

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

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



PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

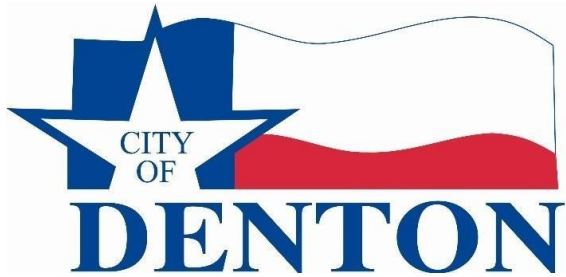
ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn





Docusign City Council Transmittal Coversheet

COOP	8591
File Name	Reliance Truck and Equipment
Purchasing Contact	kayla clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	



**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND RELIANCE ENVIRONMENTAL TRUCK SALES LLC  
dba RELIANCE TRUCK & EQUIPMENT  
(CONTRACT 8591)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between Reliance Environmental Truck Sales LLC dba Reliance Truck & Equipment a Texas Limited Liability Company, whose address is 9818 Green Rd Converse, TX 78109 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Supplier shall provide products in accordance with the Supplier's pricing sheet, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) BuyBoard 686-22 file# 8591 with (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) Reliance Environmental Truck Sales, LLC dba Reliance Truck & Equipment, pricing sheet (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Insurance Requirements (**Exhibit "E"**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "F"**);

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

**Prohibition on Contracts with Companies Boycotting Israel**

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

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains



written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

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

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

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

#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.



SUPPLIER

DocuSigned by:  
BY: JONATHAN P LOFTIS  
AUTHORIZED SIGNATURE

Printed Name: JONATHAN P LOFTIS

Title: President

817-584-1860

PHONE NUMBER

jloftis@relianceequip.net

EMAIL ADDRESS

2024-1180323

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: SARA HENSLEY, CITY MANAGER

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY:

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
BY: Benjamin N. Samples, II  
AB7F931ADF45405...

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

DocuSigned by:  
SIGNATURE Thomas Gramer  
7794F5986175040G  
PRINTED NAME  
Director  
TITLE  
Fleet  
DEPARTMENT



**Exhibit A**  
**Special Terms and Conditions**

**1. Contract Term**

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

**2. Total Contract Amount**

The contract total shall not exceed **\$4,013,706**. Pricing shall be per Exhibit C attached.



**2 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
 (Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**3 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total: 

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**4 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**5 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**6 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**7 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**8 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:  1%

**Item Notes: PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
 (Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**10 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

- ☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**1 Section I: Refuse Equipment, Products, and Supplies**

**4** Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**1**  
**5 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**1 Section I: Refuse Equipment, Products, and Supplies****6**

Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Refuse Pricing - Labrie 2022

(Required: Maximum 30 characters allowed)



**1** **Section I: Refuse Equipment, Products, and Supplies**

**9** Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**  
(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

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**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Grapple Pricing - SERCO

(Required: Maximum 30 characters allowed)



**1**  
**9 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing, hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:  1 %

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Grapple Pricing - SERCO

(Required: Maximum 30 characters allowed)



3  
7**Section V: Repair Parts and Supplies**

Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment, Containers, Dump Bodies, and Mixers.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

(Response required)

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Parts Pricing - Labrie

(Required: Maximum 30 characters allowed)

3  
8**Section VI: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other**

**Transport Bodies-Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

(Response required)

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

☐ No bid  
☐ Alternate specification  
(Attach separate sheet)



**Exhibit D**  
**Certificate of Interested Parties Electronic Filing**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.



## EXHIBIT E

### INSURANCE REQUIREMENTS

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

#### STANDARD PROVISIONS:

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:



- Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
  - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
  - Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
  - Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
  - Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**A. GARAGE LIABILITY**

Garage Liability Insurance including, but not limited to, Premises/Operations, Automobile, Personal & Advertising Injury, Products/Completed Operations,



Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 other than Auto-each accident, \$2,000,000 Other than Auto-aggregate, \$1,000,000 Auto-each accident.

The policy shall include:

- a) Garage Keepers on a direct primary basis to include coverage for Comprehensive and Collision for a limit equal to the Actual Cash Value of the CITY'S vehicle(s) in the CONTRACTOR'S care, custody, or control.

#### **B. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

#### **C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are:

Bodily Injury by Accident: \$100,000.00 Each Accident

Bodily Injury by Disease: \$100,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

#### **NOTES:**

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

#### **SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration



of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.



**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

Reliance Environmental Truck Sales LLC dba Reliance Truck &amp; Equipment

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

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

DocuSigned by:

JONATHAN P LOFTIS

6/27/2024

Signature of Vendor doing business with the governmental entity

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

#### **Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.



**Certificate Of Completion**

Envelope Id: CFC6F75245C24BDFB0CFDB2174DCA6FF

Status: Sent

Subject: Please DocuSign: City Council Contract 8591 -Reliance Truck and Equipment

Source Envelope:

Document Pages: 26

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Kayla Clark

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

kayla.clark@cityofdenton.com

IP Address: 198.49.140.104

**Record Tracking**

Status: Original

Holder: Kayla Clark

Location: DocuSign

6/24/2024 10:02:29 AM

kayla.clark@cityofdenton.com

**Signer Events****Signature****Timestamp**

Kayla Clark

**Completed**

Sent: 6/24/2024 10:04:47 AM

kayla.clark@cityofdenton.com

Viewed: 6/24/2024 10:05:12 AM

Buyer

Signed: 6/24/2024 10:05:47 AM

City of Denton

Using IP Address: 198.49.140.104

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

Not Offered via DocuSign

Lori Hewell



Sent: 6/24/2024 10:05:50 AM

lori.hewell@cityofdenton.com

Viewed: 6/24/2024 11:00:29 AM

Purchasing Manager

Signed: 6/24/2024 11:00:53 AM

City of Denton

Signature Adoption: Pre-selected Style

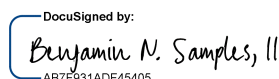
Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.10

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Benjamin N. Samples, II



Sent: 6/24/2024 11:00:55 AM

Benjamin.Samples@cityofdenton.com

Viewed: 6/24/2024 11:28:28 AM

Security Level: Email, Account Authentication  
(None)

Signed: 6/24/2024 12:04:40 PM

Signature Adoption: Pre-selected Style

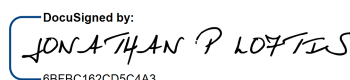
Using IP Address: 198.49.140.104

**Electronic Record and Signature Disclosure:**

Accepted: 6/24/2024 12:04:07 PM

ID: 6a311156-0b5c-41d8-bd75-83dddef6ee0f

JONATHAN P LOFTIS



Sent: 6/24/2024 12:04:42 PM

jloftis@relianceequip.net

Resent: 6/25/2024 2:38:38 PM

President

Viewed: 6/25/2024 2:39:08 PM

Security Level: Email, Account Authentication  
(None)

Signed: 6/27/2024 12:18:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.240.244.254

**Electronic Record and Signature Disclosure:**

Accepted: 6/25/2024 2:39:08 PM

ID: 0a4867e2-560d-4aea-b7c2-f86e290d1991



Signer Events	Signature	Timestamp
Thomas Gramer Tom.Gramer@cityofdenton.com Director Facilities and Fleet Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 198.49.140.10	Sent: 6/27/2024 12:18:56 PM Viewed: 6/27/2024 12:43:05 PM Signed: 6/27/2024 12:43:16 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/27/2024 12:43:05 PM  
ID: 210121a3-6fe0-4800-bcd5-46397b6e8bd6

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

Sent: 6/27/2024 12:43:19 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Thoden  
lauren.thoden@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 6/24/2024 10:05:49 AM

**Electronic Record and Signature Disclosure:**  
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Gretna Jones  
gretna.jones@cityofdenton.com  
Legal Secretary  
City of Denton  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 6/27/2024 12:43:19 PM  
Viewed: 6/28/2024 3:45:47 PM



Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Dustin Rolfe Dustin.Rolfe@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/27/2024 9:39:03 AM ID: 979b9e38-94e0-4d39-af3b-9b5dbb63c8bc		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2024 10:04:47 AM
Envelope Updated	Security Checked	6/25/2024 2:38:37 PM
Envelope Updated	Security Checked	6/25/2024 2:38:38 PM
Envelope Updated	Security Checked	6/25/2024 2:38:38 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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



**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #: ID 24-1394, Version: 1**

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Texan Waste Equipment, Inc., dba Heil of Texas, through the Buy Board Cooperative Purchasing Network Contract # 686-22, for the purchase, service, and repairs of sewer equipment, sweepers, brush handling trucks, and similar equipment for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8600 - awarded to Texan Waste Equipment, Inc., dba Heil of Texas, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,059,173.00).





# City of Denton

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

## AGENDA INFORMATION SHEET

**DEPARTMENT:** Procurement  
**ACM:** Cassey Ogden  
**DATE:** July 23, 2024

### **SUBJECT**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Texan Waste Equipment, Inc., dba Heil of Texas, through the Buy Board Cooperative Purchasing Network Contract # 686-22, for the purchase, service, and repairs of sewer equipment, sweepers, brush handling trucks, and similar equipment for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8600 – awarded to Texan Waste Equipment, Inc., dba Heil of Texas, for one (1) year, with the option for four (4) additional one (1) year extensions, in the total five (5) year not-to-exceed amount of \$4,059,173.00).

### **STRATEGIC ALIGNMENT**

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

### **INFORMATION/BACKGROUND**

The proposed contract will be utilized by the Facilities & Fleet Services Department for service and repairs of existing and future Heil-equipped vehicles for various city departments engaged in sewer line maintenance, street maintenance, and refuse disposal. Examples of the equipment to be repaired include Vac-Con sewer equipment, Schwarze sweepers, Palfinger brush handling trucks, and similar equipment. Heil of Texas is the factory-authorized local vendor for sales and service, providing field service and repairs in Irving, Texas. Funding for service and repairs is allocated to the department's operating budget. The contract value is based on historical spending levels and includes future assets and service estimates.

Estimated Contract Expenses						
Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Asset Additions	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Asset Replacements	300,000	300,000	300,000	300,000	300,000	1,500,000
Asset Repairs	190,000	195,700	201,571	207,618	213,847	1,008,736
<b>Sub Total</b>	<b>\$790,000</b>	<b>\$795,700</b>	<b>\$801,571</b>	<b>\$807,618</b>	<b>\$813,847</b>	<b>\$4,008,736</b>
Contingency 5%	9,500	9,785	10,079	10,381	10,692	50,437
<b>Total</b>	<b>\$799,500</b>	<b>\$805,485</b>	<b>\$811,650</b>	<b>\$817,999</b>	<b>\$824,539</b>	<b>\$4,059,173</b>

Pricing obtained through the Buy Board Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.



## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 1, 2005, the City Council approved the interlocal agreement with the Buy Board Cooperative Purchasing Network (Ordinance 2005-034).

## **RECOMMENDATION**

Award a contract with Texan Waste Equipment, Inc., dba Heil of Texas, for the purchase, service, and repairs of sewer equipment, sweepers, brush handling trucks, and similar equipment for the Fleet Services Department, in a one (1) year, with the option for four (4) additional one (1) year extensions, in a total five (5) year not-to-exceed amount of \$4,059,173.

## **PRINCIPAL PLACE OF BUSINESS**

Texan Waste Equipment, Inc., dba Heil of Texas  
Houston, TX

## **ESTIMATED SCHEDULE OF PROJECT**

This is an initial one (1) year contract with options to extend the contract for four (4) additional one (1) year periods, with all terms and conditions remaining the same. This Buy Board contract expires on November 30, 2025.

## **FISCAL INFORMATION**

The proposed contract will be funded using the department's Operating Budget on an as-needed basis. The City will only pay for services rendered and is not obligated to pay the total contract amount unless necessary.

## **EXHIBITS**

Exhibit 1: Agenda Information Sheet  
Exhibit 2: Pricing Sheet  
Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact Tom Gramer, 940-349-7467.

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



**1 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



## 2 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### **Item Attributes**

#### **1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



### 3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar

related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

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equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

#### **Item Attributes**

##### **1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



4 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



**5 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



## 6 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



**7 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



## 8 Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33

cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### **Item Attributes**

#### **1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**9 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



10 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



1  
1 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar

related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



1  
2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar

related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



1  
3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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1  
4

## Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard

or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



1  
5 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Front Load Refuse Container** (40 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



1  
6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



1  
7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



1  
8 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Recycling Container** (35 to 42 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



1  
9

## Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing,

hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Palfinger BuyBoard Pricing



20 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
1 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model High-Capacity Recycler** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub

design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
3 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift

PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
4

## Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities

14,500 to 86,000 lb. GVW ratings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



25 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Semi Trailer** (33 to 37 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



26 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



28 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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**Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers**

Discount (%) off catalog/pricelist for **Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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### **Section III: Dump Bodies, Concrete Mixers, and Related Items**

Discount (%) off catalog/pricelist for **Base Model Dump Body** (2 to 18 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

#### **Item Attributes**

##### **1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**Section III: Dump Bodies, Concrete Mixers, and Related Items**

Discount (%) off catalog/pricelist for **Base Model Concrete Mixer** (8 to 13 cubic yard or other similar related containers, Truck Mounted). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**Section III: Dump Bodies, Concrete Mixers, and Related Items**

Discount (%) off catalog/pricelist for **Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



### Section III: Dump Bodies, Concrete Mixers, and Related Items

Discount (%) off catalog/pricelist for **Base Model Live Bottom Dump Trailers, Accessories and Attachments**

(various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**Section III: Dump Bodies, Concrete Mixers, and Related Items**

Discount (%) off catalog/pricelist for **Base Model Live Bottom Truck Bodies, Accessories and Attachments**

(various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**Section III: Dump Bodies, Concrete Mixers, and Related Items**

Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers**

Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**Section V: Repair Parts and Supplies**

Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment,**

**Containers, Dump Bodies, and Mixers. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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3  
8

**Section VI: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other**

**Transport Bodies**-Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price:  Total:

**Response Total: \$165.00**



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TEXAN WASTE EQUIPMENT, INC., DBA HEIL OF TEXAS, THROUGH THE BUY BOARD COOPERATIVE PURCHASING NETWORK CONTRACT # 686-22, FOR THE PURCHASE, SERVICE, AND REPAIRS OF SEWER EQUIPMENT, SWEEPERS, BRUSH HANDLING TRUCKS, AND SIMILAR EQUIPMENT FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8600 – AWARDED TO TEXAN WASTE EQUIPMENT, INC., DBA HEIL OF TEXAS, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$4,059,173.00).

WHEREAS, pursuant to Ordinance 2005-034, the Buy Board Cooperative Purchasing Network has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Buy Board Cooperative Purchasing Network programs at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the “File Number” referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8600	Texan Waste Equipment, Inc., dba Heil of Texas	\$4,059,173.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the Buy Board Cooperative Purchasing Network for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards,



quantities, and for the specified sums contained in the bid documents and related documents filed with the Buy Board Cooperative Purchasing Network and the purchase orders issued by the City.

**SECTION 3.** Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the Buy Board Cooperative Purchasing Network, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the Buy Board Cooperative Purchasing Network, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

**SECTION 4.** The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

**SECTION 5.** By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval of purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

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

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

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



PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

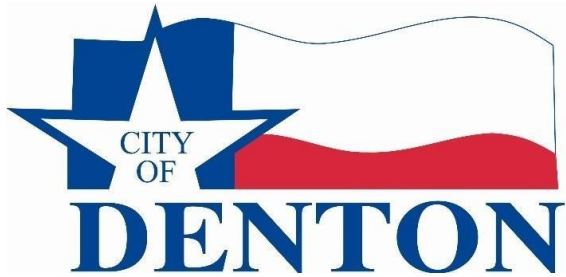
ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn





Docusign City Council Transmittal Coversheet

COOP	8600
File Name	Heil of Texas Refuse Truck Body Repairs
Purchasing Contact	kayla clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	



**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND TEXAN WASTE EQUIPMENT, INC. dba Heil of Texas  
(CONTRACT 8600)**

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between Texan Waste Equipment, Inc. dba Heil of Texas a Texas corporation, whose address is 5900 Wheeler St. Houston Tx 77023 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Supplier shall provide products in accordance with the Supplier's pricing sheet, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) BuyBoard 686-22 file# 8600 with (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) Texan Waste Equipment Inc. dba Heil of Texas, pricing sheet (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Insurance Requirements (**Exhibit "E"**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "F"**);

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

**Prohibition on Contracts with Companies Boycotting Israel**

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

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By***



*signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

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

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

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

#### **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.



SUPPLIER

DocuSigned by:  
BY: Cody Garefalos  
AUTHORIZED SIGNATURE

Printed Name: Cody Garefalos

Title: Sales Manager

832,245,822.00

PHONE NUMBER

codyg@heiloftexas.com

EMAIL ADDRESS

2024-1177104

TEXAS ETHICS COMMISSION  
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

DocuSigned by:  
BY: Benjamin N. Samples, II  
AB7F931ADF45405...

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

DocuSigned by:  
Thomas Gramer  
F764F63B15544FC  
SIGNATURE PRINTED NAME

Director  
TITLE  
Fleet  
DEPARTMENT



**Exhibit A**  
**Special Terms and Conditions**

**1. Contract Term**

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

**2. Total Contract Amount**

The contract total shall not exceed \$4,059,173. Pricing shall be per Exhibit C attached.



**1 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Front Load Container** (2 to 8 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Side Load Refuse Container** (4 to 38 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



**3 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Rear Load Refuse Container** (6 to 25 cubic yard or other similar

related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



4 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Automated Side Load Refuse Container** (16 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



5 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Refuse Container** (18 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



6 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Refuse Container** (20 to 32 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



7 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Fully Automated Side Load Container** (20 to 31 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



8 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Drop Frame Automated Side Load Refuse Container** (22 to 33

cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



9 **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Dump Front Load Refuse Container** (23 to 28 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**10 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Commercial Side Load Refuse Container** (26 to 33 cubic yard or

other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



11

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Commercial Rear Load Container** (27 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



1  
2

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Residential Rear Load Container** (27 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



**1**  
**3** **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Eject Front Load Refuse Container** (28 to 32 cubic yard or other

similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



14

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Commercial Front Load Refuse Container** (32 to 45 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing



1 5	<b>Section I: Refuse Equipment, Products, and Supplies</b>
	Discount (%) off catalog/pricelist for <b>Base Model Residential Front Load Refuse Container</b> (40 cubic yard or other
	similar related containers). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>
	<b>No Bid</b>
	Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be
	considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,
	with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	<ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul>
	<b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of
equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each	
manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.	
<b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative	
member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE	
SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.	
<b>Item Attributes</b>	
<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b>	
<b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".	
<div>No response</div>	



**1  
6** **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Dual Trough Recycler** (33 to 38 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**1  
7** **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Trailer Body Only** (33 to 40 cubic yard or other similar related

containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



18	<b>Section I: Refuse Equipment, Products, and Supplies</b>
	Discount (%) off catalog/pricelist for <b>Base Model Recycling Container</b> (35 to 42 cubic yard or other similar related containers). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>
	<b>No Bid</b>
	Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	<ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul>
	<b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.
	<b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.
	<b>Item Attributes</b>
	<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b>
<div><div><b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</div><div>No response</div></div>	



**19 Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Brush or Trash Load Refuse Container** (22' boom, seat to swing,

hydraulic pump, reservoir, 18 to 20 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Palfinger BuyBoard Pricing



20

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Chassis Mount Side Load Refuse Container** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



<div>21</div>	<b>Section I: Refuse Equipment, Products, and Supplies</b>
	Discount (%) off catalog/pricelist for <b>Base Model High-Capacity Recycler</b> (various cubic sizes). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>
	<b>No Bid</b>
	Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be
	considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,
	with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	<ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul>
	<b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of
	equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each
manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.	
<b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative	
member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE	
SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.	
<b>Item Attributes</b>	
<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b>	
<b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".	
<div>No response</div>	



**2** **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Roll Off Container** (20 to 40 cubic yard with rectangular or bathtub

design, 1/4" floor, 2 rollers on rear, 3/4" hook plate or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
3

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Roll Off Hoist** (60,000 lb. Capacity, for 22' containers, air shift

PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders, various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



24

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Palift Hook Load Roll Off Hoist** (9,000 to 68,000 lb. lift capacities 14,500 to 86,000 lb. GVW ratings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2 5	<b>Section I: Refuse Equipment, Products, and Supplies</b>
	Discount (%) off catalog/pricelist for <b>Base Model Semi Trailer</b> (33 to 37 cubic yard or other similar related containers). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>
	<div>No Bid</div>
	Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: <ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul> <p><b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.</p> <p><b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.</p>
<b>Item Attributes</b>	
<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b>	
<div>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</div> <div>No response</div>	



**2**  
**6** **Section I: Refuse Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Base Model Trailer Mount Side Load Refuse Container** (various cubic sizes). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



27

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Base Model Transfer Trailer** (75 to 115 cubic yard or other similar related containers). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



28

Section I: Refuse Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Base Model Refuse Bodies, Containers, Hoists, and Recyclers.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed

• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing

Page 46 of 56 pages

Vendor: Texan Waste Equipment Inc.

686454



29

Section II: OPTIONAL EQUIPMENT for Refuse Bodies, Containers, Hoists, and Recyclers

Discount (%) off catalog/pricelist for **Equipment and Upgrade Options for Refuse Bodies, Containers, Hoists, and Recyclers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

• Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed

• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heil 2023 BuyBoard Pricing

Page 47 of 56 pages

Vendor: Texan Waste Equipment Inc.

686455



30	<b>Section III: Dump Bodies, Concrete Mixers, and Related Items</b>
	Discount (%) off catalog/pricelist for <b>Base Model Dump Body</b> (2 to 18 cubic yard or other similar related containers). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>
	<b>No Bid</b>
	Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be
	considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,
	with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	<ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul>
	<b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of
	equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each
manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.	
<b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative	
member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE	
SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.	
<b>Item Attributes</b>	
<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b>	
<b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".	
<div>No response</div>	



<div>31</div>	<b>Section III: Dump Bodies, Concrete Mixers, and Related Items</b>
	Discount (%) off catalog/pricelist for <b>Base Model Concrete Mixer</b> (8 to 13 cubic yard or other similar related containers, Truck Mounted). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>
	<b>No Bid</b>
	Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be
	considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,
	with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.
	Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:
	<ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul>
	<b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of
	equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each
manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.	
<b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative	
member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE	
SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.	
<b>Item Attributes</b>	
<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b>	
<b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".	
<div>No response</div>	



3 2	<b>Section III: Dump Bodies, Concrete Mixers, and Related Items</b>
	<p>Discount (%) off catalog/pricelist for <b>Hydraulic Cardboard Balers, Drum Crushers and Trash Compactors</b>. <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b></p> <p style="text-align: right;"><b>No Bid</b></p> <p>Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be</p> <p>considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,</p> <p>with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.</p> <p>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul> <p><b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of</p> <p>equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each</p> <p>manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.</p> <p><b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative</p> <p>member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE</p> <p>SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.</p> <p><b>Item Attributes</b></p> <p><b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b></p> <p><b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</p> <div>No response</div>



33	<b>Section III: Dump Bodies, Concrete Mixers, and Related Items</b>
	Discount (%) off catalog/pricelist for <b>Base Model Live Bottom Dump Trailers, Accessories and Attachments</b>
	(various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>
	<b>No Bid</b>
	<p>Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.</p> <p>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul> <p><b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.</p> <p><b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.</p>
<b>Item Attributes</b>	
<p><b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b></p> <p><small>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</small></p> <div>No response</div>	



3 4	<b>Section III: Dump Bodies, Concrete Mixers, and Related Items</b>
	<p>Discount (%) off catalog/pricelist for <b>Base Model Live Bottom Truck Bodies, Accessories and Attachments</b></p> <p>(various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b></p> <p style="text-align: right;"><b>No Bid</b></p> <p>Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.</p> <p>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul> <p><b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.</p> <p><b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.</p> <p><b>Item Attributes</b></p> <p><b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b></p> <p><b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</p> <div>No response</div>



3  
5**Section III: Dump Bodies, Concrete Mixers, and Related Items**

Discount (%) off catalog/pricelist for **All Other Dump Bodies, Concrete Mixers, and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



3 6	<b>Section IV: OPTIONAL EQUIPMENT for Dump Bodies and Concrete Mixers</b>
	Discount (%) off catalog/pricelist for <b>Optional Equipment and Upgrade Options for Dump Bodies, Concrete Mixers, and Related Items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b> <div style="text-align: right;"><b>No Bid</b></div>
	Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be  considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,  with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.   Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:  <ul style="list-style-type: none"><li>• Select <b>"Add Alternate"</b> for each additional manufacturer product line and/or catalog/pricelist proposed</li><li>• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li></ul> <b>PROPOSAL NOTE 2:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of  equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each  manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.  <b>PROPOSAL NOTE 3:</b> The majority of the optional equipment and upgrade options will be selected at time of Cooperative  member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE  SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.
	<b>Item Attributes</b>
	<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b> <div><b>NOTE:</b> Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</div> <div>No response</div>



3  
7

**Section V: Repair Parts and Supplies**

Discount (%) off catalog/pricelist for **Repair Parts and Supplies for all Refuse/Recycle Bodies and Equipment,**

**Containers, Dump Bodies, and Mixers. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:  2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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3 8	<b><u>Section VI: Installation and Repair Service</u></b>		
	<b>Hourly Labor Rate for Installation/Repair Service of all Refuse and Recycle Bodies, Containers and Other</b>		
	<b>Transport Bodies</b> - <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Equipment and Products.		
	Quantity: <u>  1  </u>	UOM: <u>Hourly Labor Rate</u>	Price: <input type="text" value="\$165.00"/> Total: <input type="text" value="\$165.00"/>

**Response Total: \$165.00**



**Exhibit D**  
**Certificate of Interested Parties Electronic Filing**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

**Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.**

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.



## EXHIBIT E

**INSURANCE REQUIREMENTS**

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

**STANDARD PROVISIONS:**

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents,



Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

**SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**A. GARAGE LIABILITY**

Garage Liability Insurance including, but not limited to, Premises/Operations, Automobile, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined



bodily injury (including death) and property damage limits of \$1,000,000 other than Auto-each accident, \$2,000,000 Other than Auto-aggregate, \$1,000,000 Auto-each accident.

The policy shall include:

- a) Garage Keepers on a direct primary basis to include coverage for Comprehensive and Collision for a limit equal to the Actual Cash Value of the CITY'S vehicle(s) in the CONTRACTOR'S care, custody, or control.

**B. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

**C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE**

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are:

Bodily Injury by Accident: \$100,000.00 Each Accident

Bodily Injury by Disease: \$100,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

**NOTES:**

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

**SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.



(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.



**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

Texan Waste Equipment, Inc. dba Heil of Texas

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

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

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

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

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

DocuSigned by:

*Cody Garafalos*

7/1/2024

Signature of Vendor doing business with the governmental entity

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

**Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.



**Certificate Of Completion**

Envelope Id: 01AF14D205984362A31FA85F96287E1A

Status: Sent

Subject: Please DocuSign: City Council Contract 8600 - Heil of Texas Refuse Truck Body Repairs

Source Envelope:

Document Pages: 50

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Kayla Clark

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

kayla.clark@cityofdenton.com

IP Address: 198.49.140.10

**Record Tracking**

Status: Original

Holder: Kayla Clark

Location: DocuSign

6/21/2024 11:32:11 AM

kayla.clark@cityofdenton.com

**Signer Events****Signature****Timestamp**

Kayla Clark

**Completed**

Sent: 6/21/2024 11:42:24 AM

kayla.clark@cityofdenton.com

Viewed: 6/21/2024 11:42:32 AM

Buyer

Signed: 6/21/2024 11:42:47 AM

City of Denton

Using IP Address: 198.49.140.10

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

Not Offered via DocuSign

Lori Hewell



Sent: 6/21/2024 11:42:50 AM

lori.hewell@cityofdenton.com

Viewed: 6/21/2024 2:22:06 PM

Purchasing Manager

Signed: 6/21/2024 2:22:35 PM

City of Denton

Signature Adoption: Pre-selected Style

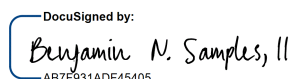
Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.10

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Benjamin N. Samples, II



Sent: 6/21/2024 2:22:38 PM

Benjamin.Samples@cityofdenton.com

Viewed: 6/21/2024 2:25:21 PM

Security Level: Email, Account Authentication  
(None)

Signed: 6/21/2024 2:25:55 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

**Electronic Record and Signature Disclosure:**

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ID: 6f8955d5-2c16-4f79-aab7-0b45fc251240

Cody Garefalos



Sent: 6/21/2024 2:25:57 PM

codyg@heiloftexas.com

Resent: 6/26/2024 7:42:22 AM

Sales Manager

Resent: 7/1/2024 6:46:24 AM

Security Level: Email, Account Authentication  
(None)

Viewed: 7/1/2024 12:40:59 PM

Signed: 7/1/2024 12:46:53 PM

Signature Adoption: Pre-selected Style


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**Electronic Record and Signature Disclosure:**

Accepted: 6/22/2024 6:38:06 AM

ID: 4c6b7883-4835-4a1b-9b38-656d681d7abd



Signer Events	Signature	Timestamp
Thomas Gramer Tom.Gramer@cityofdenton.com Director Facilities and Fleet Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div>  <div>F704F88617504DC...</div> </div> Signature Adoption: Drawn on Device Using IP Address: 47.190.47.120 Signed using mobile	Sent: 7/1/2024 12:46:57 PM Viewed: 7/1/2024 12:51:47 PM Signed: 7/1/2024 12:52:11 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/1/2024 12:51:47 PM ID: 9034aacc-a45e-4331-8024-96d0011ff958		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)		Sent: 7/1/2024 12:52:14 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Thoden lauren.thoden@cityofdenton.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/21/2024 11:42:50 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/1/2024 12:52:14 PM Viewed: 7/1/2024 1:52:10 PM



Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Dustin Rolfe Dustin.Rolfe@cityofdenton.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/27/2024 9:39:03 AM ID: 979b9e38-94e0-4d39-af3b-9b5dbb63c8bc		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2024 11:42:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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



**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-1406, **Version:** 1

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with QRF Combat LLC dba Roe Tactical LLC, through the Buy Board Cooperative Purchasing Network Contract # 698-23, for the acquisition of helmets and communications gear for the Police Department; providing for the expenditure of funds therefor; and providing an effective date (File 8578 - awarded to QRF Combat LLC dba Roe Tactical LLC, in the not-to-exceed amount of \$65,003.07).





## AGENDA INFORMATION SHEET

**DEPARTMENT:** Procurement  
**ACM:** Cassey Ogden  
**DATE:** July 23, 2024

### **SUBJECT**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with QRF Combat LLC dba Roe Tactical LLC, through the Buy Board Cooperative Purchasing Network Contract # 698-23, for the acquisition of helmets and communications gear for the Police Department; providing for the expenditure of funds therefor; and providing an effective date (File 8578 - awarded to QRF Combat LLC dba Roe Tactical LLC, in the not-to-exceed amount of \$65,003.07).

### **STRATEGIC ALIGNMENT**

This action supports Key Focus Area: Support Healthy and Safe Communities.

### **INFORMATION/BACKGROUND**

On October 1, 2023, the Police Department was awarded the Urban Area Security Initiative (UASI) Grant through the Homeland Security Grant Program (HSGP). The department applied for a grant to purchase ballistic helmets and communication gear for the department's SWAT team. The Denton SWAT team's current helmets expired over a year ago. The team's existing communication equipment is outdated and non-functional. The new helmets will provide ballistic protection for officers. The communication equipment will allow for effective communication between officers while also providing hearing protection inside structures.

The amount awarded in the grant was \$66,115. The lowest bid was chosen because it provided the best product for the greatest number of officers. The cost breakdown is \$33,488.44 for 25 ballistic helmets and \$31,514.63 for 15 communication devices. The total purchase amount is \$65,003.07.

Pricing obtained through the Buy Board Cooperative Purchasing Network has been competitively bid and meets the statutory requirements of Texas Local Government Code 271.102.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 1, 2005, City Council approved the interlocal agreement with the Buy Board Cooperative Purchasing Network (Ordinance 2005-034).

On June 6, 2023, City Council ratified the submission of an application to the State of Texas, Office of the Governor, 2023 Urban Area Security Initiative (UASI) grant program funded through the US Department



of Homeland Security in the amount of \$66,115.00 for helmets and communications gear. Grant funds were awarded on September 26, 2023.

### **RECOMMENDATION**

Award a contract with QRF Combat LLC DBA Roe Tactical LLC, for the acquisition of helmets and communications gear for the Police Department, in a not-to-exceed amount of \$65,003.07.

### **PRINCIPAL PLACE OF BUSINESS**

QRF Combat LLC DBA Roe Tactical LLC  
San Antonio, TX

### **ESTIMATED SCHEDULE OF PROJECT**

This project will be started upon approval with a completion date of September 30, 2024. This Buy Board contract expires on March 31, 2026.

### **FISCAL INFORMATION**

These items will be funded from 2023 UASI SWAT Grant account 342052. Requisition #165198 has been entered into the Purchasing software system in the amount of \$65,003.07. The budgeted amount for this item is \$65,003.07.

### **EXHIBITS**

Exhibit 1: Agenda Information Sheet  
Exhibit 2: Quotes  
Exhibit 3: Price Comparison  
Exhibit 3: Ordinance

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

For information concerning this acquisition, contact: Craig Gibson, 940-349-8112.

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





QUOTE

City of Denton  
601 E Hickory St Suite E  
DENTON TX 76205

**Date**  
3 Jul 2024

**Expiry**  
30 Jul 2024

**Quote Number**  
QU-733

**Reference**  
BuyBoard 698-23

**Texas Sales and Use**  
32061559418

ROE TACTICAL  
710 E PARK BLVD  
SUITE 206  
PLANO, TX 75074  
UNITED STATES

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
	N101153-02-0001 -OPS-CORE AMP COMMUNICATION HEADSET - CONNECTORIZED - NFMI ENABLED	15.00	1,599.95	10.00%	Tax Exempt Agency	21,599.33
	N254584-01-0027 - Ops-Core AMP U174 Mono Binaural Downlead, Black, 27	15.00	219.95	10.00%	Tax Exempt Agency	2,969.33
	1000440-01 - Ops-Core AMP Helmet Rail Mount Kit	15.00	159.95	10.00%	Tax Exempt Agency	2,159.33
	UNITY Tactical Platform Adapter - Team Wendy to AMP ARC	15.00	29.00	10.00%	Tax Exempt Agency	391.50
	Disco32 Modular Speaker Mic for APX	15.00	263.00		Tax Exempt Agency	3,945.00
	Shipping	1.00	45.00		Tax Exempt Agency	45.00
Subtotal (includes a discount of 3,013.26)						31,109.49
TOTAL TAX						0.00
TOTAL USD						31,109.49



## Terms

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All quotes are valid for 30 days unless otherwise specified.

Early Payment Discount: 1%/10 net 30

Payment via ACH/EFT preferred. Contact [adam@roetactical.com](mailto:adam@roetactical.com) for remittance info.

If payment via check, it must be sent certified mail.





## QUOTE

City of Denton  
601 E Hickory St Suite E  
DENTON TX 76205

**Date**  
3 Jul 2024

**Expiry**  
29 Jul 2024

**Quote Number**  
QU-734

**Reference**  
BuyBoard 698-23

**Texas Sales and Use**  
32061559418

ROE TACTICAL  
710 E PARK BLVD  
SUITE 206  
PLANO, TX 75074  
UNITED STATES

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
	76-21S-E21 Team Wendy XFIL Ballistic SL Helmet - Black	25.00	2,050.00	25.00%	Tax Exempt Agency	38,437.50
	Cole-TAC, Brain Bucket Bag, 16 Liter Capacity, 1000 Denier Nylon	25.00	125.00	20.00%	Tax Exempt Agency	2,500.00
	Ship	25.00	8.00		Tax Exempt Agency	200.00
Subtotal (includes a discount of 13,437.50)						41,137.50
TOTAL TAX						0.00
TOTAL USD						41,137.50

### Terms

All quotes are valid for 30 days unless otherwise specified.  
Early Payment Discount: 1%/10 net 30  
Payment via ACH/EFT preferred. Contact adam@roetactical.com for remittance info.  
If payment via check, it must be sent certified mail.



### Price Comparison for UASI Helmet & Communication

<u>Vendor</u>	<u>Price</u>		
Roe Tac	\$31,514.63	Communication	Buy Board Contract # 698-23
	\$33,488.44	Helmets	
	<b>\$65,003.07</b>		
Galls	\$36,467.85	Communication	
	\$35,062.50	Helmets	
	<b>\$71,530.35</b>		
GT Distributors	\$18,691.20	Communication	(only TCI Lib. IV w/ PTT, LH Mic, NO headset)
	\$47,687.49	Helmets	
	<b>\$66,378.69</b>		
Gun Fighter	\$36,807.50	Helmets	Do not have so no quote
		Communication	



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH QRF COMBAT LLC DBA ROE TACTICAL LLC, THROUGH THE BUY BOARD COOPERATIVE PURCHASING NETWORK CONTRACT # 698-23, FOR THE ACQUISITION OF HELMETS AND COMMUNICATIONS GEAR FOR THE POLICE DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8578 - AWARDED TO QRF COMBAT LLC DBA ROE TACTICAL LLC, IN THE NOT-TO-EXCEED AMOUNT OF \$65,003.07).

WHEREAS, pursuant to Ordinance 2005-034, the Buy Board Cooperative Purchasing Network has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Buy Board Cooperative Purchasing Network programs at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function [Police and fire protection and control]; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the "File Number" referenced herein and on file in the office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8578	QRF Combat LLC dba Roe Tactical LLC	\$65,003.07

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to the Buy Board Cooperative Purchasing Network for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with the Buy Board Cooperative Purchasing Network and the purchase orders issued by the City.



**SECTION 3.** Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the Buy Board Cooperative Purchasing Network, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be referenced herein; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the Buy Board Cooperative Purchasing Network, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

**SECTION 4.** The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

**SECTION 5.** By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval of purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

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

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR



ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #: ID 24-1407, Version: 1**

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the renovation at the Water Works Park for the Parks and Recreation Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8461 - Professional Services Agreement for renovation services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of \$1,897,385.00).





## AGENDA INFORMATION SHEET

**DEPARTMENT:** Procurement  
**ACM:** Cassey Ogden  
**DATE:** July 23, 2024

### **SUBJECT**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., for the renovation at the Water Works Park for the Parks and Recreation Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8461 – Professional Services Agreement for renovation services awarded to Parkhill, Smith & Cooper, Inc., in the not-to-exceed amount of \$1,897,385.00).

### **STRATEGIC ALIGNMENT**

This action supports Key Focus Area: Strengthen Community and Quality of Life.

### **INFORMATION/BACKGROUND**

On Tuesday, November 7<sup>th</sup>, Denton community members voted to approve Proposition C of the 2023 Bond. Proposition C allocates funding for designing, constructing, renovating, and improving the park system. A key objective of the Aquatics Master Plan is to improve Water Works Park by offering a broader array of amenities for families, friends, and individuals seeking recreational activities and leisure. The study indicated the need for additional lap lanes, community access to year-round aquatics, and enhanced offerings at the waterpark. Replacing aging equipment can provide a safer experience for visitors and reduce potential hazards and maintenance expenses.

Construction for the existing Water Works park was completed in 2003, with the addition of the wave pool in 2017. The City of Denton has a unique partnership with the Denton Independent School District for shared use of the Natatorium. An increase in the number of high schools utilizing the facility has put a strain on providing enough programming time for all facility users. The recently completed master plan identified the Water Works park would benefit from the addition of a multi-use pool that could be used for learn-to-swim programming, lap swimming, and recreational uses.

Request for Qualifications (RFQ) for professional renovation services was sent to 1,266 prospective firms, including 59 Denton firms, for these services. In addition, the RFQ was placed on the Procurement website for prospective respondents to download and advertised in the local newspaper. Five (5) statements of qualifications (SOQ) were received. The SOQs were evaluated based on published criteria including Probable performance, Project Approach, and Qualifications of the Organization. Based upon this evaluation, the recommended award is to Parkhill, Smith & Cooper, Inc., and is determined to be the most qualified firm for the City.



NIGP Code Used for Solicitation:	906, 913, 925
Notifications sent for Solicitation sent in IonWave:	1,266
Number of Suppliers that viewed Solicitation in IonWave:	43
HUB-Historically Underutilized Business Invitations sent out:	160
SBE-Small Business Enterprise Invitations sent out:	407
Responses from Solicitation:	5

### **RECOMMENDATION**

Award a contract with Parkhill, Smith & Cooper, Inc., for the renovation at the Water Works Park for the Parks and Recreation Department, in the not-to-exceed amount of \$1,897,385.

### **PRINCIPAL PLACE OF BUSINESS**

Parkhill, Smith & Cooper, Inc.  
Frisco, TX

### **ESTIMATED SCHEDULE OF PROJECT**

To meet the desired construction deadlines, Parkhill, Smith & Cooper, Inc. will begin the construction documents as soon as the contract is approved. The construction will occur from August 2025 and open for Summer 2026.

### **FISCAL INFORMATION**

These services will be funded from 2023 GO Bond Election account 250133475. Requisition #165310 has been entered into the Purchasing software system in the amount of \$1,718,553. The remainder of the funds will be added to the Purchase Order from future fiscal year allocations. The budgeted amount for this item is \$1,897,385.

### **EXHIBITS**

Exhibit 1: Agenda Information Sheet  
Exhibit 2: Evaluation Sheet  
Exhibit 3: Ordinance and Contract

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

For information concerning this acquisition, contact: Kristine Stewart, 210-844-3744.

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



**Exhibit 2**  
**RFQ 8461 - Evaluation Sheet for the Water Works Park Renovation**

Respondent's Business Name:		Parkhill, Smith & Cooper, Inc.	Kimley-Horn and Associates, Inc.	The CT Brannon Corporation	Brinkley Sargent Wiginton Arch	Brandstetter Carroll, Inc.
Principal Place of Business (City and State):		Lubbock, TX	Dallas, TX	Tyler, TX	Dallas, TX	Dallas, TX
Item #	Standard Criteria					
1	Probable Performance and Past Experience on Similar Projects - 40%	38.40	35.20	32.00	27.20	22.40
2	Project Approach - 30%	28.80	22.80	21.60	20.40	15.60
3	Qualifications of Organization and Project Team 30%	30.00	20.40	24.00	24.00	20.40
Total Score:		97.20	78.40	77.60	71.60	58.40



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE RENOVATION AT THE WATER WORKS PARK FOR THE PARKS AND RECREATION DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8461 – PROFESSIONAL SERVICES AGREEMENT FOR RENOVATION SERVICES AWARDED TO PARKHILL, SMITH & COOPER, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,897,385.00).

WHEREAS, Parkhill, Smith & Cooper, Inc., the professional services provider (the “Provider”) set forth in this ordinance, is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider’s profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is authorized to enter into the service contract attached hereto with Parkhill, Smith & Cooper, Inc., for the renovation at the Water Works Park for the Parks and Recreation Department.

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

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

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

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



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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

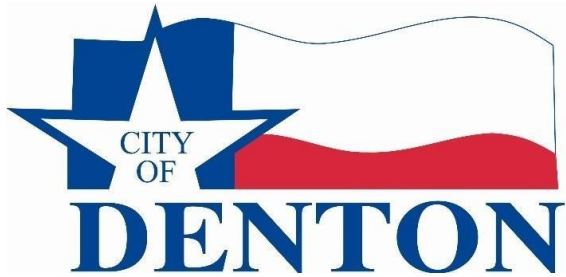
ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

*Marcella Lunn*  
BY: \_\_\_\_\_





Docusign City Council Transmittal Coversheet

PSA	8461
File Name	Awuatics Renovation
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	



## **STANDARD AGREEMENT FOR ARCHITECTURAL RELATED PROFESSIONAL SERVICES**

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and PARKHILL, SMITH & COOPER, INC. with its corporate office at 4222 85<sup>th</sup> St., Lubbock, TX 79423, and authorized to do business in Texas, ("ARCHITECT"), for a PROJECT generally described as Water Works Park Renovation (the "PROJECT").

### **SECTION 1** **Scope of Services**

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

### **SECTION 2** **Compensation and Term of Agreement**

- A.** The ARCHITECT shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$1,897,385 in the manner and in accordance with the fee schedule as set forth in Attachment A. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ARCHITECT shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

### **SECTION 3** **Terms of Payment**

Payments to the ARCHITECT will be made as follows:



## **A. Invoice and Payment**

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

## **SECTION 4 Obligations of the ARCHITECT**

### **A. General**

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

### **B. Standard of Care**

The ARCHITECT shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and



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

### **C. Subsurface Investigations**

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

### **D. Preparation of Architectural Drawings**

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

### **E. Architect's Personnel at Construction Site**

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



Attachment A, the ARCHITECT or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ARCHITECT be construed as requiring ARCHITECT to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ARCHITECT makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ARCHITECT shall inform the CITY.

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

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

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

#### **G. Construction Progress Payments**

Recommendations by the ARCHITECT to the CITY for periodic construction progress payments to the construction contractor will be based on the ARCHITECT 's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ARCHITECT to ascertain that the construction contractor has completed the work in exact accordance with the



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

## **H. Record Drawings**

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

## **I. Right to Audit**

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



## J. INSURANCE

### (1) ARCHITECT'S INSURANCE

- a. Commercial General Liability – the ARCHITECT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 per each occurrence with a \$2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.
  - i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.
  - ii. ARCHITECT waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.
- b. Business Auto – the ARCHITECT shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the architect owns no vehicles, coverage for hired or non-owned is acceptable.
  - i. ARCHITECT waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ARCHITECT pursuant to this AGREEMENT or under any applicable auto physical damage coverage.
- c. Workers' Compensation – ARCHITECT shall maintain workers



compensation and employers liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$100,000.00 each accident for bodily injury by accident or \$100,000.00 each employee for bodily injury by disease, with \$500,000.00 policy limit.

- i. ARCHITECT waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ARCHITECT pursuant to this AGREEMENT.
- d. Professional Liability – ARCHITECT shall maintain professional liability, a claims-made policy, with a minimum of \$1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

## (2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that the ARCHITECT has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.
- b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
- c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.
- d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- e. A minimum of thirty (30) days notice of cancellation in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.



- f. Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.
- g. Any deductible or self insured retention in excess of \$25,000.00 that would change or alter the requirements herein is subject to approval by the CITY in writing, if coverage is not provided on a first-dollar basis. The CITY, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to the CITY.
- h. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
- i. The CITY shall be entitled, upon its request and without incurring expense, to review the ARCHITECT's insurance policies including endorsements thereto and, at the CITY's discretion; the ARCHITECT may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of the AGREEMENT. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the PROJECT until final payment and termination of any coverage required to be maintained after final payments.
- l. The CITY shall not be responsible for the direct payment of any insurance premiums required by this AGREEMENT.
- m. Sub consultants and subcontractors to/of the ARCHITECT shall be required by the ARCHITECT to maintain the same or reasonably equivalent insurance coverage as required for the ARCHITECT. When sub consultants/subcontractors maintain insurance coverage, ARCHITECT shall provide CITY with documentation thereof on a certificate of insurance.

## **K. Independent Consultant**



The ARCHITECT agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

#### **L. Disclosure**

The ARCHITECT acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ARCHITECT further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

#### **M. Asbestos or Hazardous Substances**

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ARCHITECT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ARCHITECT to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

#### **N. Permitting Authorities - Design Changes**

If permitting authorities require design changes so as to comply with published design criteria and/or current architectural practice standards which the ARCHITECT should have been aware of at the time this AGREEMENT was executed, the ARCHITECT shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ARCHITECT could not have been reasonably aware of, the ARCHITECT shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

#### **O. Schedule**

ARCHITECT shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

#### **P. Equal Opportunity**

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



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

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

## **SECTION 5**

### **Obligations of the City**

#### **A. City-Furnished Data**

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

#### **B. Access to Facilities and Property**

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

#### **C. Advertisements, Permits, and Access**

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

#### **D. Timely Review**

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

#### **E. Prompt Notice**

The CITY will give prompt written notice to the ARCHITECT whenever CITY observes or becomes aware of any development that affects the scope or timing of the ARCHITECT 's



services or of any defect in the work of the ARCHITECT or construction contractors.

#### **F. Asbestos or Hazardous Substances Release.**

- (1) CITY acknowledges ARCHITECT will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ARCHITECT had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ARCHITECT from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ARCHITECT's negligence or if ARCHITECT brings such hazardous substance, contaminant or asbestos onto the PROJECT.

#### **G. Contractor Indemnification and Claims**

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

#### **H. Contractor Claims and Third-Party Beneficiaries**

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

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ARCHITECT, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the architectural services performed. Only the CITY will be the beneficiary of any undertaking by the ARCHITECT."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ARCHITECT and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ARCHITECT.

#### **I. CITY's Insurance**

City of Denton, Texas  
 Professional Services Agreement  
 Revised Date: 3/22/22  
 Page 11 of 19



- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ARCHITECT a copy of the policy or documentation of such on a certificate of insurance.

#### **J. Litigation Assistance**

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

#### **K. Changes**

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

### **SECTION 6** **General Legal Provisions**

#### **A. Authorization to Proceed**

ARCHITECT shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

#### **B. Reuse of Project Documents**

All designs, drawings, specifications, documents, and other work products of the ARCHITECT, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ARCHITECT will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.



### **C. Force Majeure**

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

### **D. Termination**

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ARCHITECT.
- b. by either the CITY or the ARCHITECT for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

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

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ARCHITECT 'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ARCHITECT 'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

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

### **E. Suspension, Delay, or Interruption to Work**

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

### **F. Indemnification**



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

#### **G. Assignment**

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

#### **H. Jurisdiction**

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

#### **I. Severability and Survival**

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

#### **J. Observe and Comply**

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

#### **K. Immigration Nationality Act**



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

#### **L. Prohibition On Contracts With Companies Boycotting Israel**

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

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

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

#### **N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies**

Architect acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or



services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Architect certifies that Architect’s signature provides written verification to the City that Architect: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### **O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**

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

#### **P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

#### **Q. Prohibition Against Personal Interest in Contracts**

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance



of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethics Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

## **R. Certificate of Interested Parties Electronic Filing**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at:  
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

## **S. Agreement Documents**

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

City of Denton, Texas  
Professional Services Agreement  
Revised Date: 3/22/22  
Page 17 of 19



## Attachment A - Scope of Services, Compensation, and Project Schedule

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

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

Duly executed by each party's designated representative to be effective on

BY:  
CITY OF DENTON, TEXAS

Sara Hensley, City Manager

BY:  
ARCHITECT  
Parkhill, Smith & Cooper, Inc.

DocuSigned by:



Principal

4FAC92DA316B4DC...

Authorized Agent, Title

Date: \_\_\_\_\_

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

DocuSigned by:



7B46EEAB11BC4F2...

Signature

Director of Capital Projects

Title

Capital Projects

Department

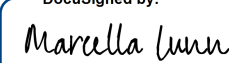
Date Signed: \_\_\_\_\_

2024-1167845

TEXAS ETHICS COMMISSION  
CERTIFICATE NUMBER



APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

By:   
AB7F931ADF45403...

ATTEST:  
LAUREN THODEN, CITY SECRETARY

By: \_\_\_\_\_





May 24, 2024

Ms. Kristine Stewart  
Construction Project Manager  
City of Denton

RE:     Agreement for Professional Services  
          Water Works Park Renovation  
          2400 Long Rd, Denton, TX 76208

Dear Ms. Stewart:

Parkhill is pleased to have the opportunity to provide Architectural, Landscape Architecture, Interior Design, Engineering, Surveying, and Aquatic Services to the City of Denton (CLIENT) for the referenced Project.

PROJECT SCOPE	
Scope of Services	<div>Refer to Exhibit A for a detailed explanation of the scope of services including professional architectural and engineering services provided by the following:</div> <div><div><div>▪ Architecture</div><div>▪ Interior Design</div><div>▪ Mechanical &amp; Electrical Engineer</div><div>▪ Structural Engineer</div><div>▪ Civil Engineer</div><div>▪ Landscape Architect</div><div>▪ Aquatics</div></div><div><div>Parkhill</div><div>Parkhill</div><div>Parkhill</div><div>Parkhill</div><div>Parkhill</div><div>Parkhill</div><div>WTI</div></div></div>
Site Location	<div>Site located at 2400 Long Rd., Denton, TX 76208.</div> <div></div>



Project Scope	PHASE 1: <ul style="list-style-type: none"> <li>▪ Renovation of Admissions Office/First Aid Room/Gift Shop/Restrooms/New Filtration Room</li> <li>▪ Lap/Leisure Pool</li> <li>▪ Large Children's Play Structure</li> <li>▪ Party Rooms (3) and Coordinator office (1)</li> <li>▪ Shade Structures (Assorted 20' &amp; 30' diam.)</li> <li>▪ Cantilever Shade Structures</li> <li>▪ 20'x30' Shade Structures (Cabanas)</li> <li>▪ 8' Perimeter Fence</li> <li>▪ Furniture, Fixture and Equipment</li> <li>▪ Existing Pump Room Revitalization</li> <li>▪ Landscaping/Irrigation</li> <li>▪ Park Signage/Wayfinding</li> <li>▪ Digital Signage/Display</li> <li>▪ Entry in-ground spray elements</li> <li>▪ Food concession space</li> <li>▪ Exterior Lighting</li> </ul>
Total Project Budget	\$15,000,000.00

### **SCHEDULE**

A tentative schedule for submitting our work is as follows:

Task 1   Pre-Design Services	Est. 2-3 Months (June-August 2024)
Task 2   Design Services	Est. 7-9 Months (September 2024 – May 2025)
Task 3   Construction Administration Services	Est. 10-12 months (June 2025 – April 2026)

### **COMPENSATION**

Our fee for the Scope of Services described in Exhibit A will be based on a lump sum compensation as identified in Exhibit B.

Construction Administration services will be based on an hourly rate. Reference Exhibit B for an estimated breakdown of fees and effort anticipated for project.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling and include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents, fees and reports. We estimate these expenses to be approximately \$10,800.00.

Invoices will be sent to Kristine Stewart via the email address [Kristine.stewart@cityofdenton.com](mailto:Kristine.stewart@cityofdenton.com).

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to architects, interior designers, landscape architects and engineers. The enclosed **Standard Conditions** gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter and the Standard Conditions to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.



City of Denton


Page 3

May 24, 2024

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

**PARKHILL**

By \_\_\_\_\_  
Scott Nelson, AIA,  
Principal

By \_\_\_\_\_  
Kelly Hill, IIDA  
Client Manager

**CITY OF DENTON (CLIENT)**

Accepted By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Enclosures: Exhibit A – Scope of Services  
Exhibit B – Fee Proposal  
Exhibit C – Hourly Rates

*"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, [www.tbae.state.tx.us](http://www.tbae.state.tx.us) has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."*

\\data2-vm\STDS\_CODES\PSC Standard Forms\02\_Agreement-Contracts\03\_Architect\_Agreements\00\_Architectural\_Proposal\_Letter.docx



**EXHIBIT A – SCOPE OF SERVICES**

May 24, 2024

City of Denton | Water Works Park Renovation

**DESIGN SERVICES**

Parkhill proposes to provide the following Professional Architecture and Engineering Services for the Project's Scope of Services.

**TASK 1 | PRE-DESIGN SERVICE**

---

**A. FACILITY ASSESSMENT**

The Facility Assessment will evaluate the building's physical condition and functional performance against construction and design standards. This evaluation will summarize the general condition of the facility by visual observation and/or discussion with facility staff and is not a detailed study of all existing conditions. The study will assist in making informed decisions regarding facility master planning and future construction projects, including the feasibility of renovating, or repurposing the facility.

The Assessment Field team will visit the Site and directly observe the facility to determine the general condition of building systems and compliance with accessibility standards and building codes. Our field observers are Architects and Engineers, or facility specialists working under the supervision of Architects and Engineers, who evaluate the existing conditions using their specialized knowledge, training, and experience. The Field Team will make observations and collect information regarding the following building systems and components:

- Exterior Envelope Analysis including doors, windows, and roofing for the Natatorium and Existing Park Facilities in Project Scope
- Mechanical (HVAC), Electrical, Plumbing, Lighting, and Fire Protection Analysis
- ADA Assessment

The following building systems and components will be EXCLUDED from analysis but can be provided via Supplemental Services:

- Site Paving and Drainage Analysis
- Interior Finishes and Fixed Furnishing Analysis
- Structural Analysis

**Deliverables**

- Facility Assessment Report

**B. BUILDING SCAN & INPUT OF EXISTING**

Parkhill will perform a building scan of the existing facility and input gathered data into BIM software for development of construction drawings.

**C. SPACE PROGRAM**

Parkhill will work with CLIENT to begin determining and defining programmatic elements and spatial needs for the site and building facilities as well as clarify Project goals, needs, assumptions and develop associated square footage required to achieve needs and goals identified.

**Deliverables**

- Space by Space Program



## ATTACHMENT A

**D. CONCEPT DESIGN**

Concept Design will begin with an integrated design workshop to develop multiple design concepts. Parkhill will develop Concept Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

Deliverables:

- Floor Plan
- Site Plan
- Elevations & Massing Study
- Opinion of Probable Cost

**E. SITE ENTITLEMENT**

Parkhill will assist with the process of Entitlements in obtaining discretionary approvals for the right to develop and/or construct on a property for its desired use(s).

Our services during Entitlements may include preparation and/or submittal of the following:

- Zoning Compliance Plans
- Traffic Impact Analysis Studies
- Preliminary and Final Plat
- Variance Requests
- Special Use Permits
- Driveway Access Permits
- Public Hearing(s)
- Planning and Zoning Hearing(s) and Preliminary Site Plan Approval
- City Council Hearing(s) and Final Site Plan Approval
- Due Diligence
- Architectural Review Board Hearing(s) for Approvals required by Governmental Authorities Having Jurisdiction over the Project

**F. SURVEYING**

Parkhill will provide surveying services for the project site which will include boundary, topographic and tree. Surveying services for the Water Works Park includes a full boundary survey for the project property of C H Collins Athletic Complex Block A, Lot 1. A topographic survey including topography, natural ground, existing flatwork, drainage channels, building corners, and utilities visible from surface will be provided within the scope area of the Phase One improvements. A tree survey meeting City of Denton requirements will be provided for the trees located within the scope area of the Phase One improvements.

- Boundary Survey for C H Collins Athletic Complex Block A, Lot 1.
- Topographic Survey within work extents of Phase One.
- Tree Survey within work extents of Phase One.

If adequate survey information is provided by Owner, scope and associated fee will be removed.

**G. UNDERGROUND UTILITY SURVEY**

Underground Utility location beyond visible surface utility markers and from Utility Location and as marked by DIGTESS may be required for site based upon accuracy and availability of existing as-built drawings. This may include additional utility survey by means of SUE and/or ground penetrating radar. If these services are required, a proposal will be provided.

**H. PRESENTATION COLLATERAL**

Upon the selection of a Design Concept, Parkhill will prepare presentation collateral that may include the following:

- Interior/Exterior Renderings
- "Fly-through" Animations



## ATTACHMENT A

**TASK 2 | DESIGN SERVICES**

---

**A. SCHEMATIC DESIGN**

The Schematic Design Documents will include the design for the total build out of the Project based on the Conceptual Design Package. Parkhill's Architectural Plans will be prepared using Autodesk Revit (BIM Software). Parkhill will develop the Concept Design into a refined document and provide supporting documents illustrating the architectural style of the façade and floor plan.

Deliverables:

- Floor Plan
- Site Plan
- Elevations & Massing Study
- Opinion of Probable Cost

**B. DESIGN DEVELOPMENT SERVICES**

Parkhill will provide Design Development Documents based on approved Schematic Design Documents and updated Project Budget. The documents will illustrate and describe refinement of the design of the Project establishing the Scope, relationships, forms, size, and appearance of the Project by means of plans, elevations and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and, in general, their quality levels.

Deliverables:

- Code Sheets
- Floor and Roof Plans
- Site Plan
- Interior and Exterior Elevations
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules
- Finish Schedule
- Outline Specifications
- Opinion of Probable Cost
- Technology Services Coordination with Owner Consultant (Howell Group)

**C. CONSTRUCTION DOCUMENT SERVICES**

Parkhill will provide Construction Documents based on approved Design Development Documents and an updated Project Budget. The Construction Documents will be based on the use of AIA A201-2017 General Conditions of the Contract for Construction and will include requirements for construction, drawings and specifications that establish, in detail, the quality level of systems and materials. Parkhill will assist CLIENT in the preparation of an AIA construction contract between the CLIENT and contractor, AIA A201-2017 General Conditions of the Contract for Construction and other standard AIA contract forms that may be required.

Deliverables:

- Code Sheets
- Floor and Roof Plans/Details
- Site Plan/Details
- Interior and Exterior Elevations/Details
- Millwork Elevations and Details
- Details and Sections
- Door/Window/Storefront/Accessory Schedules and Details
- Finish Schedule and Plans
- Specifications and Project Manual
- Opinion of Probable Cost
- Technology Services Coordination with Owner Consultant (Howell Group)



## ATTACHMENT A

**D. CIVIL ENGINEERING**

Civil Engineering design services shall be provided for the Phase One improvements. Scope items include:

- Construction documentation for site storm drainage including Drainage Analysis as required by city and Phase One Storm Drainage Plans.
- Civil Engineering Submission Process to City of Denton Engineering and Development.

**E. LANDSCAPE ARCHITECTURE**

Landscape Architectural design and construction phase services shall be provided for the Phase One improvements. Scope items include:

- Construction documentation including annotation, layout, grading and construction details for all exterior spaces within Phase One including park entry, security fencing, dry decking and circulation zones, flatwork, outdoor amenity spaces, shade structures, planting beds and synthetic turf
- Technical specifications for landscape architectural components
- Site coordination as required with water engineering consultant for proposed water play components.
- Planting design for areas within Phase One scope of work. Planting design shall include plants resilient to the North Texas climate and approved for use by the Owner, and shall take into consideration the desired aesthetic and maintenance requirements of the facility and pool areas.
- Irrigation design for areas within Phase One scope of work. Irrigation design shall include a central control system or Wifi control system, as requested by city operations.
- Civil Engineering Submission Process to City of Denton Engineering and Development. Including Landscape Plan and Tree Preservation/Replacement Plan for tree mitigation.

**F. FURNITURE, FIXTURES & EQUIPMENT**

Services include assisting in selections relating to moveable furniture, fixtures and equipment.

These tasks may include:

- Evaluation FF&E Needs
- Develop FF&E Budgets
- Showroom Tours
- Product Selection
- Evaluate Procurement Method
- Develop Bid/Purchase Specification Binder
- Coordinate installation & Review installed product

**G. AQUATICS DESIGN**

Aquatic design services include the design of the aquatic components including the design and engineering for the room envelope associated specialty mechanical and water treatment systems. Services include consulting with the Client to develop an aquatic program feasibility consisting of prioritized aquatic goals, objectives and intended activities with estimates of expenditures/revenue and uses of the aquatic spaces and features. These tasks include:

- Develop Aquatic goals, objectives, activities and uses
- Identify preliminary water activities and features
- Pool Equipment and Mechanical Equipment design and engineering

**H. WAYFINDING, SIGNAGE AND GRAPHICS**

Services include assisting in the development and creation of campus wayfinding, signage and graphics to be applied to facilities and pedestrian routes with graphic designer.

Scope items to include:

- Signage Package
- Vector/Web Ready Graphic Formats

Additional design effort outside of the original scope of Phase 1 can be provided as needed and Parkhill will develop fee based on associated scope.



## ATTACHMENT A

**TASK 3 | CONSTRUCTION ADMINISTRATION SERVICES**

---

**A. PERMITTING**

Parkhill will inform CLIENT, to the best of their knowledge, and will assist CLIENT in connection with CLIENT's responsibility, for filing documents required for approval of governmental authorities having jurisdiction over the Project.

**A. CONSTRUCTION ADMINISTRATION SERVICES**

Parkhill will be the representative of and will advise and consult with CLIENT during construction until the final payment to the contractor is due. Parkhill will have authority to act on behalf of CLIENT only to the extent provided in this Proposal, unless otherwise modified by written instrument.

Parkhill will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by CLIENT and Parkhill in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, Parkhill will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an Architect, Interior Designer, Landscape Architect or Engineer, Parkhill will keep CLIENT informed of the progress and quality of the Work.

Based on Parkhill's observations and evaluations of the contractor's Applications for Payment, Parkhill will review and certify the amounts due to the contractor

**SERVICES BY CLIENT**

CLIENT will provide Parkhill with CAD files or PDFs of the existing facility floor plans so that Parkhill can input the existing facilities into Building Information Modeling Software (Revit Format) which is required for the Scope of Work, Plan Review, and Permitting processes.

CLIENT will provide access to Work site, obtain applicable permits, provide appropriate legal services in connection with the Project, and provide environmental impact reports and energy assessments, unless specifically included in Parkhill's Scope of Work. CLIENT shall pay the costs of inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by this Proposal.

**EXCLUDED SERVICES**

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Off-site Utility Design
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Structured-Slab Foundation Design

**END OF SCOPE OF SERVICES**



## ATTACHMENT A



## EXHIBIT B – FEE

## City of Denton | Water Works Park Renovation

Fee Proposal | 05.24.2024

PROJECT ASSUMPTIONS	SF	CONSTRUCTION COST	Comments
Building + Site	70,000	\$ 13,000,000	
Service	Fee Type	Fee	Comments
<b>TASK 01   PRE-DESIGN SERVICES</b>			
Facility Assessment		\$ 13,500.00	Parkhill
3D Building Scan	Hourly	\$ 14,675.00	Parkhill
Input of Existing	Hourly	\$ 12,500.00	Parkhill
Peer Benchmarking Analysis		N/A	
Space Program	Hourly	\$ 8,900.00	Parkhill
Concept Design	Hourly	\$ 65,000.00	Parkhill
Aquatics Programming/Concepting		\$ 22,908.00	WTI Design Meetings:1
Site Entitlement	Hourly	\$ 75,000.00	Parkhill
Survey (Boundary, Topo and Tree)		\$ 24,200.00	Parkhill
Presentation Collateral		\$ 14,600.00	Parkhill \$3,650 per image.
<b>Subtotal</b>		<b>\$ 251,283.00</b>	
<b>TASK 02   DESIGN SERVICES</b>			
Architecture		\$ 474,880.00	Parkhill SD: 20%, DD: 40%, CD: 40%
Interior Design		\$ 88,240.00	Parkhill SD: 20%, DD: 40%, CD: 40%
MEP Engineering		\$ 101,360.00	Parkhill SD: 20%, DD: 40%, CD: 40%
Structural Engineering		\$ 55,680.00	Parkhill SD: 20%, DD: 40%, CD: 40%
Civil Engineering		\$ 78,000.00	Parkhill SD: 20%, DD: 40%, CD: 40%
Landscape Architecture	Hourly	\$ 120,000.00	Parkhill
FF&E Design/Selection	Hourly	\$ 54,000.00	Parkhill Includes both indoor and outdoor FF&E design/selection.
Food Service Consultant		N/A	
Audio/Video Consultant		N/A	
IT/Data/Security Consultant		N/A	Owner Consultant   Howell Group
Aquatics Consultant		\$ 263,442.00	WTI Design Meetings: 3: Construction Admin. Site Visits: 5
Wayfinding/Branding & Signage		\$ 25,200.00	Parkhill
<b>Subtotal</b>		<b>\$ 1,260,802.00</b>	
<b>TASK 03   CONSTRUCTION ADMINISTRATION SERVICES</b>			
Construction Administration	Hourly	\$ 210,200.00	Parkhill
<b>Subtotal</b>		<b>\$ 210,200.00</b>	
<b>CONSTRUCTION ADMINISTRATION ASSUMPTIONS (Parkhill)</b>			
Months of Construction	Estimate	10 Months	Completion by May 2026 (10 Months).
CA Hours	Estimate	2,000 Hours	
Submittals	Estimate	300 Submittals	
RFI's	Estimate	110 RFI's	
Drawing Revisions	Estimate	60 ISSUANCES	Supple. Inst., Prop. Request, Const. Change Dir., etc.
<b>ADDITIONAL SERVICES</b>			
Entry Water Feature Design	Hourly	\$ 32,750.00	Parkhill/WTI
Record Drawings	Hourly	\$ 32,650.00	Parkhill/WTI
Underground Utility Survey	Estimate	\$ 10,000.00	Proposal provided if services required.
Geotech		\$ 8,900.00	Effort to occur during Pre-Design.
Owner Contingency		\$ 80,000.00	
<b>Subtotal</b>		<b>\$ 164,300.00</b>	
<b>REIMBURSABLE EXPENSES</b>			
Printing/Reproductions/Copies		\$ 4,400.00	
Travel/Incidentals		\$ 4,400.00	
ADA Review & Inspection		\$ 2,000.00	
<b>Subtotal</b>		<b>\$ 10,800.00</b>	
<b>Total A/E Fee</b>		<b>\$ 1,897,385.00</b>	





EXHIBIT C – PARKHILL HOURLY RATE SCHEDULE

Parkhill  
Hourly Rate Schedule  
January 1, 2024 through December 31, 2024

Client: CITY OF DENTON Project: WATER WORKS PARK RENOVATION

Agreement Date: MAY 2024 Location: DENTON, TX

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$88.00	Architect	\$186.00	Architect	\$305.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
Architect	\$163.00	Structural Engineer	\$253.00	Structural Engineer	\$410.00
Civil Engineer	\$184.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Electrical Engineer	\$190.00	Other Professional	\$193.00	Other Professional	\$392.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$151.00	Architect	\$275.00		
Mechanical Engineer	\$181.00	Civil Engineer	\$319.00		
Structural Engineer	\$179.00	Electrical Engineer	\$317.00		
Survey Tech	\$146.00	Interior Designer	\$218.00		
Other Professional	\$148.00	Landscape Architect	\$236.00		
		Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

- 1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
- 2. Consultants, soils engineers, surveyors, contractors, and other outside services.
- 3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
- 4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
- 5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.  
Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.



**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

Parkhill, Smith &amp; Cooper, Inc.

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

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

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

N/A

\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7/8/2024

\_\_\_\_\_  
Signature of Vendor doing business with the governmental entity\_\_\_\_\_  
Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

**Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.



**Certificate Of Completion**

Envelope Id: 13C65FA3BC974A78BA28297092431DD1

Status: Sent

Subject: Please DocuSign: City Council Contract 8461 Aquatics Renovation

Source Envelope:

Document Pages: 32

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

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

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

**Record Tracking**

Status: Original

Holder: Erica Garcia

Location: DocuSign

7/3/2024 4:05:01 PM

erica.garcia@cityofdenton.com

**Signer Events****Signature****Timestamp**

Erica Garcia

**Completed**

Sent: 7/3/2024 4:08:56 PM

erica.garcia@cityofdenton.com

Viewed: 7/3/2024 4:11:37 PM

Senior Buyer

Signed: 7/3/2024 4:12:49 PM

City of Denton

Using IP Address: 198.49.140.10

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

Not Offered via DocuSign

Lori Hewell



Sent: 7/3/2024 4:12:50 PM

lori.hewell@cityofdenton.com

Viewed: 7/3/2024 4:32:52 PM

Purchasing Manager

Signed: 7/3/2024 4:33:13 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.10

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marcella Lunn



Sent: 7/3/2024 4:33:14 PM

benjamin.samples@cityofdenton.com

Viewed: 7/3/2024 4:38:20 PM

Security Level: Email, Account Authentication  
(None)

Signed: 7/3/2024 5:24:50 PM

Signature Adoption: Pre-selected Style

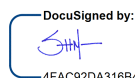
Using IP Address: 198.49.140.104

**Electronic Record and Signature Disclosure:**

Accepted: 7/3/2024 4:38:20 PM

ID: 960cd22b-80fe-4ca4-83d3-c004d6880c55

Scott Nelson



Sent: 7/3/2024 5:24:53 PM

snelson@parkhill.com

Viewed: 7/8/2024 8:51:33 AM

Principal

Signed: 7/8/2024 8:56:28 AM

Parkhill

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication  
(None)

Using IP Address: 138.199.118.214

**Electronic Record and Signature Disclosure:**

Accepted: 12/19/2021 5:00:41 PM

ID: 6497eac7-8e93-46aa-93ed-ab8ccd36a77f



Signer Events	Signature	Timestamp
<p>Trevor Crain</p> <p>Trevor.Crain@cityofdenton.com</p> <p>Director of Capital Projects</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 7/8/2024 8:56:31 AM</p> <p>Viewed: 7/8/2024 9:28:00 AM</p> <p>Signed: 7/8/2024 9:28:21 AM</p>

**Electronic Record and Signature Disclosure:**  
Accepted: 7/8/2024 9:28:00 AM  
ID: 33cffe24-d3c2-4709-980c-1e819a47c958

<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	Sent: 7/8/2024 9:28:24 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Thoden

lauren.thoden@cityofdenton.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Cheyenne Defee</p> <p>cheyenne.defee@cityofdenton.com</p> <p>Procurement Administration Supervisor</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	Sent: 7/3/2024 4:12:51 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Gretna Jones</p> <p>gretna.jones@cityofdenton.com</p> <p>Legal Secretary</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	<p>Sent: 7/8/2024 9:28:24 AM</p> <p>Viewed: 7/8/2024 3:26:31 PM</p>
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Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2024 4:08:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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



**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** ID 24-1348, **Version:** 1

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### **AGENDA CAPTION**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Signify North America Corporation, for the Amendment No. 1 to Lifecycle Services Agreement for the maintenance and support of Interact City Software currently used by Denton Municipal Electric; which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over \$50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8534 - awarded to Signify North America Corporation, in the five (5) year not-to-exceed amount of \$97,500.00).





## AGENDA INFORMATION SHEET

**DEPARTMENT:** Procurement  
**ACM:** Cassey Ogden  
**DATE:** July 23, 2024

### **SUBJECT**

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract with Signify North America Corporation, for the Amendment No. 1 to Lifecycle Services Agreement for the maintenance and support of Interact City Software currently used by Denton Municipal Electric; which is the sole provider of this software, in accordance with Texas Local Government Code 252.022, which provides that procurement of commodities and services that are available from one source are exempt from competitive bidding, and if over \$50,000, shall be awarded by the governing body; providing for the expenditure of funds therefor; and providing an effective date (File 8534 – awarded to Signify North America Corporation, in the five (5) year not-to-exceed amount of \$97,500.00).

### **STRATEGIC ALIGNMENT**

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

### **INFORMATION/BACKGROUND**

The Interact City software holds immense benefits for the City of Denton. The software enables intelligent street lighting, allowing for adaptive lighting schedules that reduce energy consumption and contribute to a safer and more secure urban environment. Moreover, Interact City facilitates efficient resource allocation through its comprehensive monitoring capabilities, enabling Denton Municipal Electric (DME) to make informed infrastructure development and maintenance decisions. By embracing the Interact City software, Denton stands to create a smarter, more connected city, fostering a higher quality of life for its residents while simultaneously promoting environmental responsibility and economic efficiency. Since 2019, Signify has successfully provided DME with cost-effective software that meets all functional requirements. Additionally, Signify has no distributors of its maintenance and support for its Interact City Software, thus it qualifies as a sole source.

DME proposes the approval and collaboration with Signify North America Corporation for the continued maintenance and support of the Interact City software. Signify has consistently delivered high-quality services, ensuring the reliability and efficiency of the Interact City software. They have demonstrated unparalleled expertise in the field of smart city solutions and have consistently proven their commitment to excellence in providing maintenance and support services. Their extensive experience in developing and maintaining innovative software solutions positions them as the ideal partner to ensure the seamless functioning and optimization of the Interact City platform.



Section 252.022 of the Local Government Code provides that procurement of sole source commodities and services are exempt from competitive bidding, if over \$50,000, shall be awarded by the governing body.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On July 22, 2024, this item will be presented to the Public Utilities Board (PUB) for consideration.

**RECOMMENDATION**

Award with a contract to Signify North America Corporation, as a sole source supplier, for the maintenance and support of Interact City Software currently used by Denton Municipal Electric, in a five (5) year not-to-exceed amount of \$97,500.

**PRINCIPAL PLACE OF BUSINESS**

Signify North America Corporation  
Bridgewater, NJ

**ESTIMATED SCHEDULE OF PROJECT**

This is a five (5) year contract.

**FISCAL INFORMATION**

The services will be funded from Electric Technology Operations account 600750.7899.5880. Requisition #165342 has been entered into the Purchasing software system in the amount of \$19,500. The budgeted amount for this item is \$97,500.

**EXHIBITS**

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

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

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

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



## LIFECYCLE SERVICES AGREEMENT (INDIRECT)

**THIS LIFECYCLE SERVICES AGREEMENT** (the “**Agreement**”), effective as of 04/27/2021 (the “**Effective Date**”), is entered into by and between Signify North America Corporation, a Delaware corporation having a place of business at 200 Franklin Square Drive, Somerset, New Jersey 08873 (“**Signify**”) and City of Denton, having a place of business at City of Denton City Hall, 215 E. McKinney Street, Denton, TX 76201-4299 (“**Customer**”). Each of Signify and Customer is a “**Party**” and together they are the “**Parties**.”

**WHEREAS**, Customer engaged a non-Signify affiliated contractor for the design, supply, and management of the installation of a luminaire control system (such system as further identified on **Schedule A**, the “**System**”); the System is installed at the location identified hereunder (the “**Site**”).

**WHEREAS**, Customer wishes to engage Signify to provide certain specifically identified maintenance or repair services (as set forth on **Schedule A**, the “**Services**”) for the System.

**WHEREAS**, Signify agrees to provide such Services on the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the terms and conditions in this Agreement and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. **SCOPE; SERVICES; RELATIONSHIP.**

**1.1 Services.** Subject to the terms and conditions of this Agreement, Signify will provide the Services with respect to the System as described in **Schedule A**, attached hereto and made a part hereof (the “**Services**”). Signify will perform the Services in a good and workmanlike fashion in accordance with (a) the terms of this Agreement and (b) with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Signify shall use qualified personnel in providing such Services. In performing the Services, Signify shall take all reasonable precautions as are consistent with industry practice and standard to prevent physical damage to the System or any tangible property of Customer.

### **1.2 Compliance with Site Regulations & Applicable Laws.**

In performing the Services, Signify will comply with: (a) all written, reasonable Site regulations, rules, and processes which have been disclosed to Signify by Customer prior to the Effective Date; (b) excepting any that are specifically designated as the responsibility of the Customer hereunder, for compliance with any laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities specifically applicable to performance of the Services (“**Applicable Laws**”).

**1.3 Authorized Representatives.** Each Party will appoint a designated representative who possesses full authority to give and receive instructions relating to this agreement and to act on those instructions (each “**Project Manager**”). The Project Managers as of the Effective Date are identified on **Schedule A**. Customer’s Project Manager will be familiar with this Agreement and will have authority to bind Customer in all matters requiring Customer’s approval, authorization or written notice. Either Party will have the right to change the individual designated as such Party’s Project Manager. If either Party changes its Project Manager, it will immediately notify the other in writing.

**1.4 Subcontractors.** Customer understands and agrees that all or part of the Services may be performed by agents or subcontractors engaged by Signify (“**Subcontractors**”). Customer consents to the use of such Subcontractors as Signify may deem necessary to perform the Services, provided, however, that Signify will at all times remain responsible to Customer for Subcontractors’ performance of the Services hereunder.

### **1.5 Third Party Installation; No Extended Warranty.**

(a) **No Responsibility for Installation.** Customer understands that Signify did not control, direct, perform, or supervise the design, engineering, or installation of the System as the System was designed, engineered, and installed by third party contractors unaffiliated with Signify, and over whom Signify had no supervision, authority, or control. Signify makes no representation or warranty regarding the System design, engineering, installation, or other work performed by such third parties and shall have no liability for, nor any obligation to correct or remedy, any defective or non-conforming work or materials performed or supplied by such third party contractors.

(b) **No Extended Warranty.** In connection with the supply of the System, such third party contractors may have assigned to Customer the Signify Standard Product Warranty. Neither this Agreement, nor Signify provision of these Services, are or shall be considered in any way as modifying, varying, expanding, or extending the Signify Product Warranty previously provided or assigned to Customer in connection with the supply or installation of any Signify product included in the System. Except to the extent expressly provided by a validly assigned Signify Standard Warranty, Signify makes no warranty, guarantee, or commitment to Customer with respect to the performance, functioning or lifetime of the System.

**1.6 Service Exclusions.** The Services include only those Services specifically set forth under **Schedule A**, subject to any restrictions, limitations, conditions, understandings, or exclusions identified thereunder. The Services do not include a generalized, blanket maintenance or repair services program for the System. Additionally, the Services do not include, and Signify shall have no obligation or liability with respect to: (a) repairs arising from, or other corrective or remedial work necessitated by, the act, error, fault, neglect, misuse, improper operation or omission of the Customers, its



servants, agents, contractors or invitees; (b) repairs from, or other corrective or remedial work arising from or required by, changes, alterations, additions, or modifications to the System by a person other than Signify; (c) repairs or other corrective or remedial work necessitated or caused by incorrect power supply, failure of electrical power, air-conditioning, humidity control, or any environmental factor; (d) repairs or other corrective or remedial work necessitated or caused by the operation of the Product other than in accordance with its specifications, or otherwise not in accordance with the direction, instructions, or recommendations of Signify and its personnel; (e) repairs arising from, or other corrective or remedial work necessitated by, the re-installation, moving, or removing of the System by a person other than Signify; (f) repair of damage or other corrective or remedial work necessitated or caused by any circumstances beyond Signify's reasonable control, (g) except as expressly provided by **Schedule A**, furnishing or supplying maintenance of accessories, attachments, supplies, spare parts, consumables associated with the System (including any costs thereof); (h) the upgrading of or retrofitting of improvements or major modification to the System; (i) electrical work external to the System.

**1.7 Third Party Reseller.** In the event that Customer is purchasing these Services through a Signify authorized third party reseller ("**Authorized Reseller**") or such Authorized Reseller is ordering such Services on the Customer's behalf, Customer acknowledges and agrees as follows: (i) the Services are provided by Signify directly to and for the sole benefit of the Customer, and such Services are provided solely pursuant to the terms and conditions of this Agreement; (ii) such Authorized Reseller is not Signify's agent or representative, and has no authority or capacity to make any representations, warranties, or promises on behalf of or otherwise bind Signify; (iii) Signify's obligations, and Customer's rights and remedies regarding the Services or the subject matter of this Agreement, are expressly limited to those specifically identified under this Agreement, and are not supplemented or modified by any agreement or other understandings between Customer and such Authorized Reseller; (iv) Signify is in no way responsible or liable for any services, content, or products provided by any Authorized Reseller to Customer. Signify reserves the right to immediately upon written notice to Customer suspend the provision of all Services hereunder and/or terminate this Agreement without further liability or obligation to Customer in the event that Signify is such notified by the Authorized Reseller of Customer's failure to pay amounts due to Authorized Reseller concerning the Services or which are otherwise payable hereunder, or in the event that the Authorized Reseller fails to pay any amounts due to Signify concerning the Services.

## **2. COMMISSIONING & COMMENCEMENT OF SERVICES.**

Upon completion of the installation by the third party contractors engaged by Customer, a Signify's authorized commissioning representative (the "**Commissioning Representative**") shall arrange for final commissioning of the System. The Services shall commence upon completion of the final review and commissioning by the Commissioning Representative (the "**Commencement Date**"). Commissioning of the System by the Commissioning Representative does not constitute Signify's approval, endorsement, or acceptance

of the design, engineering, or installation work performed by third parties, nor is such review is provided in connection with the Services.

Service tag data download will be performed once per month per mutually agreed upon schedule between Customer and Signify. This service tag data download will be used by Signify to associate the each luminaire product with the control node at which point the luminaire product will be commissioned.

In the event that the Commissioning Representative discovers defects with respect to the installation of the System, the Commissioning Representative shall notify Customer. Customer may elect to (i) remedy such defects and notify Signify upon completion of such remedies, or (ii) request that Signify remedy such defects, and if Signify agrees to perform such remedial or corrective services, Signify will submit a change order reflecting the additional costs and expenses therefor. Provision of the Services hereunder is conditioned, in all respects, on the System being installed in accordance with manufacturer's specifications and all applicable laws, requirements, and industry standards. In the event that Commencement Date has not occurred within one hundred and twenty (120) days of the Effective Date, Signify may, by notice to Customer, terminate this Agreement.

## **3. SITE ACCESS; SAFETY; CUSTOMER ASSISTANCE.**

**3.1 Authority & Access Rights.** Customer represents and warrants is has the full right and authority to approve performance of the Services and to enter into this Agreement. Customer is exclusively responsible, at its sole cost and expense, for providing and facilitating free and clear access to the System and Site, as well as any adjacent property that Signify reasonably needs access to for purposes of performing the Services. Without limiting the generality of the foregoing, Customer has obtained or will timely obtain any required consents or approvals from all parties whose consent or approval would be reasonably necessary in order to effect the purposes of the foregoing. In the event that Customer fails to provide and facilitate all such access, Signify may (i) immediately withhold or suspend performance of the Services until proper access is granted or restored, and/or (ii) issue a change order to reflect any additional expenses incurred in performing the Services as a consequence of having limited access.

**3.2 Cooperation; Information.** Customer will cooperate with Signify in the performance of the Services and will make technically competent staff available for consultation with Signify with respect to the Services, as required. Customer shall provide Signify with such information as may be reasonably required or requested by Signify to execute the Services including any drawings or surveys describing physical characteristics, legal limitations and utility locations for the Site and any information that may be required to satisfy any applicable regulatory requirements. Customer will be responsible for sufficiency & completeness of such plans and specifications, specifically including, but not limited to the accuracy of the dimensions described therein and Signify will be entitled to rely on the accuracy and completeness of all information furnished by Customer.



**3.3 Permits; Safety.** Customer has obtained and will maintain during the Term, at its cost and expense, any necessary electrical, building or other permits, licenses, certificates or inspections required under Applicable Laws for the execution and performance of the Services. To the extent the Services require any on-site visits or support, Customer will provide safe work surroundings for Signify and its Subcontractors and shall take all measures prescribed by law or otherwise necessary for the prevention of accidents at Site and to ensure the health and safety of the personnel of Signify and its subcontractors at the Site. Customer shall inform Signify in writing of all safety rules and precautions applicable to the Site prior to Signify commencing any on-site Service hereunder. Signify will not be responsible for the supervision or health and safety precautions for any other parties, including Customer, Customer's contractors, subcontractors, or anyone else performing work at the Site.

**3.4 Concealed or Unknown Conditions.** Notwithstanding the completion of any preliminary site visit as may have been performed by Signify (if any) prior to commencement of the Services, Customer acknowledges and agrees that any review performed during or in connection with such visit was conducted for the limited purpose of acquiring a basic familiarity with the local, general conditions under which the Services would be completed. Signify therefore makes no representation or warranty as to the completeness or scope of such review, including any identification of existing deficiencies, non-compliance with code or other applicable law, or other unknown, concealed, or non-readily observable condition. The Services do not include, nor impose on Signify any duty or obligation to conduct any audit, review, investigation, or evaluation of Site or related conditions. If Signify actually discovers any conditions at the Site that (a) differ materially from those ordinarily found to exist in properties of a type and condition similar to the Site; (b) were unknown or concealed or materially differ from the conditions observed during any preliminary site visit or information provided by Customer; or (c) constitute Hazardous Materials or Legal Deficiencies, each as defined below, then Signify will promptly provide notice to Customer of such discovered conditions before such conditions are disturbed. If such conditions or materials cause an increase in Signify's cost of, or time required for, performance of any part of the Services, Signify shall be entitled to a change order.

**3.5 Storage; Utilities.** Customer will provide sufficient secure and appropriate space for on-site storage of Signify's Products, materials, tools and equipment, including, but not limited, to the Service Parts identified on **Schedule A** attached hereto. Customer shall ensure access to utilities, including water at point of use, heating and lighting. Customer is responsible for all costs and expenses for utilities (e.g., gas, water, electricity) necessary for the performance of the Lifecycle Services.

**3.6 Non-Compliance with Applicable Laws.** Prior to the review by the Commissioning Representative, Customer shall notify Signify of any known non-compliance with Applicable Laws at the Site such as grounding deficiencies or other electrical code violations ("**Legal Deficiencies**"). Signify will not be in any way responsible for identifying or remedying any pre-existing Legal Deficiencies at the Site but will advise Customer of any pre-existing non-compliance that Signify actually observes during the performance of the Services.

Customer acknowledges and agrees that such pre-existing Legal Deficiencies may cause delays in the performance of the Services and that it is Customer's responsibility to correct such pre-existing non-compliance at its sole cost and expense.

**3.7 Safety Risks and Hazardous Materials.** To the extent the Services require any on-site visits or support, prior to the review by the Commissioning Representative, Customer will advise Signify of any health and safety risks at the Site, including, without limitation, the existence of any substances, chemicals, compounds, solids, liquids, gases, materials, pollutants, contaminants, wastes, petroleum products, asbestos or substances containing asbestos, or any other material subject to regulation under any environmental law ("**Hazardous Materials**") that may be at the Site or encountered in the performance of the Services. All actions or services relating to the existence, use, detection, removal, storage, handling, transportation, treatment, disposal, discharge, removal, abatement or containment of Hazardous Materials are specifically excluded from the scope of Services and Signify performance under this Agreement. Customer acknowledge that Signify is under no obligation to assume and assumes no responsibility for the treatment, disposal, or remediation of any Hazardous Materials.

**3.8 Customer Maintenance & Log.** Nothing in this Agreement shall relieve Customer from any obligation to perform normal operational day-to-day maintenance on the System or its products per Signify written instructions or operating manuals, electronic copies of which shall be provided to Customer by Signify. Customer shall not allow any party other than Signify or a Signify-approved contractor to provide any maintenance to or make any alteration or modification of the System without Signify prior written approval. Customer shall maintain and update such maintenance logs and other records with respect to the System as Signify requests.

#### **4. INTENTIONALLY OMITTED.**

#### **5. CONFIDENTIALITY.**

**5.1 Confidential Information.** Each Party shall retain in confidence and shall not disclose or use for any purpose, except in the performance of this Agreement, either the terms of this Agreement or any materials or information disclosed or made available by the other Party or any of their Affiliates (the "**Disclosing Party**") pursuant to this Agreement ("**Confidential Information**"). Notwithstanding the foregoing, "**Confidential Information**" shall not include information which: (a) is in the public domain at the time of its disclosure to the Receiving Party or which thereafter enters the public domain otherwise than by any breach of this Agreement; (b) is already known to or in the possession of the Receiving Party at the time of its disclosure by the Disclosing Party as evidenced by the Receiving Party's records; or (c) is lawfully acquired or developed at any time by the Receiving Party without restrictions from a third party without breach of confidentiality by such third party.

**5.2 Permitted Disclosure.** Notwithstanding Section 5.1, (a) Signify shall be permitted to disclose Confidential Information relating to the Services to its Subcontractors or its Affiliates to the extent necessary to perform the Services; and (b) in the event that a



Receiving Party is required by law to disclose any Confidential Information such Party may so disclose, provided that it shall, to the extent permitted by law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure.

**5.3 Liability for Breach.** Each Party shall be responsible for any breach of this Section 5 by the Party, its Representatives and any person to whom it discloses any Confidential Information. The Parties agree that a Disclosing Party would be irreparably injured by a breach of this Agreement by a Receiving Party or by any person to whom it discloses any Confidential Information and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of this Section but shall be in addition to all other remedies available at law or equity.

**5.4 Survival.** The obligations of confidentiality herein shall survive the expiration or termination of this Agreement for a period of three (3) years.

**5.5 Public Records.** Notwithstanding anything to the contrary regarding each Party's obligations under this Section, Signify acknowledges that Customer must strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by Signify to be proprietary must be clearly marked as such. Determination of the public nature of the information is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

**6. INSURANCE.** During the Term of this Agreement, Signify will maintain and keep in force, at its own expense, the following minimum insurance coverage: (a) worker's compensation insurance, with statutory limits as required by applicable law, with respect to the employees of Signify and each Subcontractor involved with the Services; (b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$1,000,000 per accident; (c) commercial general liability insurance, covering claims for bodily injury, death and property damage, including Site and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverage, with occurrence limits as follows: \$1,000,000 for bodily injury, death and property damage; \$1,000,000 for products and completed operations; and \$3,000,000 combined aggregate; and (d) commercial automobile liability insurance with a minimum limit of \$1,000,000 combined single limit insuring all owned, non-owned, hired and leased vehicles. Signify and its Subcontractors will not perform any LifeCycle Services without the prerequisite insurance. Upon Customer's request, Signify will provide Customer with certificates evidencing such insurance. During the Term of this Agreement, Customer will name Signify and its Subcontractors as loss payee under Customer's standard property insurance policy for covered perils. Upon execution of the

Agreement, Customer will provide to Signify with certificates evidencing such insurance.

## **7. TERM AND TERMINATION**

**7.1 Term.** This Agreement commences on the Effective Date and, unless terminated earlier as provided herein, shall terminate at the expiration of the Term, as defined on **Schedule A**.

**7.2 Termination for Default.** Either Party (the "Non-Breaching Party") may suspend performance of its obligations under the Agreement or terminate this Agreement immediately upon written notice to the other party (the "Breaching Party") in the event that the Breaching Party: (a) materially breaches any of its obligations under the Agreement and fails to cure such breach within a reasonable period of time not to exceed thirty (30) days from the date of a notice from Non-Breaching Party notifying Breaching Party of the breach; (b) ceases to carry on business in the ordinary course or files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; or (c) becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding and such petition or proceeding is not dismissed within thirty (30) days from filing of such petition or proceeding. Any breach by the Customer of the Interact City Software Service Agreement will be considered a breach of this Lifecycle Services Agreement, entitling Signify to terminate this Agreement in accordance with its terms.

**7.3 Effect of Termination.** Upon termination of this Agreement for any reason, the relevant provisions of this Agreement shall continue in effect after termination to the extent necessary to provide for any billings, adjustments and payments related to the period prior to termination and the termination of this Agreement shall not affect any rights or obligations which may have accrued prior to such termination or any other rights which the terminating Party may have arising out of either the termination or the event giving rise to the termination and shall not affect any continuing obligations of either of the parties under this Agreement, which are expressed to continue after termination of this Agreement.

## **8. MISCELLANEOUS TERMS**

**8.1 Intellectual Property Rights.** Customer hereby acknowledges that it shall not by virtue of this Agreement, implication, estoppel, or otherwise, acquire any intellectual property rights with respect to Signify Products, any software or hosted application, or improvements thereto, and that all such rights are, and shall remain, vested in Signify. All improvements to Products, software, or any hosted application, and any new products, software, or hosted application developed or modifications made thereto to satisfy customer requirements or in response to suggestions put forth by Customer shall belong exclusively to Signify. Additionally, Signify is free to use its general knowledge, skills and experience, and any ideas concepts, know-how and techniques that are acquired or used in the course of performing its obligations hereunder or in connection with or arising from its performance hereunder. All diagnostics, test,



or other similar property or materials used by Signify in connection with performing its Services hereunder shall remain the exclusive property and Confidential Information of Signify.

**8.2 Software or Hosted Application.** To the extent that Signify is making any software or cloud-based lighting management or controls hosted application available to Customer (including Interact City), the provision, use, warranty with respect to, and availability of such hosted application or software shall be exclusively as set forth under such software's end-user licensing agreement or hosted application's terms and conditions of use, which must be acknowledged and agreed to by Customer prior to Signify providing license or such access. Any such software or hosted applications are licensed and not sold, and such license to or access to such hosted application or software shall be only for the Term of this Agreement.

**8.3 Product Warranty.** Signify's limited warranty for any Signify-manufactured Products supplied in connection with Services is posted on Signify's website at [www.Signify.com/warranties](http://www.Signify.com/warranties) (as applicable, the "Product Warranty"). The terms of the Product Warranty are hereby herein incorporated by reference. The warranties set forth herein are the only warranties made by Signify in connection with any product or service and are expressly in lieu of any other warranties, whether written, oral, statutory, expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose. For any product or component manufactured by a third party, Signify will (if permitted) assign to Customer such third party manufacturer's warranty. Signify will have no liability or responsibility for such third party equipment or related warranty.

NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED AS MODIFYING, VARYING, EXPANDING, OR EXTENDING ANY SIGNIFY STANDARD PRODUCT WARRANTY PREVIOUSLY PROVIDED OR ASSIGNED TO CUSTOMER IN CONNECTION WITH THE SUPPLY OR INSTALLATION OF ANY SIGNIFY PRODUCT INSTALLED AS PART OF THE SYSTEM.

**8.4 Independent Contractor.** The Parties agree that Signify is engaged as an independent contractor for all purposes, including all federal, provincial and local laws pertaining to income taxes, withholding taxes, unemployment compensation, workers' compensation and any other rights, benefits, or obligations relating to employment. Neither Party has the authority to bind the other Party or make any commitments of any kind for or on behalf of the other Party except as expressly provided herein.

**8.5 Limitation of Certain Damages.** In no event shall either Party, its employees, agents or representatives be liable by reason of their breach or termination of this Agreement or for any acts or omissions in connection with this Agreement for any punitive, multiple, special, incidental or consequential damages of any kind, however caused, such as but not limited to loss of profits, savings or revenues, loss of data, work interruption, increased cost of work cost of procurement of substitute goods or services, or any claims or demands against a Party by any other entity, whether remedy is sought in contract, tort (including negligence), strict liability or otherwise, even if such Party has been advised of the possibility of such damages, and notwithstanding the failure of purpose of any

limited remedy. Signify is not responsible for damages caused by Services not performed due to a failure to request or schedule Signify's Services. SIGNIFY'S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR OUT OF THIS AGREEMENT SHALL NOT EXCEED \$40,000.

**8.6 Notices.** All notices, requests, demands, consents, and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given if delivered by hand; sent by email with confirmation of receipt by addressee; or sent by commercial courier service or sent by certified or registered mail with delivery or postage prepaid and by means assuring that acknowledgement or receipt is secured, addressed to the Party at the following address:

Customer	Signify
City of Denton City of Denton City Hall 215 E. McKinney Street Denton, TX 76201-4299  DME General Manager Attn: _____  Antonio.Puente@CityofDenton.com Email Address: _____	Signify North America Corporation 200 Franklin Square Drive Somerset, NJ 08873 Attn: Bill Swanson, Customer Services Manager  With a required copy to: Signify of Denton North America 200 Franklin Square Drive Somerset, NJ 08873 Attn: Legal Department

**8.6 Pandemic.** Customer acknowledges that coronavirus has been declared a pandemic by the World Health Organization, and that coronavirus has and may continue to directly or indirectly cause significant disruptions to Signify, industry and global supply chains, including without limitation impacting the availability of labor for sourcing, manufacturing and installation activities, causing product or material sourcing shortages or difficulties, or causing transportation or delivery issues ("Coronavirus Impacts & Events"), any or all of which may materially impact Signify's ability and capacity to deliver the Services, including in accordance with the requirements of this Agreement. By executing this Agreement and performing hereunder, Signify is not to have assumed any risk, as between the Parties, of any of the occurrence of any Coronavirus Impacts & Events. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary under this Section or the Agreement, Signify will have no liability or responsibility for any failure or inability to perform the Services to the extent arising from any Coronavirus Impacts & Events.

**8.7 Force Majeure.** Neither Signify or Customer will be liable to the other Party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of Signify or Customer obliged to perform, including but not limited to, pandemics, strikes or other labor difficulties, acts of God, acts of government, war, riots, embargoes, or inability to obtain supplies ("Force Majeure"). If Force Majeure prevents or delays the performance by Signify or Customer of any obligation under this Agreement, then Signify or Customer claiming Force Majeure will promptly notify the other Party thereof in writing. In any event, if Force Majeure continues for more than ninety (90)



calendar days, either Signify or Customer may terminate this Agreement upon written notice to the other Party. In the event of an occurrence under this Section, Signify will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and Signify continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Signify shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within ten (10) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

**8.8 Entire Agreement & Amendments.** This Agreement (including any Schedule attached hereto) constitutes the entire agreement between the Parties concerning the subject of this Agreement, and may not be amended except by written instrument specifically referring to this Agreement signed by an authorized representative of both Parties. No provision of this Agreement shall be deemed as modifying, amending, varying, cancelling or otherwise affecting the Interact City Software Service Agreement previously executed between the Parties, which shall remain in full force and effect in accordance with its terms. This Agreement concerns only the specific maintenance Services (as identified herein) regarding certain tangible hardware and luminaires separately supplied to Customer by Signify or a third party reseller, and none of the Services concern, supplement, create, or vary any obligation on the part of Signify with respect to the software and hosting services identified under the Interact Software Service Agreement. The parties rights and obligations respecting the software services shall be determined solely with reference to the Interact City Software Service Agreement. In the event of an inconsistency or conflict between the provisions of the main body of this Agreement and any Schedules to this Agreement, the provisions of the main body of this Agreement will prevail, to the extent of the inconsistency or conflict.

**8.9 Severability; Waiver; Execution; Assignment; Counterparts.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be affected thereby. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or future exercise thereof or the exercise of any other right, power, or privilege under this Agreement. The waiver by either Party of any provision of this Agreement is not effective unless made in a writing specifically referring to this Agreement signed by the Party to be held bound. Neither Party may assign this Agreement or any of its rights under the Agreement, without the other Party's prior written consent, which consent shall not be unreasonably withheld, provided, however, Signify may assign any or all of its rights and/or obligations under this Agreement to its ultimate parent corporation, wholly owned subsidiary of its ultimate parent corporation or to any present or future affiliate of Signify to which Signify transfers all or substantially all of its lighting business without such consent. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or by email in a portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party.

**8.10 Governing Law; Waiver of Jury Trial.** This Agreement and all claims related to it shall be governed and construed in accordance with the laws of the State of Texas without giving effect to its choice or conflict of law provisions. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL THEREOF. This Agreement and the Services provided are for Signify's and Customer's sole benefit and exclusive use with no third party beneficiaries intended.

**IN WITNESS WHEREOF**, the Parties have executed this Lifecycle Services Agreement as of the Effective Date.

<p>City of Denton</p> <p>DocuSigned by:</p> <p>By: <u>Christa Christian</u></p> <p>6A8263DE08F4429...</p> <p>Printed Name: <u>Christa Christian</u></p> <p>Title: <u>Senior Buyer</u></p>	<p>Signify North America Corporation</p> <p>DocuSigned by:</p> <p>By: <u>Michael L Manning</u></p> <p>1ECA5526AD77443...</p> <p>Printed Name: <u>Michael L Manning</u></p> <p>Title: <u>VP General Counsel</u></p>
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**SCHEDULE A****LIFECYCLE SERVICES**

<b>System:</b>	<b>"System"</b> means the Citytouch Connector Nodes as identified under <u>Table 1</u> below. "System" does not include any other lighting products, components, tooling, or Customer's IT infrastructure, including without limitation any routers, network switches, associated wiring or cabling, or any other components, firmware, hardware, or software not specifically described above. System does not include any software as a service or hosting services provided by Signify. System does not include any System upgrades, modifications, or enhancements, that have been installed and managed by others.
<b>Site Location:</b>	City of Denton, Texas
<b>Project Manager</b>	Signify: Customer:
<b>Service Term:</b>	The Term of this Agreement shall commence upon the Commencement Date (as defined under Section 2 and, unless terminated in accordance with the terms of the Agreement, will expire on September 16, 2024 (the <b>"Term"</b> ). At the sole option of the City of Denton this contract may be continued for up to six (6) months.
<b>Scope of Services:</b>	The Services shall be those as described and to extent identified under Table 2 below. Services beyond any specified allotment or not specifically identified below are excluded from the scope of this Agreement. Signify may in its sole discretion agree to provide such Services to Customer at an additional charge.
<b>Service Assumptions:</b>	Customer acknowledges and agrees that Signify's obligation to perform the Services is subject to the requirements and conditions set forth under <u>Table 3</u> below. To the extent that such requirements and conditions are not satisfied, Signify may issue a change order to reflect the additional work to be performed by Signify. In the event that a change order is not authorized by Customer, Signify may either (i) suspend performance of the Services (without penalty) until such conditions are satisfied, or (ii) terminate this Agreement without further penalty or obligation.
<b>Other Terms &amp; Conditions:</b>	See <u>Table 4</u> .

**Table 1 – System Milestones**

Milestone Date	Total Node Quantity	Signify SKU Quantity	Signify SKU	Description
January 1, 2021	10,000	10,000	LLC729x	CityTouch Connector Node



Table 2 – Description of Selected Services				
Service		Essential with Operations	Description	
Operations	1	Remote Monitoring	12 x / year	<p>Signify's Remote Operations Center will remotely connect to the customer's System to monitor the performance of the System. In case of a deviation from the expected performance, the observed issue will be logged. On a monthly basis, a report will be created with a summary of the Systems performance and the report will be posted on the Customer Portal (see item 8 below).</p> <p>In case of a critical incident, Signify will initiate a remote action to investigate the issue and notify the customer's representative. An incident is considered critical if more than 10% of the total number of lightpoints (LP) are not fully functional.</p>
	2	Remote Operations	Included	<p>When a performance deviation is observed via remote monitoring, Signify shall create an internal service ticket to initiate remote response. In case of deviation, Signify connects to the customer's System to identify the fault condition mode, analyze the potential root cause, and will initiate a corrective action to remotely resolve if possible. Where needed, the customer representative shall be notified of actionable incidents requiring their response for resolution.</p>
	3	System Optimization (remote)	1 x / year - during System Health Check (2 hrs / session)	<p>Initiated by a registered service ticket, Signify remotely adjusts the System configuration (lighting behaviors) in line with the customer's request and system capabilities. The optimization session shall be conducted during the scheduled remote based System Health Check (one time per year, max 2 hours/session). At completion, the System Health Check will be performed, and the customer will receive confirmation of the system elements changed. System optimization includes adjustments to schedules, dimming patterns, setpoints, user account additions / changes, grouping lightpoints or streets, commissioning additional lightpoints, updates of asset information, reconfiguring replacement luminaires and answering general system related questions.</p>
	4	Performance reporting	12 x / year	<p>Every month Signify will create a report with the performance of the system on uptime, faults observed and resolved, critical failures incidents and energy usage. The report will be posted on the Customer Portal.</p>
Preventive Maintenance	5	System health check (remote)	1 x /year	<p>Signify inspects remotely, one time per year, the status of the System, conditions of use, and incident history. At completion of this System Health-Check, the customer receives a status report of the System, together with a list of actions performed and recommended service activities for optimal system performance. All reporting shall be posted on the Customer Portal (see below).</p>



Corrective Maintenance	6	<b>Helpdesk and Service Ticketing</b> (within business hours)	Included – during business hours	Signify provides a helpdesk number and e-mail address to commence service requests. A service ticket is issued for scheduling remote activities, request for remote technical support, maintenance requests or calls for general information. Signify's helpdesk is available during standard business hours.
	7	<b>Remote diagnostics and fault finding</b> (within business hours)	12 x / year	When the Customer (City's representative) requires assistance and as initiated by a registered service ticket, Signify experts connect (online via the CityTouch cloud infrastructure and/or via phone with customer expert) to the customer's System. This service element includes assistance in the identification of the failure fault conditions mode, potential root cause analysis and an advice on resolution (to the extent this is possible remotely).
Training & Documentation	8	<b>Customer Portal On-line Documentation</b>	✓	Signify will provide the Customer with a password-protected web-based portal. In this portal, detailed system documentation, performance and health check reports and training materials on the system are available. Signify will store, update and preserve all the customer's system information in a secure way during the entire contract period.
	9	<b>On Going User Training</b>	1 x / year Remote web-training (2 hrs / session)	Signify trains the users of the system on fault finding, basic diagnostics, service installation and commissioning of the system. These sessions shall be provided, via remote web-training, one time annually (max 2 hours/ session) during the contract term. Training sessions are arranged in advance by the customer's registration of a Service Ticket request.

**Table 3 – Service Assumptions**

- (a) There are no material defects in any materials, equipment, tooling or accessories included in the System, not supplied by Signify or approved by Signify in writing.
- (b) The System has not been modified, altered or repaired by Customer or any third party without prior written consent of Signify.
- (c) There has not been any material failure or fluctuation of electric power or other adverse operational or environmental conditions affecting the System.
- (d) The lighting design and surrounding conditions affecting the System have not been materially changed since the Effective Date.
- (e) The System has at all times been operated with other software and/or hardware or accessories that were provided or approved by Signify.
- (f) In order for this scope to be possible, a commissioned CityTouch Connector Node with Software as a Service (not included in this estimate) must be installed, activated and associated within the CityTouch instance. Customer is responsible for providing said Citytouch Connected Node and SaaS under separate offer.
- (g) Nothing herein shall be deemed as amending, varying, or supplementing the terms of the Signify Standard Limited Warranty, which remains unchanged and in full force and effect in accordance with its terms.
- (h) All references to year means contract service year (i.e., each anniversary of the Commencement Date during the terms of this Agreement).

**Table 4 – Other Terms & Conditions**

- Equipment (including Node) cleaning is not included in any Service
- The scope of this service entitlement is limited to the remote based service activities outlined herein. Any additional services, future solution elements, features and the associated services, will be proposed under a separate offer.
- The Parties will mutually develop an operating procedure outlining the ways of working for coordinating performance of the Services.
- Modification to any existing condition may require an update to code adherence that is out of scope of the Services.



- Any Service allotment, which remains unused during each contract year shall be deemed forfeited.
- Existing programming, and parameters of the System shall be used. Requested adjustments to programming(s) of the Citytouch system shall be communicated to Signify in writing. When the program request exceeds the stated System Optimization service allotment, such adjustments will result in an additional service charge, which shall be quoted per the request for Customer authorization.
- Signify does not accept responsibility for the operation of third-party lighting fixtures or other equipment not provided by Signify.
- Signify is not responsible for any damage to the System caused by lightning strikes, inclement weather, or other conditions, developments, actions, or circumstances which are outside of Signify's control.
- Business hours are Monday through Friday, between the hours of 8AM to 5 PM CST, excepting any federal or bank holidays, and period between Christmas Day and New Year.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Dates.

**Signify North Americans Corporation**

By: Michael L Manning

**Printed Name**

**Title: VP General Counsel**

DocuSigned by:  
Michael L Manning  
TECA3526AD77443...

**Signature**

**City of Denton, Texas**

**Procurement and Compliance**

By: Christa Christian

**Printed Name**

**Title: Senior Buyer**

DocuSigned by:  
Christa Christian  
6A8263DE08F4429...

**Signature**

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

DocuSigned by:  
Antonio Puente  
E3760944C2BF4B6...

ANTONIO PUENTE, JR

SIGNATURE    PRINTED NAME

EXECUTIVE MANAGER OF UTILITIES

TITLE

ELECTRIC ADMINISTRATION

DEPARTMENT




## Certificate Of Completion

Envelope Id: 108879275F134B49B4E940C8D58DFFAF	Status: Completed
Subject: Please DocuSign: Denton_Lifecycle Service Agreement_FINALforExecution_2021_0317.pdf, IN WITNESS...	
Source Envelope:	
Document Pages: 11	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

## Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
4/9/2021 9:49:19 AM	Christa.Christian@cityofdenton.com	

## Signer Events

Signer Events	Signature	Timestamp
Christa Christian	DocuSigned by:  6A8263DE08F4429...	Sent: 4/9/2021 11:00:34 AM
christa.christian@cityofdenton.com		Viewed: 4/9/2021 11:00:41 AM
Senior Buyer		Signed: 4/9/2021 11:01:01 AM
City of Denton		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Antonio Puente	DocuSigned by:  E3760944C2BF4B5...	Sent: 4/9/2021 11:01:03 AM
Antonio.Puente@cityofdenton.com		Viewed: 4/9/2021 11:02:40 AM
Exec Mgr of Utilities		Signed: 4/9/2021 11:03:49 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 174.197.67.61 Signed using mobile	

## Electronic Record and Signature Disclosure:

Accepted: 4/9/2021 11:02:40 AM  
ID: b1cfa382-d57d-4919-8b65-9be35a567537

Michael L Manning	DocuSigned by:  1ECA5526AD77443...	Sent: 4/19/2021 11:06:05 AM
michael.l.manning@signify.com		Resent: 4/23/2021 10:47:37 AM
VP General Counsel		Viewed: 4/26/2021 12:27:45 PM
Signify North America Corporation		Signed: 4/26/2021 12:28:08 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 165.225.38.190	

## Electronic Record and Signature Disclosure:

Accepted: 4/26/2021 12:27:45 PM  
ID: d2a190ea-b88d-4b6a-ae7f-c2f06da93a09

Cheyenne Defee	<b>Completed</b>	Sent: 4/26/2021 12:28:09 PM
cheyenne.defee@cityofdenton.com		Viewed: 4/27/2021 1:50:08 PM
Contract Administrator		Signed: 4/27/2021 1:50:22 PM
City of Denton	Using IP Address: 198.49.140.104	
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

## In Person Signer Events

Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rubens Costa rubens.V.costa@signify.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 4/15/2021 10:13:13 AM ID: 97d1bda0-bd07-473a-bcf6-8456cb4bd420	COPIED	Sent: 4/19/2021 11:06:07 AM Viewed: 4/20/2021 9:37:58 AM
Sam Mall sam.mall@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/27/2021 1:50:24 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2021 11:00:34 AM
Certified Delivered	Security Checked	4/27/2021 1:50:08 PM
Signing Complete	Security Checked	4/27/2021 1:50:22 PM
Completed	Security Checked	4/27/2021 1:50:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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



**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SIGNIFY NORTH AMERICA CORPORATION, FOR THE AMENDMENT NO. 1 TO LIFECYCLE SERVICES AGREEMENT FOR THE MAINTENANCE AND SUPPORT OF INTERACT CITY SOFTWARE CURRENTLY USED BY DENTON MUNICIPAL ELECTRIC; WHICH IS THE SOLE PROVIDER OF THIS SOFTWARE, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 252.022, WHICH PROVIDES THAT PROCUREMENT OF COMMODITIES AND SERVICES THAT ARE AVAILABLE FROM ONE SOURCE ARE EXEMPT FROM COMPETITIVE BIDDING, AND IF OVER \$50,000, SHALL BE AWARDED BY THE GOVERNING BODY; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8534 – AWARDED TO SIGNIFY NORTH AMERICA CORPORATION, IN THE FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$97,500.00).

WHEREAS, Section 252.022 of the Local Government Code provides that procurement of items that are only available from one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council wishes to procure one or more of the items mentioned in the above paragraph; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The following purchase of materials, equipment or supplies, as described in the "File" listed hereon, and on file in the office of the Purchasing Agent, and the license terms attached are hereby approved:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8534	Signify North America Corporation	\$97,500.00

SECTION 2. The City Council hereby finds that this bid, and the award thereof, constitutes a procurement of items that are available from only one source, including items that are only available from one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electricity, gas, water, and other utility purchases; captive replacement parts or components for equipment; and library materials for a public library



that are available only from the persons holding exclusive distribution rights to the materials; need not be submitted to competitive bids.

SECTION 3. The acceptance and approval of the above items shall not constitute a contract between the City and the person submitting the quotation for such items until such person shall comply with all requirements specified by the Purchasing Department.

SECTION 4. The City Manager, or their designee, is hereby authorized to execute the contract relating to the items specified in Section 1, attached hereto, and the expenditure of funds pursuant to said contract is hereby authorized.

SECTION 5. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

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

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

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR



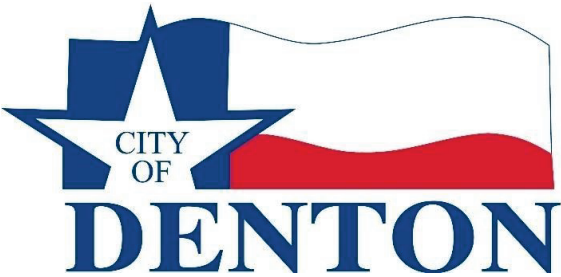
ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: *Benjamin N. Samples, II*





Docusign City Council Transmittal Coversheet

FILE	8534
File Name	DME Interact City Software
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	



AMENDMENT NO. 1 TO LIFECYCLE SERVICES AGREEMENT

THIS **AMENDMENT NO. 1 TO LIFECYCLE SERVICES AGREEMENT** (the “**Amendment**”), made as of May 17, 2024, amends that certain Lifecycle Services Agreement dated April 27, 2021 (“**Original Agreement**”), by and between **SIGNIFY NORTH AMERICA CORPORATION** (“**Signify**”) and **CITY OF DENTON** (“**Customer**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Original Agreement.

**WHEREAS**, Signify and Customer are parties to the Original Agreement;

**WHEREAS**, Signify and Customer wish to make certain revisions with respect to the Original Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows:

1. Term. The parties wish to extend the Term of the Agreement by five (5) years, commencing as of September 16, 2024, and expiring as of September 16, 2029 (the “**Renewal Term**”). After the end of the Renewal Term the Parties shall have the option to renew for consecutive one (1) year periods (each an “**Additional Renewal Term**” and altogether the “**Additional Renewal Terms**”), until and unless terminated by either Party in accordance with the Agreement’s provisions.
2. Revisions. Schedule A of the Original Agreement is hereby modified as follows:

Table 1 – System			
Total Node Quantity	Signify SKU Quantity	Signify SKU	Description
15,000	15,000	LLC729x/LLC78xx	Interact City Connector Node

3. Pricing. As compensation to Signify for performance of the Services hereunder, Customer shall pay Signify \$19,500 upfront for the first year of the Renewal Term (“**Annual Service Fee**”), with four (4) subsequent Annual Service Fee payments of \$19,500 per each subsequent year of the Renewal Term, for a full five (5) year Renewal Term at the total cost of \$97,500. All pricing excludes any taxes. For the avoidance of doubt, the Annual Service Fee shall also apply and shall be due and payable by Customer to Signify for the Services to be performed by Signify in each Additional Renewal Term.
4. Change Orders. Either Party may request modifications to the Services by submitting a written request to the other Party, together with any proposals for equitable adjustments in the price, schedule and/or scope. Without limiting the generality of the foregoing, Customer agrees that Signify will be entitled to a Change Order in the event there is any documented, increased cost or expense in performing any Services resulting from: (a) the conditions or infrastructure at the Site materially differing from information provided by Customer, or of a kind or variety not typical for similar worksites or environments; (b) additions to or changes in Service requirements or Site requirements arising following execution of this Agreement, (c) the physical, structural, or working conditions materially changing at the Site during the term of this Agreement and (d) additions to or changes in Applicable Law or applicable engineering standards (in either such instance, affecting the System, Site, or the Services) which are enacted or adopted following the execution of this Agreement; provided, however, that (a) through (d) shall in no way be deemed or construed as varying or limiting Customer’s obligations with respect to any other provisions referencing Change Orders hereunder. The parties shall negotiate in good faith any proposed change order submitted by the other Party. To the extent agreed to by the other Party in writing, such written request shall be deemed to change the scope of Services and Service Fee, as applicable (each, a “Change Order”). For any Change Order that results in ongoing change of the



annual Service Fee or results in additional compensation to Signify, the Parties shall execute an amendment to this Agreement to reflect the necessary revisions to the scope of Services and/or Service Fee or additional compensation. In the event after negotiating in good faith for thirty (30) days following a Party's submission of a Change Order request the Parties are unable to agree on the proposed Change Order, then as to the affected Service, Signify may terminate such affected Service by written notice to Customer. During the negotiation and pendency of any such proposed Change Order, Signify reserves the right to suspend its provision of the affected Service by written notice. No such withholding, suspension, or termination of an affected Service shall be considered a default hereunder.

5. Product Name Change. All references in the Agreement to CityTouch shall be deleted and replaced with Interact City.

6. Insurance. The parties agree that Attachment A attached hereto and incorporated by reference supersedes and replaces all insurance requirements in the Original Agreement, including those set forth in Article 6.

7. Term & Termination. Section 7 of the Original Agreement is hereby amended to include the following Section 7.4:

7.4 Customer may terminate the Agreement by giving thirty (30) days prior written notice to Signify in the event that the Customer fails to appropriate or allot the necessary funds to pay the Annual Service Fees for any given year of the Renewal Term or for any Additional Renewal Term.

8. Entire Agreement. This Amendment, the Original Agreement and the terms and provisions hereof and thereof constitute the entire agreement among the parties pertaining to the subject matter hereof and thereof and supersede any and all prior or contemporaneous agreements relating to the subject matter hereof or thereof. Except as expressly amended hereby, the Original Agreement will remain unchanged and in full force and effect. To the extent any terms or provisions of this Amendment conflict with those of the Original Agreement, the terms and provisions of this Amendment shall control. This Amendment shall be deemed part of and is hereby incorporated into the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CITY OF DENTON

SIGNIFY NORTH AMERICA CORPORATION

By (Signature): \_\_\_\_\_

By (Signature):   
DocuSigned by:  
CC3201686D86491...

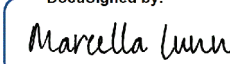
Title as: \_\_\_\_\_

Title as: Alfonso Roldan Kerguelen

ATTEST:  
LAUREN THODEN, CITY SECRETARY

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: \_\_\_\_\_

BY:   
DocuSigned by:  
4B070831B4AA438...



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

DocuSigned by:  
*Antonio Puente*  
E3760944C2BF4B5...

Antonio Puente

SIGNATUREPRINTED NAME

DME General Manager

TITLE

Electric

DEPARTMENT



## Attachment A

### INSURANCE REQUIREMENTS

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

#### STANDARD PROVISIONS:

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal.
  - Liability policies shall be endorsed to provide the following:
    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
    - That such insurance is primary to any other insurance available to the



Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

#### **SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

#### **1. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

#### **2. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE** **Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to**



provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$2,000,000.00 per claim.



**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

Signify North America  
Corporation

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

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

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

Mary McFall

\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

None

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

**5** DocuSigned by:

Alfonso Roldan Benguelen

6/20/2024

CC3201686D86491...  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
    - (i) a contract between the local governmental entity and vendor has been executed; or
    - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

#### **Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.



**Certificate Of Completion**

Envelope Id: 6CA27EED3C53471F905CE71A84E2FE70

Status: Sent

Subject: Please DocuSign: City Council Contract 8534 DME Interact City Software

Source Envelope:

Document Pages: 9

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

**Record Tracking**

Status: Original

Holder: Christa Christian

Location: DocuSign

5/20/2024 9:53:07 AM

Christa.Christian@cityofdenton.com

**Signer Events****Signature****Timestamp**

Christa Christian

**Completed**

Sent: 5/22/2024 11:01:04 AM

christa.christian@cityofdenton.com

Viewed: 5/23/2024 2:07:54 PM

Purchasing Supervisor

Signed: 5/23/2024 2:08:02 PM

City of Denton

Using IP Address: 198.49.140.104

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

Not Offered via DocuSign

Lori Hewell



Sent: 5/23/2024 2:08:05 PM

lori.hewell@cityofdenton.com

Viewed: 5/23/2024 8:44:59 PM

Purchasing Manager

Signed: 5/23/2024 8:45:17 PM

City of Denton

Signature Adoption: Pre-selected Style

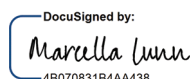
Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.104

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marcella Lunn



Sent: 5/23/2024 8:45:19 PM

marcella.lunn@cityofdenton.com

Viewed: 5/29/2024 5:34:28 PM

Senior Deputy City Attorney

Signed: 5/29/2024 5:35:30 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 198.49.140.10

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Alfonso Roldan Kerguelen



Sent: 5/29/2024 5:35:34 PM

alfonso.roldan@signify.com

Resent: 6/3/2024 1:51:31 PM

Security Level: Email, Account Authentication  
(None)

Resent: 6/17/2024 11:56:57 AM

Viewed: 6/17/2024 1:21:08 PM

Signed: 6/20/2024 11:35:32 PM

Signature Adoption: Pre-selected Style


Using IP Address: 170.85.54.170

**Electronic Record and Signature Disclosure:**

Accepted: 6/3/2024 1:57:41 PM

ID: 10724c82-18e0-4fdf-b479-1cdb62ce886d



Signer Events	Signature	Timestamp
<p>Cheyenne Defee  cheyenne.defee@cityofdenton.com  Procurement Administration Supervisor  City of Denton  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		Sent: 6/20/2024 11:35:35 PM
<p>Antonio Puente  Antonio.Puente@cityofdenton.com  DME General Manager  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 6/21/2024 7:14:06 AM  ID: 42d4cc5d-5dec-4e32-b62a-498fd820504a</p>	<p>DocuSigned by:    E3760944C2BF4B5...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 174.246.129.115  Signed using mobile</p>	<p>Sent: 6/20/2024 11:35:35 PM  Viewed: 6/21/2024 7:14:06 AM  Signed: 6/21/2024 7:14:38 AM</p>
<p>Sara Hensley  sara.hensley@cityofdenton.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Lauren Thoden  lauren.thoden@cityofdenton.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Gretna Jones  
gretna.jones@cityofdenton.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

City Secretary Office  
citysecretary@cityofdenton.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Carbon Copy Events	Status	Timestamp
Jerry Looper jerry.looper@cityofdenton.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 5/23/2024 5:02:47 PM ID: 8a4b487f-4e63-4947-b63b-116198194936		

Nicholas Dusak  
nicholas.dusak@cityofdenton.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/22/2024 11:01:04 AM
Envelope Updated	Security Checked	6/3/2024 1:51:30 PM
Envelope Updated	Security Checked	6/3/2024 1:51:30 PM
Envelope Updated	Security Checked	6/17/2024 11:03:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Denton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com)

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [melissa.kraft@cityofdenton.com](mailto:melissa.kraft@cityofdenton.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Denton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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



**Acknowledging your access and consent to receive materials electronically**

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** CA24-0002b, **Version:** 1

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### **AGENDA CAPTION**

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, adopting the Southeast Denton Area Plan and amending the Denton 2040 Comprehensive Plan. The Southeast Denton Area Plan has an approximate boundary line of 800 feet north of East McKinney Street, 900 feet east of South Woodrow Lane, 700 feet south of Shady Oaks Drive, Dallas Drive to the south, and South Bell Avenue to the west, encompassing approximately 975 acres in the City of Denton, Denton County, Texas; and providing an effective date. The Planning and Zoning Commission recommended approval of the proposal (5-0). The motion was made by Commissioner Villareal and seconded by Commissioner Cole. (CA24-0002b, Southeast Denton Area Plan, Julie Wyatt and Mia Hines)





# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
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## AGENDA INFORMATION SHEET

**DEPARTMENT:** Department of Development Services

**ACM:** Cassey Ogden

**DATE:** July 23, 2024

### **SUBJECT**

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, adopting the Southeast Denton Area Plan and amending the Denton 2040 Comprehensive Plan. The Southeast Denton Area Plan has an approximate boundary line of 800 feet north of East McKinney Street, 900 feet east of South Woodrow Lane, 700 feet south of Shady Oaks Drive, Dallas Drive to the south, and South Bell Avenue to the west, encompassing approximately 975 acres in the City of Denton, Denton County, Texas; and providing an effective date. The Planning and Zoning Commission recommended approval of the proposal (5-0). The motion was made by Commissioner Villareal and seconded by Commissioner Cole. (CA24-0002b, Southeast Denton Area Plan, Julie Wyatt and Mia Hines) <https://dentontx.new.swagit.com/videos/310499?ts=2048>

### **PROPOSED PLAN ADOPTION**

**The purpose of the July 23, 2024 public hearing is to present the Southeast Denton Area Plan for approval.** Developing the Southeast Denton Area Plan has been a year-long project with active public engagement to identify the community's vision, goals, strategies, and actions for implementing the next 10 to 20 years. Since the Joint City Council/Planning and Zoning Commission meeting held on March 19, 2024, the project team has developed the plan's implementation elements which include 53 action steps, an updated Future Land Use Map, a Future Overlay Districts Map, and conceptual street cross-sections. The Steering Committee has evaluated these implementation elements, as well as provided input related to other area plan components (i.e. existing conditions, community engagement, vision statement, goals and strategies), and is supportive of the draft plan as proposed.

This proposed plan will supersede the Denton 2040 Comprehensive Plan goals and recommendations (including land uses) for the Southeast Denton community. **Furthermore, the proposed plan is reflective of the community's desires and past Steering Committee, City Council, and Planning and Zoning Commission input. Below is a summary of the steps taken to formulate the plan throughout the duration of this project.**

### **BACKGROUND**

On March 22, 2022, City Council adopted an ordinance that approved an update to the City's Comprehensive Plan (Denton 2040 Comprehensive Plan). Throughout the Planning and Zoning Commission and City Council work session presentations related to the update, area plans were discussed as a solution to address local challenges and were identified as one of the Commission's and Council's implementation priorities. Elected and appointed leaders, as well as staff, agreed that further in-depth analysis was needed to better refine the vision for specific areas and to plan for future infrastructure needs. These types of plans provide the ability to address more refined and specific planning challenges, as well as enhance potential opportunities, at a scale more specific to a given area.



Per City Council’s direction, staff initiated the Southeast Denton Area Plan (SEDAP) study which kicked off in March 2023. Establishing the SEDAP study area boundary was a key component of the plan which required considerable public outreach and consensus-building. Ultimately, a core area that includes 600 acres was selected, generally bounded by McKinney Street to the north, Bell Avenue and Dallas Drive to the west, Teasley Lane and Shady Oaks Drive to the south, and Woodrow Lane to the east. Understanding proximate developments and neighborhoods often influence each other, planning for this area also includes the parcels north of McKinney Street, east of Woodrow Lane, and south of Shady Oaks Drive/Teasley Lane to provide guidance for transition areas between SEDAP and adjoining neighborhoods. The SEDAP project team is also continuing to coordinate with the Design Downtown Denton team to ensure Bell Avenue (the seam between Southeast Denton and Downtown) is planned comprehensively to support and connect both areas.

### *History*

A discussion of the future of Southeast Denton cannot begin without first acknowledging the past. In the 1920s, Black families in Denton were forced to move from Quakertown, a prosperous middle-class Black community located northeast of the Downtown Square, to the southeastern portion of the city. Quakertown’s proximity to the nearby College of Industrial Arts (now known as Texas Woman’s University) in the first decades of the twentieth century was seen as unacceptable for Denton’s residents and the College leaders due to white students living near the prominent black community. Under the pretense that the town desperately needed a civic center park and the misconception that a thriving Black community constituted “blight,” the City used federal funds to force the community’s displacement. By 1923, nearly seventy homes, dozens of businesses, and a community center was either torn down or physically relocated to the south and east side of Denton.

Although it has been almost a century, the trauma of the forced relocation has remained. Many of the long-time residents and their families have not forgotten what happened, and the destruction of their homes and property caused huge financial setbacks.

Forty years after Quakertown, Denton’s Black families faced displacement threats again. The City proposed an urban renewal bond in the 1960’s that, if approved, would have demolished 185 acres of homes—clearing the way to sell the property to a private developer. The bond was defeated by community members who organized opposition, but the long-term impacts of the City’s repeated actions formed a multi-generational distrust of local government that continues today.

### **GOALS OF THE SOUTHEAST DENTON AREA PLAN**

While the City has made efforts to lessen the government distrust by investing in area park and street improvements, a concerted and cohesive acknowledgement of the harm caused by the forced relocation of Quakertown families is long overdue. Furthermore, recent development proposals adjacent to and within Southeast Denton have raised concerns from the community about the past repeating itself. The Southeast Denton Area Plan is the first step in the effort to heal from the damages of the past and begin to build upon the community’s vitality and resilience to ensure a bright future based on the community’s desires.

By listening to the Southeast Denton community and incorporating their solutions, aspirations, and ideas, this plan attempts to strengthen the Southeast Denton area for existing and future residents and stakeholders as well as those interested in joining this cohesive, connected community.

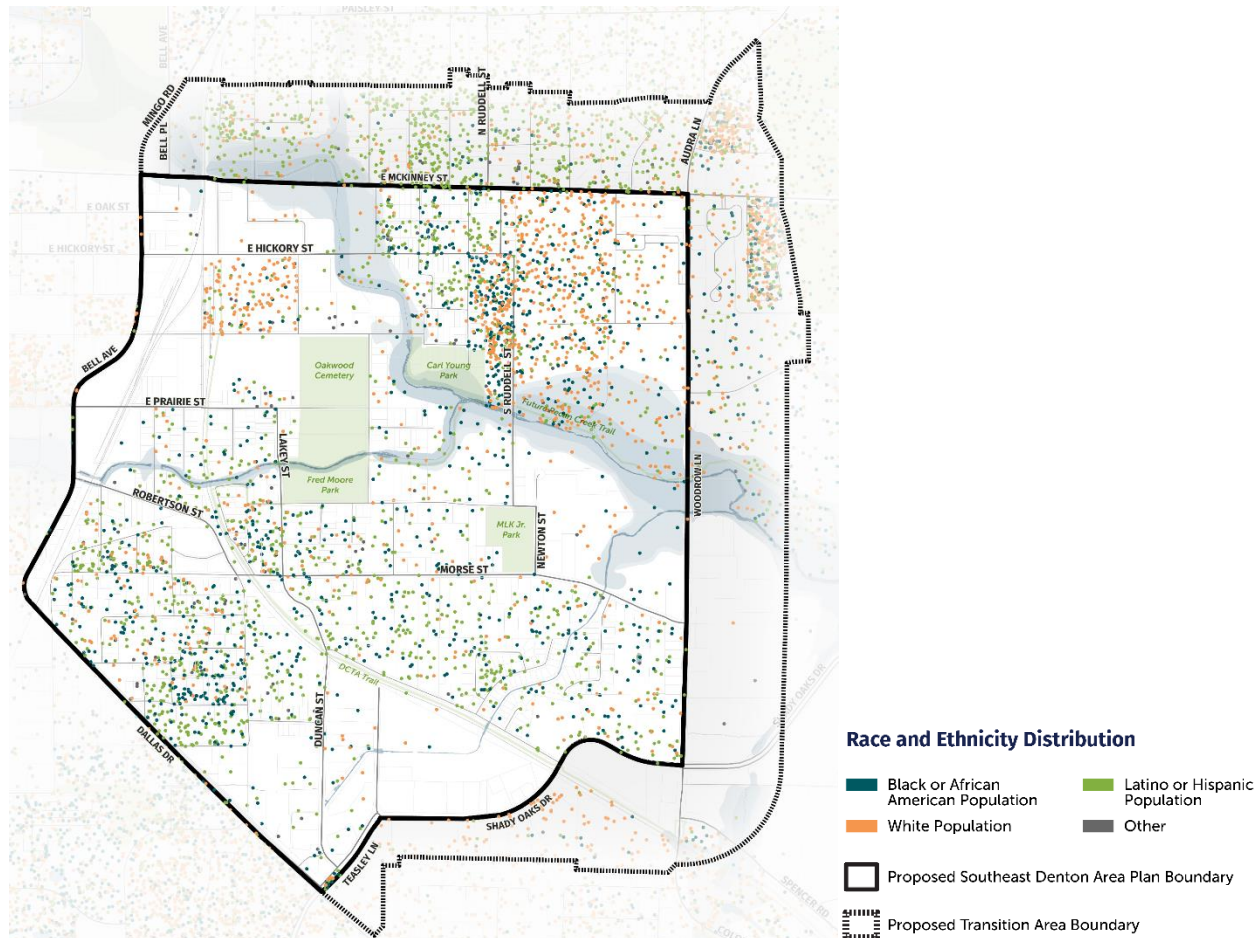
Through the planning process, this plan has considered the following:

- The areas that are important to the residents and stakeholders for preserving the cultural character of the Southeast Denton neighborhoods;
- The impacts of potential development within and adjacent to the study area;
- Areas where change can occur for the advancement of the neighborhood and overall community;
- Ideas for future improvements – transportation, housing, connectivity, parks and open space, and overall quality of life in the community; and
- Recommendations for capital improvement projects and policy changes for future improvements.



## Population

Southeast Denton is a young, diverse community. According to 2021 ACS data, Southeast Denton is fairly evenly split between Hispanic (28%), Black (30%), and White (36%), and 64% of the population is under 40 years of age, with 36% under 25. The distribution of the different race and ethnic groups is somewhat uniform, with no one area dominated by a single group as shown on the map below:



Median household income is slightly lower than the City as a whole, with Southeast Denton households earning \$59,328 per year as compared to City of Denton household earnings of \$65,168 per year. Finally, while the population of the City and County have grown over the last 11 years (City of Denton: up 23%, Denton County: up 293%), the population of Southeast Denton has decreased 4% within that same period of time.

## Housing

Housing in Southeast Denton is largely dominated by single-family residential dwellings on individually platted lots (79% of the residential properties). The average value of Southeast Denton homes, according to the American Community Survey, is \$207,600. The community includes many historic structures and architectural styles that vary from home to home and street to street reflecting design trends of various decades, because Southeast Denton developed over many decades with construction on individual lots (as opposed to volume-builder neighborhoods often seen today).

## Land Use

The land use analysis accounted for residential, non-residential, and open space uses. Residential housing makes up 183 acres within the study area. Non-residential uses include industrial, commercial, religious,



and institutional/government categories and makes up 283 acres. Open space includes rights-of-way, vacant land, and park properties and makes up 222 acres. It is important to note that the vacant land provides both an opportunity and threat to the community, depending on how it is used or developed in the future.

### *Streets*

Although many streets within the Southeast Denton area have recently been reconstructed as part of the 2019 Bond Program, further improvements have been identified as part of this analysis. Many sidewalks are missing or in disrepair. Additional bike lanes and connections are needed. Crash data indicates some intersections require design interventions to increase safety. Furthermore, the existing railroad tracks and floodplain have created barriers to a well-connected street network. All of these conditions make maneuvering within, into, and out of Southeast Denton challenging for all modes of transportation.

Area plans provide an opportunity for community members and stakeholders to create a shared vision, influence city land use and development decisions, prioritize capital investments, and establish programs which benefit the community. They are intended to be functional documents which provide both community goals and detailed implementation actions.

To be useful, the Southeast Denton Area Plan follows a framework which builds upon information gathered during the public engagement phase and the existing conditions to determine the community's desired outcomes and goals. From there, strategies to achieve the goals were formulated. Finally, implementation action steps further break down the strategies into achievable, measurable steps. It is important to note that each strategy should relate to a goal and help to accomplish one or more of the desired outcomes.

## **PUBLIC ENGAGEMENT**

The planning process started with *listening* to the community and acknowledging past harm – the forced removal in the 1920s, a proposed Urban Renewal demolition plan in the 1960s, and current concerns with development activities of today. Early in the project, the project team recognized that the best way to reach the community was to be *in the community* as much as possible, connecting in a variety of ways:

- **Listening Sessions:** The team held multiple meetings with residents and stakeholders to listen deeply to their stories, their dreams, and their desires for their neighborhood, as well as their fears and their anger about the past. Participants identified several key concerns, some of which have already been addressed by the City as quick wins.
- **Stakeholder meetings:** The team met with several community stakeholders to better understand the history of the area and the issues important to residents now.
- **Steering Committee:** The Steering Committee has met periodically to provide feedback on the information gathered and analysis completed.
- **Intercept Surveys and Pop-Up Events:** To reach a more representative sample of stakeholders, the team fanned out within the community at various locations and times to connect with community members; some locations/events included the MLK Jr. Recreation Center, Veronica's Café, and Juneteenth parade.
- **Visioning Workshop:** One meeting was held to share preliminary concepts with the public and to collect feedback. The project team also asked community members to draw their ideal SEDAP boundary. This allowed participants to give their individualized interpretation of Southeast Denton without predetermined options.
- **Visual Preference Surveys and Establishing the Boundary:** Using the information gathered at the Visioning Workshop, the team once again went out into the community, specifically to determine the preferred housing and commercial building styles and finalize the study area boundary. The data previously collected was aggregated into three possible boundary maps, and participants were asked to vote on the map which best represented their idea of Southeast Denton.
- **Implementation Workshop:** The team met with staff from various agencies and entities in Denton County, such as the appraisal district, the county, and the housing authority, as well as various City of Denton departments, to understand solutions and limitations in addressing various community concerns and desires.



The findings from the engagement efforts were presented to the Steering Committee for feedback and validation at their June 23, 2023, August 25, 2023, and February 15, 2024 meetings and coalesced into the following overarching themes:

- Improve communication between the City and the neighborhood
- Create standards for housing, ensure long-term affordability, and address displacement concerns
- Maintain cherished community assets
- Improve infrastructure
- Preserve Denton’s history and remember the lessons of Quakertown
- End the pattern of neglect and begin to heal the area

The results and themes from these community engagement efforts, combined with the existing conditions analysis, create a foundation for the plan elements which are discussed in the paragraphs below: vision statement, desired outcomes, goals, strategies, and implementation.

### **VISION STATEMENT**

The Vision Statement expresses the community’s collective values and a description of what the community wants to become in the future. It reflects the community’s beliefs and culture with a positive, forward-looking, and aspirational message for the future generation.

On February 15, 2024 the Southeast Denton Area Plan Steering Committee recommended the following draft vision statement, which is based on input received from public engagement events.

**“Our vision for Southeast Denton is a harmonious future that ensures a diverse, resilient and inclusive community for generations to come. We will be a vibrant community that the City cultivates trust with, cherishes and preserves our rich Black history and culture, discourages gentrification, ensures shared prosperity, and elevates the overall quality of life through strategic investments.”**

### **DRAFT STRATEGIES**

The project team engaged with the community using intercept surveys to garner feedback on the draft strategies. The majority of community members who reviewed the strategies were in support. On February 15, 2024, the project team presented the vision statement, outcomes, and strategies to the Steering Committee for feedback, validation, and adjustments. The Steering Committee discussed each recommendation at length and endorsed the 19 strategies outlined below:

- **Strategy 1.1: Develop and Implement an Anti-displacement Action Plan Specific to Southeast Denton Study Area.** Anti-displacement plans are used in neighborhoods experiencing rising rents and home prices. The purpose of this plan is to protect existing residents and give them more time and ability to choose whether they want to move and under what circumstances. When residents prefer to stay in their existing homes, these policies can offer financial and technical assistance to allow them to stay and benefit from improved access to high-quality amenities and infrastructure. In the instances where residents decide to move, policies can support their transition into new homes – either in the existing neighborhood or in a neighborhood of their choice. (For example, The University of Texas at Austin has developed an anti-displacement toolkit named the Uprooted Project.)
- **Strategy 1.2: Create and Implement a City Communication Strategy Specific to Southeast Denton Study Area.** A communication strategy is a plan that outlines how the City will communicate with Southeast Denton residents. It includes a set of goals and objectives, key messages, communication channels, tactics, and metrics to measure the success of the



communication efforts. Good communication is vital for building trust, encouraging citizen compliance, and creating a sense of community in everyday interactions. Effective communication can help city staff and officials bridge the gap between the City Hall and the Southeast Denton residents to build understanding and support that will ultimately improve the lives of residents.

- **Strategy 1.3: Develop a program to recruit more Denton 360 participants from Southeast Denton.** Denton 360 is an educational program which takes Denton residents and business owners behind the scenes for a city government learning experience. Alumni often become informal ambassadors for the local government, share information with their neighborhoods, and serve on advisory boards. Some even run for elected office.
- **Strategy 2.1: Use Historic Preservation tools and incentives to recognize the built environment and the families who created it.** Southeast Denton is home to the descendants of families who settled here after being removed from their homes in nearby Quakertown. Because of this painful history and the decades of injustices that followed, community members planted deep roots in Southeast Denton that are still alive today. The fear of gentrification is not just about the fear of being forced out of one's home or neighborhood. It is also the fear of no longer recognizing the place and people that were once called home. Protecting the essential character of Southeast Denton's buildings will make this community stronger.
- **Strategy 2.2: Develop and implement a Southeast Denton History and Cultural Roots Preservation Program.** An Arts and Cultural Roots Preservation Program ensures that the historic integrity of a site/area is not lost. Preserving the art and cultural roots of Southeast Denton's Black history acknowledges the past harm and signals to the community a determination to do better. Maintaining a connection to the past also provides a sense of unique identity, inclusion, and belonging to the entire community. This program aims at communicating Southeast Denton's history and culture in public spaces to ensure that whatever demographic changes occur in the future, the physical environment would preserve and maintain remembrance of the area's culture roots. Harlem in New York is a good example of maintaining the Black roots/history of an area.
- **Strategy 3.1: Develop and Implement People Based Economic Development Specific to Southeast Denton Study Area.** People-based economic development strategies focus on supporting the people in a community so that they can thrive. They strengthen small businesses, provide needed social services, and concentrate on building capacity. These strategies acknowledge the realities of community members' lives, including a need for flexible daycare opportunities, workforce education, mentoring opportunities, support for young people, and crime reduction and safety.
- **Strategy 3.2: Develop and Implement Place-Based Economic Development Specific to Southeast Denton Study Area.** Place-based economic development strategies focus on supporting the built environment of an area by enhancing buildings, infrastructure, and other physical improvements. These strategies provide suitable spaces for small businesses to incubate, offer gathering spaces for people to exchange ideas, and activate new clusters of economic activity. They acknowledge the realities of community members' lives, including a need for revitalized buildings, improved aesthetics, and mixed uses where people can work, live, play, and share ideas. This strategy can also kickstart and advance larger investments or broader organizational/community goals.
- **Strategy 3.3: Establish a Neighborhood Empowerment Zone to spur community investment, reduce taxes for homeowners, and increase affordable housing opportunities.** Texas law allows cities to create Neighborhood Empowerment Zones (NEZ) to incentivize the creation or renovation of housing affordable to households in the zone and to improve the quality of life for residents in the zone. An NEZ can spur community investment, reduce taxes for homeowners and commercial property owners, and increase affordable housing opportunities. Within an NEZ, the City can encourage actions such as renovation and new construction of affordable housing, investing in a new business, or improving commercial space in exchange for development fee reimbursements, property tax abatements, and sales tax refunds. The City can add additional requirements to the



program, such as requiring that new construction happen only on vacant land, requiring a minimum amount of private investment, or requiring that a business have a minimum number of new employees from the neighborhood.

- **Strategy 4.1: Establish overlay districts to protect existing neighborhood character.** Creating overlay districts can help long-term residents strengthen their neighborhoods, stabilize property values, and build safe communities for their families by allowing missing middle housing, but maintaining existing architectural detailing, landscaping, height, and setback requirements. Residents have conveyed that they welcome new development in Southeast Denton if it respects the scale and feel of the existing neighborhood. Developments such as appropriately-sized duplexes, triplexes, small apartment buildings, and pocket neighborhoods clustered around a central courtyard or greenspace and walkable-scale retail, restaurants, and small businesses that could nestle gently into the existing neighborhood fabric. This strategy could protect established neighborhoods while allowing for investment and redevelopment. Additionally, maintaining the existing small-scale zoning may slow the rate of land value growth within the established neighborhoods, which would help existing homeowners stay in their homes.
- **Strategy 4.2: Rezone industrial areas through City-initiated action to ensure all permitted uses and design standards are consistent with the desired outcomes of the Southeast Denton Area Plan.** Incompatible or nonconforming industrial and heavy commercial land uses should be relocated out of Southeast Denton to make way for development which is compatible with the existing neighborhood character and consistent with the community's vision. It should be noted that no City-initiated rezoning should go forward without extensive public outreach for both the neighborhood and industrial property owners to ensure all who are impacted fully understand the costs/benefits of such an action and any potential uses that could develop. Should these uses continue to remain, the City must work with the property owners and businesses to reduce the visual and operational impacts for the nearby residential neighborhoods.
- **Strategy 4.3: Establish Southeast Denton as a Neighborhood Revitalization Strategy Area.** The Department of Housing and Urban Development (HUD) allows cities to designate Neighborhood Revitalization Strategy Areas (NRSAs) through Community Development Block Grant (CDBG) funding. NRSAs have two key benefits:
  - They are designed to support cities and non-profit organizations in their efforts to collaborate closely with designated communities to create transformative revitalization, and
  - They offer significant additional flexibility in federal funding rules.This additional HUD funding can benefit Southeast Denton in neighborhood initiatives and activities such as residential tree planting programs, do it yourself (DIY) home repair classes, volunteer-run home improvement and maintenance programs, home improvement mentoring programs, and women-centric home repair classes that provide a comfortable space for women to teach each other handy skills.
- **Strategy 4.4: Increase Access to Capital in Southeast Denton Study Area by Creating a Consortium of Banks for Mortgage Lending.** Creating a group of banks, lending professionals, and community members can facilitate more open communication, foster collaboration, and discover new opportunities for community members and Denton's financial institutions.
- **Strategy 5.1: Upgrade the Existing Parks in Southeast Denton to Higher-Quality Parks.** Southeast Denton has two parks, two recreation/community centers, publicly owned open space, and creeks running through the neighborhood. The MLK, Jr. Center and the American Legion Hall Senior Center are well-used, local hubs of programming and activity. Additional investment in Southeast Denton's park facilities will strengthen their ties to the community and contribute to neighborhood pride. In addition to the existing parks and facilities, the creek and adjacent publicly owned property offer opportunities for beautifying Southeast Denton and adding to the green space in the area.
- **Strategy 5.2: Enhance the Physical Quality of Public Infrastructure through Stormwater Management Systems in Southeast Denton.** Develop a stormwater management infrastructure in



the area that integrates principles of artful rainwater design (ARD), blue green infrastructure (BGI), and low impact development (LID). Some examples of the design elements that serve as both utility and amenity are rain gardens, bio swales, culvert removal, reintroduction of native vegetation and animals and nature reconnection and restoration. Southeast Denton's abundant green space, trees, and creeks provide an opportunity for the city to improve stormwater management and add to the City's park space at the same time. Prioritizing shared-use and multi-benefit nature-based infrastructure including best management practices (BMP) to reduce flooding and improve stormwater retention in Southeast Denton will also result in expanded open space and beautification of the area.

- **Strategy 5.3: Enhance the programming and city sponsored events in existing parks and recreation centers in Southeast Denton Study Area.** Park programming is a way to increase the functionality of a park by making the space more effective and increasing usage by providing memorable experiences for everyone. Community events bring a community together for holidays or regional celebrations and create an avenue for a collaborative and inclusive interaction among the diverse populations and cultures in Southeast Denton. The main benefit of hosting events and festivals in Southeast Denton would be access to entertainment for the residents. Other benefits for the community would be to capture temporary jobs, increase in sales tax receipts, improvement in quality of life, increase in tourism/business awareness of Southeast Denton and the region. This can help repair the perceptions in and around the study area.
- **Strategy 6.1: Develop Street Cross Sections that Improve Safety for all People Regardless of the Mode of Transportation.** Developing new cross sections involves reconfiguration of existing roads to include on-street improvements such as traffic safety measures and pedestrian and bicycle facilities to enhance connectivity and safety on the roadways. Currently, most of Southeast Denton's main roads have sufficient right-of-way to re-purpose them in a number of different configurations that could include either on or off-street separated bicycle paths, wider sidewalks, street plantings, and adequate travel lanes. Both interim (immediate and low-cost solutions) and permanent solutions are recommended to achieve this strategy. The proposed street cross sections would allow residents to choose from various modes of transportation, make navigation across Southeast Denton safer for people, especially children and people with disabilities, reduce carbon emissions by encouraging alternative modes of transportation (walking, biking, public transit), beautify the community, and help to spark economic growth by giving context to commercial developments next to the repurposed roadways.
- **Strategy 6.2: Prioritize Improved Pedestrian and Bike Connection and Safety.** Buffered wide sidewalks, protected bike lanes, and good intersection designs are not only important for safety but can tap civic and economic potential, infusing overbuilt or underutilized spaces with street life. Together these roadway elements, when designed correctly are responsible for not only improving and connecting routes and destinations in communities but also for enhancing safety and the public realm. Studies show more people bike and walk in communities where improvements such as safer sidewalks, pedestrian crossings, and protected bike lanes have been made. Making walking and biking easier can help Southeast Denton improve safety, increase interaction between residents, improve local economy, and reduce air pollution.
- **Strategy 6.3: Develop a Network of Trails Through the Existing Open Spaces and Drainage Easements to Connect Residential, Commercial, and Public Places (Parks, Schools etc.) to Form an Active Transportation Network Both Within and Outside Southeast Denton Study Area.** Southeast Denton study area is mostly built-out, but there are publicly owned lands around drainage areas and creeks as well as existing parks and wide rights-of-way. Together, these provide an opportunity to develop off-street trails and linear parks while creating a safer system for walking and biking in Southeast Denton. These trails would connect people and places in the community, provide a social infrastructure to maintain the strong neighborhood bonds, encourage a healthy lifestyle with easy access to active recreation and travel, protect the environment, increase the value of nearby properties, and increase social equity by providing an affordable mobility option.



- **Strategy 6.4: Strengthen the connections to downtown and surrounding neighborhoods for all modes of transportation.** The Proposed Mobility Plan together with Strategy 6.3 will work to improve the connections to downtown.

## **IMPLEMENTATION ELEMENTS**

On June 20, 2024, the project team presented the Implementation chapter of the plan to the Steering Committee for feedback and validation. The Steering Committee reviewed the material in detail and provided comments during a 3.5-hour meeting. Their comments and suggestions have been incorporated into the final draft of the plan. Ultimately, the Steering Committee endorsed all of the implementation elements summarized below:

- **Action Plan Matrix** – This document breaks down the strategies outlined above into a variety of steps. It is a roadmap of the actions, agencies, and funding needed to make the goals and strategies in the plan a reality. Additionally, each step has been assigned a time frame: short-term, mid-term, and long-term to organize and prioritize the steps:
  - Short-term actions are high-priority quick-wins intended to be accomplished in the next one to two years.
  - Mid-term actions will take longer to accomplish and should be completed in three to five years.
  - Long-term actions are intended to be completed in six to ten years.
- **Land Use Map** – The Land Use Map is an important part of both Comprehensive Plans and Area Plans, as it communicates a community’s vision for the desired uses of a given area and how those uses coordinate and complement each other to meet the needs of current and future residents. The various colors correspond to different land use designations that provide policy direction for residents, property owners, staff, and decision-makers regarding zoning decisions.
  - The draft Land Use Map reflects the community’s direction to preserve the existing single-family neighborhoods while allowing the heavy commercial and industrial uses along Shady Oaks Drive to redevelop with moderate-density housing and community-serving retail and service uses. It modifies the existing Future Land Use Map in the Denton 2040 Comprehensive plan by reducing the area that may be influenced by Downtown and providing a smoother transition to the single-family neighborhoods.
- **Future Overlay Districts Map** – The Future Overlay Districts Map provides further guidance for zoning actions by reaffirming the community’s desire to protect the established neighborhoods with four proposed overlay areas:
  - A Height Overlay to ensure that any new construction is compatible in scale to the residential areas.
  - A Residential Overlay to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.
  - A Commercial Overlay that focuses on walkable neighborhood design and uses, including, but not limited to, limiting building height, removing barriers to redevelop smaller infill lots, reducing parking and requiring it to be located behind buildings, requiring enhanced front elevations such as larger windows and pedestrian-scaled entrances, and ensuring larger tracts include a well-defined, walkable transportation network.
  - A Live/Work Overlay that focuses on allowing entrepreneurial spaces, including small retail uses such as a bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single-family home with a portion being used as a residence simultaneously.
- **Conceptual Street Sections** – Over the last year, the public engagement has revealed that the community desires streets that are well-designed to accommodate all ages and a variety of transportation modes. Safety (particularly at intersections) and connectivity were a top priority for



many residents and stakeholders; therefore, the plan has reimagined several streets in Southeast Denton with those priorities in mind. The street concepts repurpose existing street rights-of-way where possible, while achieving the vehicular travel lanes, on-street parking, and multimodal elements desired by the community. The concepts also depict the overall goal for the street design for a majority of the street length recognizing there may be some engineering design concessions having to be made due to existing constraints within the existing built environment. Historic areas of any community often present challenges for mobility planning—existing right-of-way widths can be narrow and the community’s travel patterns are well established. Therefore, it is critical that before street design begins, the City work with residents to ensure that the final design meets the needs of those who are most affected. Lastly, the street designs proposed are generally consistent with the 2022 Mobility Plan direction to provide complete streets, thereby taking into account the various transportation modes desired by the community.

### **PLANNING AND ZONING COMMISSION**

A public hearing was held at the July 17, 2024 Planning and Zoning Commission meeting. The project team presented a summary of the Southeast Denton Area Plan background and public engagement and highlighted significant action steps in the plan. Approximately 20 members of the public attended the meeting and seven provided comments to the Commission (on the speaker’s cards, two indicated support for the plan, five did not indicate support or opposition). The concerns/comments included the following:

- **The recent increase in appraisal values, impacting affordability.**
  - This concern was shared by the community during the Listening Sessions held in April and June of 2023; therefore, it was a priority for the project team to address this issue within the plan. The Southeast Denton Area Plan includes a goal to *strengthen neighborhoods and housing affordability* and a variety of action steps to assist current and future residents. These include pre-approved accessory dwelling unit designs, home repair grants, establishing a Neighborhood Empowerment Zone, and coordination with Denton Central Appraisal District to ensure equitable appraisals.
- **Fears of future displacement of residents.**
  - This concern was also communicated by the residents over the last year. As explained in the bullet point above, several Southeast Denton Area Plan strategies focus on protecting the existing neighborhoods and improving affordability in order to minimize any potential displacement of residents. Additional strategies include creating overlay districts to ensure any new development is compatible with the current development scale and use and an adjustment to the Future Land Use Map to minimize the potential impacts of future development surrounding the DCTA train station. Economic strategies are also included in the plan to encourage community-serving businesses and support entrepreneurship and small businesses.
- **Although efforts to reach the community were robust, some residents and property owners stated they were not aware of the Southeast Denton Area Plan.**
  - As a community-focused plan, the project’s extensive public engagement was adapted throughout the duration of the project to reach as many residents, business owners, and other stakeholders as possible, including:
    - Mailed postcards to residents and property owners at the onset of the plan,
    - Distributed of flyers explaining the project and upcoming meetings at various locations, including area restaurants, community centers, a day care center, an area church, and salons
    - Provided monthly project updates during SEDNA meetings
    - Held community meetings within the study area (both Listening Sessions and Visioning Workshop)
    - Conducted intercept surveys at strategic locations within the project area such as La Sabrocita, MLK Jr. Recreation Center, and Veronica’s Cafe



- Published online surveys
  - Maintained a project website on Discuss Denton for the duration of the project
  - Participated in community events (pop-up tables with activities) such as Juneteenth, National Night Out, Black History Month, Back to School at MLK, Jr Recreation Center, and Hispanic Heritage Month
  - Provided regular project updates with the Planning and Zoning Commission and Steering Committee
  - Submitted press releases to Denton Record Chronicle
  - Used social media to advertise community meetings, including Facebook, X (Twitter), Instagram, and NextDoor
  - Posted signs for Visioning Workshop and public hearing
  - Reached out to area churches
  - Asked Steering Committee and community leaders to spread the word about the project
- Even with the engagement efforts over the last year, reevaluation and improvement is always needed to ensure effective communication. Therefore, the Southeast Denton Area Plan includes *Strategy 1.2: Create and Implement a City Communication Strategy Specific to Southeast Denton Study Area* to tailor the messages and media for residents and property owners.

At the close of the public hearing, the Planning and Zoning Commissioners expressed support for the plan and encouraged staff to move quickly on accomplishing the short-term action items.

### **OPTIONS**

1. Approve
2. Approve with conditions
3. Deny
4. Postpone Item

### **RECOMMENDATION**

The Planning and Zoning Commission recommended **approval** of the proposal (5-0) with an additional page depicting the preferred images from the Visual Preference Survey.

Staff recommended **approval** of the Southeast Denton Area Plan, an amendment to the Denton 2040 Comprehensive Plan, as presented.

### **EXHIBITS**

Exhibit 1 - Agenda Information Sheet  
 Exhibit 2 - Draft Southeast Denton Area Plan  
 Exhibit 3 - Presentation  
 Exhibit 4 - Draft Ordinance

Respectfully submitted:  
 Tina Firgens, AICP  
 Deputy Director of Development Services/  
 Planning Director

Prepared by:  
 Julie Wyatt, AICP  
 Principal Planner

Mia Hines, AICP  
 Senior Planner





## **Southeast Denton Area Plan**

# FINAL REPORT

JULY 23, 2024









# ACKNOWLEDGEMENTS

The honest, heartfelt, and constant input and participation of the residents and stakeholders of Southeast Denton have made this plan a reality.

## CITY COUNCIL

- Mayor Gerard Hudspeth
- Vicki Byrd, District 1
- Brian Beck, District 2
- Paul Meltzer, Mayor Pro Tem, District 3
- Joe Holland, District 4
- Brandon Chase McGee, At-Large Place 5
- Jill Jester
- Chris Watts (Former Council member, At-Large Place 6)

## STEERING COMMITTEE

- Alexandria Valdez, Resident Under the Age of 40
- Raymond Redmon, Property Owner
- Rev. Reginald Logan, Faith Leader
- Clifton Maxfield, Business Owner
- Jacob Moses, Housing Advocate
- Frances Punch, Parks, Recreation & Beautification Board Member
- Paul Juarez, LULAC
- Howard (Will) Clark, Resident
- Sherica Campbell, Resident

## CITY STAFF

- Sara Hensley, City Manager
- Cassey Ogden, Assistant City Manager
- Scott McDonald, Development Services Director
- Tina Firgens, AICP Development Services Deputy Director, Planning Director
- Hayley Zagurski, AICP Assistant Planning Director
- Keisha Cyriaano, Assistant Planning Director
- Julie Wyatt, AICP Principal Planner
- Mia Hines, AICP Senior Planner
- Cameron Robertson, AICP Historic Preservation Officer
- Brittany Sotelo, Director of Economic Development
- Gary Packan, Director of Parks and Recreation
- Dani Shaw, Director of Community Services

## PLANNING AND ZONING COMMISSION

- Jason Cole
- Margie Ellis, Chair
- Desiree J Padron
- Eric H. Pruett
- Kimberly Thaggard
- Jordan E. Villarreal
- Tim Smith (Former P&Z Member)
- Donald D McDade (Former P&Z Member)

## HDR/MCADAMS TEAM

- Mitchell Silver, FAICP Project Advisor, McAdams
- Shai Roos, AICP Project Manager, HDR
- Pam Thompson, Senior Planner, HDR
- Earnest Lloyd, Senior Economist, HDR
- Isa Reeb, Senior Planner, HDR
- Matthew Siegle, Planner II, HDR
- Xochilyn Davis, Planner, McAdams
- Eliza Monroe, AICP, Project Planner, McAdams
- Allison Holbrooks, Graphic Designer, McAdams
- Mehak Saroha, Planner I, HDR
- Hannah Watson, Urban and Landscape Designer, HDR
- Shweta Nanekar, Project Manager, McAdams
- Tony Pham, Intern, HDR
- Ella Feng, Graphic Designer, HDR

**"Southeast Denton shows the world what unity looks like!"**

SOUTHEAST DENTON AREA PLAN





# Table of Contents

INTRODUCTION .....	5
The Story of Southeast Denton.....	8
Previous Planning Efforts.....	9
EXISTING CONDITIONS.....	13
People.....	14
Economy .....	16
Place .....	18
COMMUNITY ENGAGEMENT .....	43
Listening to the Community.....	44
Vision for Southeast Denton.....	50
RECOMMENDATIONS .....	51
Desired Outcomes.....	52
Goals.....	52
IMPLEMENTATION STEPS .....	70



# INTRODUCTION

The Southeast Denton Area Plan (SEDAP) aims to rebuild trust between the City and the community.



DENTON  
COUNTY

14  
E. McK



## PURPOSE OF THE STUDY

The Southeast Denton Area Plan (SEDAP) aims to rebuild trust between the City and the community, incorporate resident and stakeholder ideas and aspirations, and provide recommendations for strategies and implementable action steps to address resident concerns, encourage investment in the community while minimizing displacement, and provide guidance for future land use decisions.

## THE STUDY AREA

The community worked together to establish the SEDAP study area boundary.

The area includes an approximately 600-acre core, generally bounded by McKinney Street to the north, Bell Avenue and Dallas Drive to the west, Teasley Lane and Shady Oaks Drive to the south, and Woodrow Lane to the east (Figure 1). Because the community expressed concerns about the potential impacts of redevelopment beyond the core boundaries, planning for this area also includes a transition area north of McKinney Street, east of Woodrow Lane, and south of Shady Oaks Drive/Teasley Lane to provide land use guidance between SEDAP and the adjoining neighborhoods.

## PLANNING PROCESS

The planning process began by listening.

By listening to the Southeast Denton community to incorporate their solutions, dreams, and ideas, this plan attempts to strengthen the Southeast Denton area for existing and future residents and stakeholders as well as those interested in joining this cohesive, connected community in the future.

Through the planning process, this plan:

- Identified those areas that are important to residents and stakeholders for preserving the cultural character of the Southeast Denton neighborhoods.
- Addressed the development pressures being felt within and adjacent to the study area.
- Identified areas where change can occur for the advancement of the neighborhood and overall community.
- Suggested ideas for future improvements – transportation, housing, connectivity, parks & open space, and overall quality of life in the community.
- Recommended capital improvement projects and policy changes for future improvements.

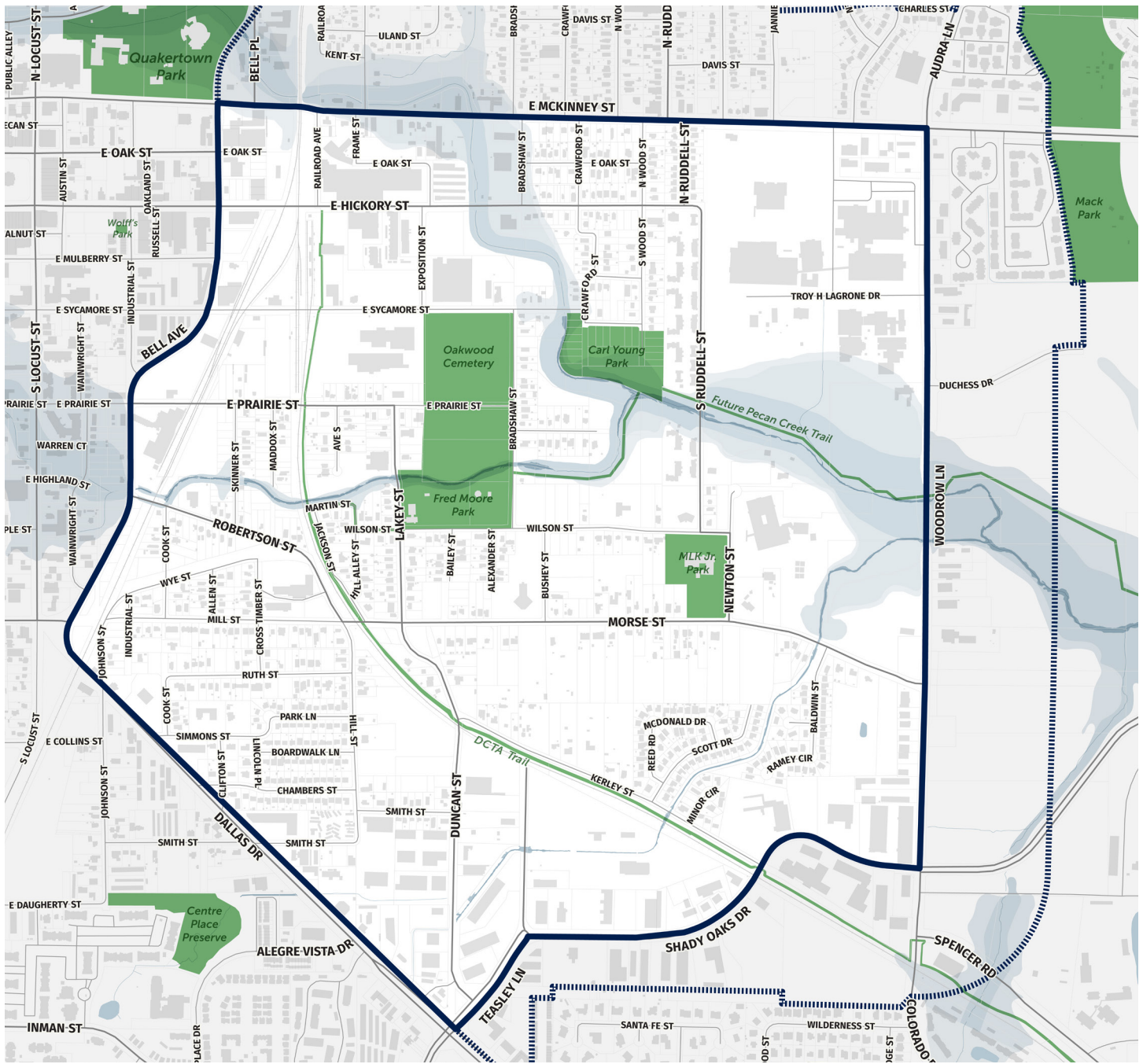


Denton Main Street Association




### FIGURE 1. PROPOSED STUDY AREA BOUNDARY

Source: HDR



 Proposed Southeast Denton Area Plan Boundary



Proposed Transition Area Boundary



# The story of Southeast Denton

In the late 1800s, Black families and freed slaves moved to the Denton area and established several flourishing Black communities, including a neighborhood called Quakertown, which was bounded by Oakland Avenue, Withers Street, Bell Avenue, and McKinney Street, northeast of the Denton County Courthouse and just south of the then-segregated College of Industrial Arts (now Texas Woman's University). Quakertown thrived as a prosperous, middle class Black neighborhood into the early 1900s. However, in the first decades of the twentieth century, College and City leaders decided Quakertown's proximity to the College was concerning and hampered the future success of the College. In the early 1920s, under the pretense that the town desperately needed a civic center park and the misconception that a thriving Black community constituted "blight," the City used federal funds to force the community's displacement. By 1923, nearly seventy homes, dozens of businesses, and a community center had either been torn down or forcibly relocated to the southeastern part of the city now known as Southeast Denton.

The neighborhood once known as Quakertown became Civic Park, eventually renamed to Quakertown Park, and today hosts City Hall and other City facilities.

Although it has been almost a century, the trauma of the forced relocation has remained. Many of the long-term residents and their families have not forgotten what happened, and the destruction of their homes and property caused huge financial setbacks. Forty years after Quakertown, in 1966, displacement was threatened once again. The City proposed an urban renewal bond that, if approved, would have demolished 185 acres of homes, clearing the way to sell the property to a private developer. The bond was defeated by community members who organized opposition, but the long-term impacts of the City's actions formed a multi-generational distrust of local government that continues today.

While the City has made efforts to lessen the distrust by investing in park and street improvements in the Southeast area, a concerted and cohesive acknowledgment of the harm caused by the forced relocation of Quakertown families is long overdue. Furthermore, recent development proposals adjacent to and within Southeast Denton have raised concerns from the community about the past repeating itself. The residents of Southeast Denton are concerned about being forced out of their homes again, this time due to the development interests leading to gentrification and displacement. The mounting development interest is driven partially by growth in the Dallas-Fort Worth area and partially by Southeast Denton's proximity to downtown Denton, the University of North Texas, and Texas Woman's University.

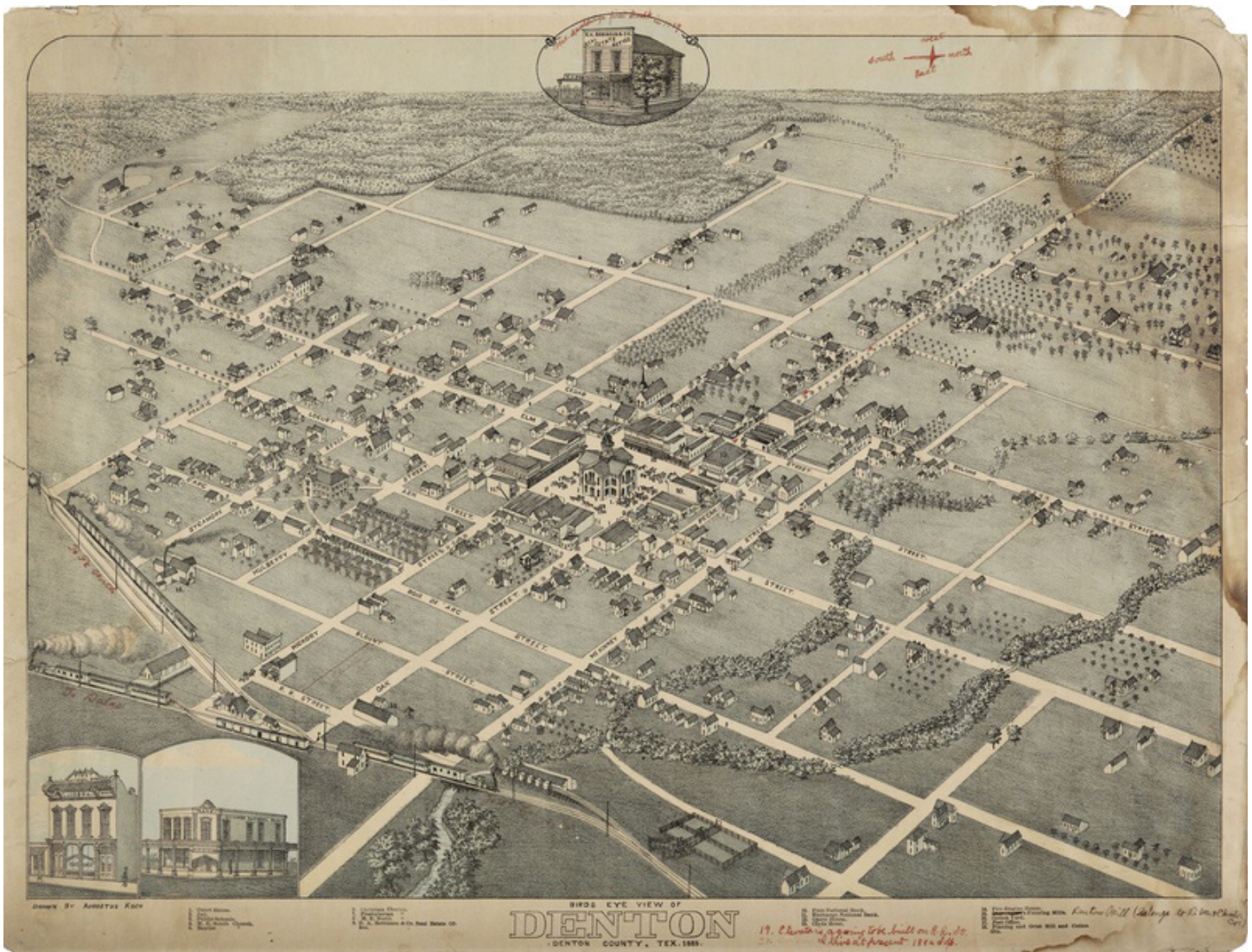
The Southeast Denton Area Plan is the first step in the effort to heal the past harm and to ensure a bright future supported by the residents.

This history sets the framework for analysis of the community and its built environment. The lived experience of the area's residents and their deep desire for revitalization without displacement permeates the plan's recommendations and implementation strategies.



Dallas Morning News





Original Hand Drawn Denton TX Aerial View Map. (1883)Source: TexasHistory.unt.edu

## Previous Planning Efforts

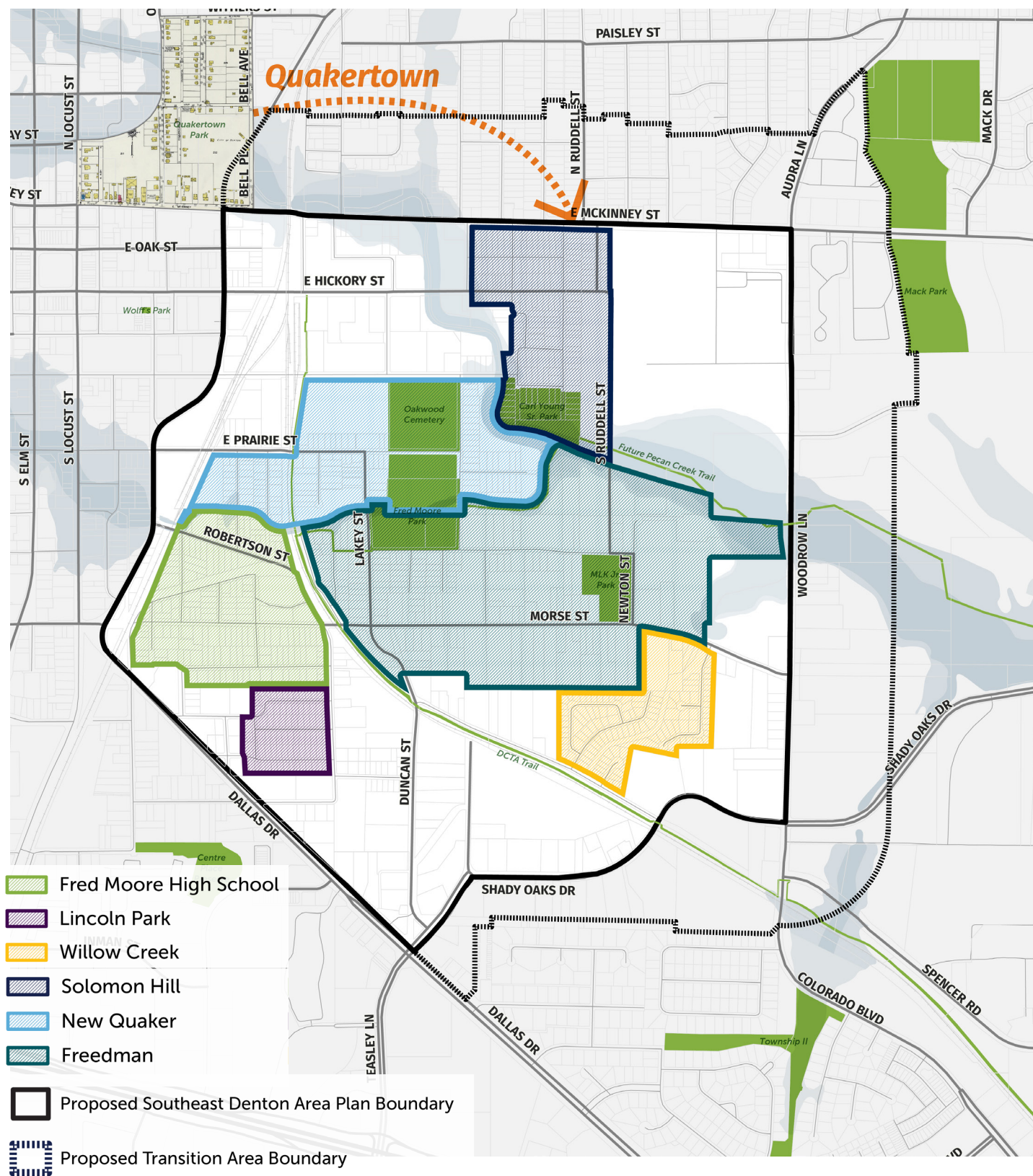
Key relevant concepts and recommendations from past studies:

- **Accommodate all modes of travel** by improving bike paths, sidewalks, and crosswalks and by slowing vehicle speed.
- **Invest in and maintain cherished community assets** such as parks and recreation centers.
- **Empower neighborhoods** with funding for home repairs and assistance with creating community programs.
- **Support small, local businesses** with better access to capital and a business incubator space.
- **Create new and strengthen existing youth programs** to strengthen Denton's talent pipeline.
- **Establish a historic or conservation district** to preserve the character of an area.



**FIGURE 2. ORIGINAL QUAKERTOWN NEIGHBORHOOD AND SOUTHEAST DENTON NEIGHBORHOOD MAP**

Source: Historic Denton Inc





## THIS PLAN BUILDS ON THESE PREVIOUS PLANNING EFFORTS:

### DENTON 2040 COMPREHENSIVE PLAN, ADOPTED MARCH 2022

2040 Comprehensive plan identifies several Focus Areas and calls for area plans for these Focus Areas. The 2040 Plan identifies the Southeast Denton area as a Center Focus Area and recommends several design principles, including: orient buildings along streets; accommodate all modes of travel; establish transitions between large-scale and small-scale development; complement the scale and architectural features of surrounding development; reduce parking standards.

### CITY OF DENTON PARKS, RECREATION, AND TRAILS MASTER PLAN, ADOPTED MARCH 2022

The study area is home to Fred Moore Park, Carl Young Sr. Park, Oakwood Cemetery, MLK Jr. Recreation Center, American Legion Senior Center, the DCTA Rail Trail, and the future Pecan Creek Trail. The Parks Plan identified several gaps and recommended improvements in the City's parks system, laying the foundation for meeting the residents' desires for equitable investment in public spaces and amenities, in line with quality seen in other areas of the city.

### MOBILITY PLAN, ADOPTED 2022

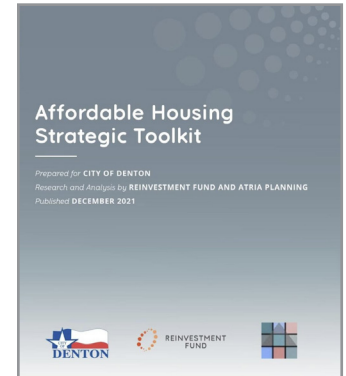
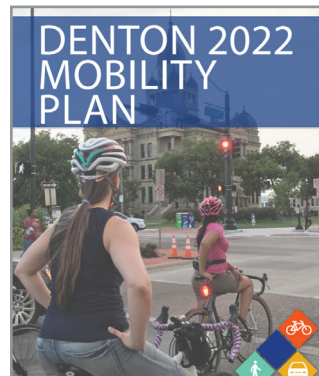
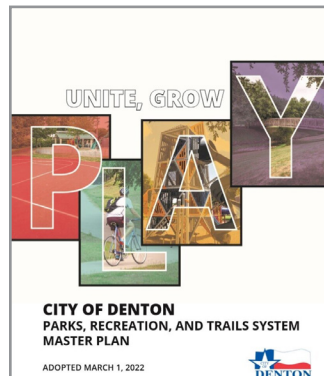
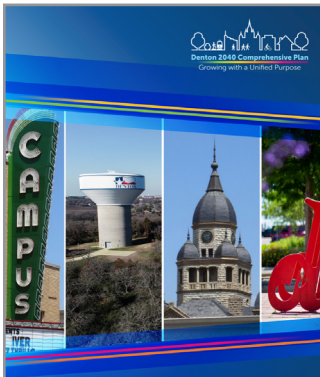
The Mobility Plan identifies roadway, bicycle, and pedestrian facilities. Plan goals include prioritizing safe multi-modal travel, creating an effective travel network that supports adjacent land use, facilitating active transportation, and leveraging innovation. The plan outlines multiple projects designed to improve connectivity in Southeast Denton.

### AFFORDABLE HOUSING STRATEGIC TOOLKIT, PUBLISHED DECEMBER 2021

This toolkit and housing needs assessment identified several housing needs in the city, including rental and owner-occupied affordable housing for low income households, housing support for seniors, permanent supportive housing, and housing options for low income families in areas of opportunity.

The toolkit recommends several strategies, including infill development, targeted zoning relief, an increase in construction-related workers, preservation of existing housing, and improved access to education.

These identified needs and tools parallel residents' desires for a wider variety of housing and support for maintaining their homes.



Together, these plans lay the foundation for the future of Southeast Denton. Results from the listening sessions and visioning workshop show a community that has long felt ignored and sidelined, but with careful, inclusive planning, current and future residents and stakeholders in Southeast Denton will benefit from City and private investment.

This plan seeks to acknowledge past harms, apologize for those harms, and atone through recommendations and implementation steps that meet the needs and desires of the current and future residents of Southeast Denton.

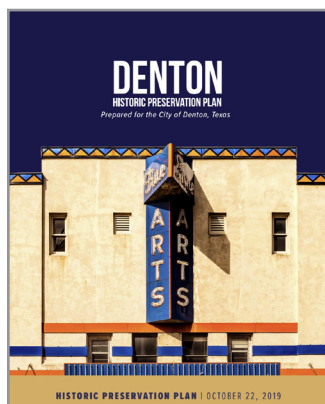






### **ECONOMIC DEVELOPMENT STRATEGIC PLAN, ADOPTED DECEMBER 2020**

The Economic Development Strategic Plan focuses on goals and strategies to make the City's economic development efforts more intentional and effective. Several strategies from the Economic Development Strategic Plan apply in Southeast Denton, such as the Creative Denton strategies that call for strengthening entrepreneurship, increasing access to capital, and strengthening youth programs to strengthen the city's talent pipeline. The plan also calls for Denton to strengthen community inclusion by supporting affordable housing, broadening federal grant programs, and increasing multi-tenant housing.



### **DENTON HISTORIC PRESERVATION PLAN, ADOPTED 2019**

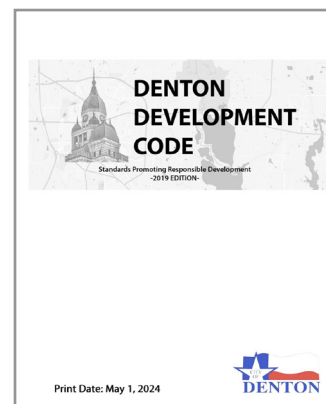
The Historic Preservation Plan identifies and outlines the vision, goals, and strategies for enhancing and strengthening Denton's historic preservation program, recognizing that effective long-range planning can help identify, protect, and manage significant historic resources and key elements of a community's built environment. The plan's goals call for the City to document, inventory, and preserve Denton's historic resources, including designating future historic and conservation districts. The plan also calls for creating new tools, incentives, and other programs that maintain the livability of Denton's historic neighborhoods.

The Historic Preservation Plan lays out tools that can be used to preserve the important history of Southeast Denton, restore the homes remaining from the 1920s, and support residents' desire to remain in and preserve their neighborhoods.



### **CITY OF DENTON SIMPLY SUSTAINABLE STRATEGIC PLAN FOR DENTON'S FUTURE, ADOPTED JUNE 2020**

Simply Sustainable establishes a framework for improving quality of life, protecting the environment, and creating economic opportunities. Sustainability initiatives of this plan and strategies such as constructing the Pecan Creek Trail system, improving active transportation options, improving the urban tree canopy, etc. will continue to improve the sustainability of the SEDAP study area.



### **DENTON DEVELOPMENT CODE, ADOPTED 2019 (ONGOING UPDATES)**

The Denton Development Code (DDC) regulates the subdivision of land and provides standards and guidance for properties based on zoning district, land use, and permitted activities. It is one of many tools used to implement the City's long-range planning efforts.

Zoning tools available in the DDC support the community's desire for a variety of housing types and additional investment in the area without displacement.



# EXISTING CONDITIONS

An evaluation of demographics, land use, housing, retail, gathering places, parks, mobility, and a variety of other socioeconomic and physical characteristics of the area to understand the gaps in service and the needs of current and future residents.





# People

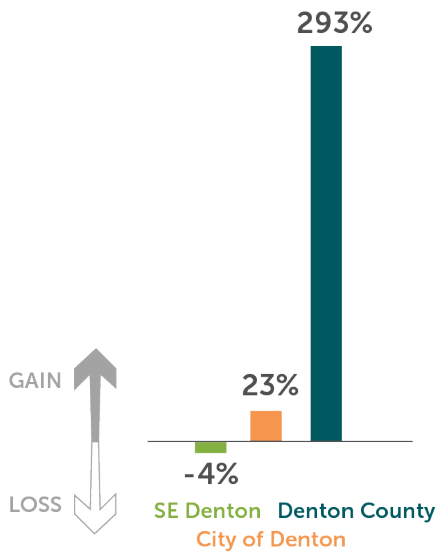
The Dallas-Fort Worth Metropolitan area (DFW) grew rapidly over the past decade, adding more than 1.2 million people (20% of its population) from 2011 to 2021 (2021 ACS). During this time, Denton County and the City of Denton experienced higher rates of growth. Denton County’s population grew by 36%, while the population of the City of Denton grew by 25%, from 111,960 to 139,704 people.

Despite overall growth in Denton and the DFW region, the population of Southeast Denton declined by 3% from 3,367 in 2011 to 3,251 in 2021. However, the broader regional growth is now feeding development interest in Southeast Denton. Given the number of older homes and vacant parcels in the area, Southeast Denton’s population is likely to grow in the future as prospective homebuyers search for lower-cost housing, and developers see opportunity in underutilized lots. Development opportunities are leading to concerns that Southeast Denton residents will be pushed out of their homes due to increasing property taxes, rising rents, and pressure to sell their homes.

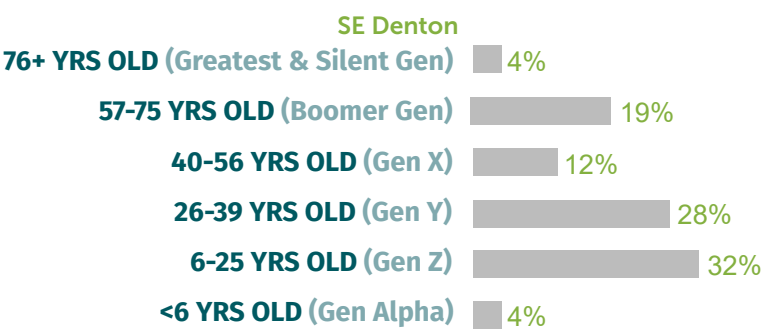
Southeast Denton is a young area with a diverse population. Only 23% of residents are 57 years or older in age, while 64% of the residents are 26 years or younger in age.



**FIGURE 3. POPULATION GROWTH FROM 2010-2021**  
Source: 2021 American Community Survey



**FIGURE 4. SOUTHEAST DENTON AGE DISTRIBUTION**  
Source: 2021 American Community Survey



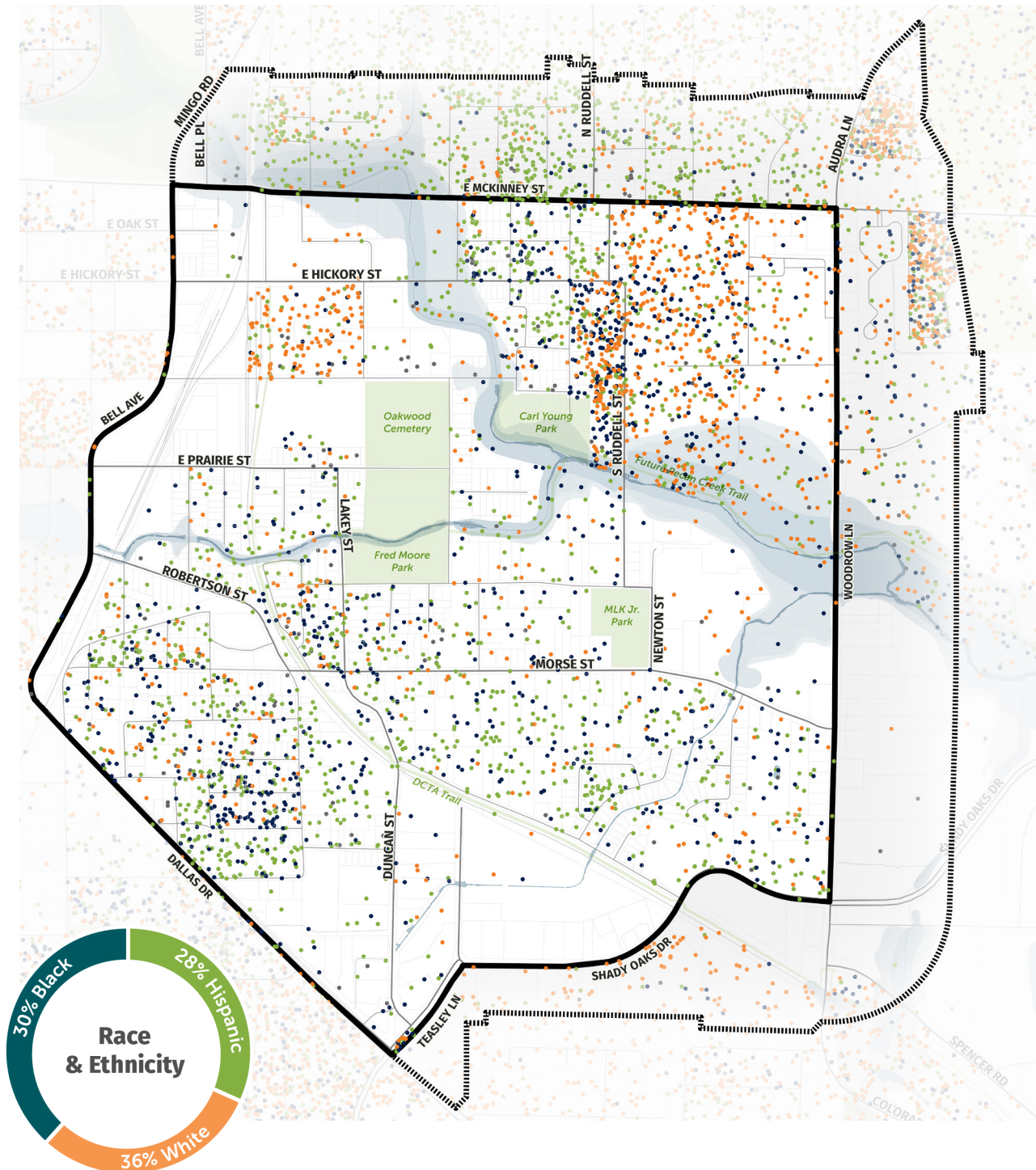


**FIGURE 5. RACE DOT DENSITY**

Source: ESRI GIS

Additionally, Southeast Denton is fairly evenly split between Hispanic (28%), Black (30%), and White (36%) populations.

Racial and ethnic groups are well-mixed, providing contrast to the segregation seen in many nearby areas. For reference, the City of Denton's overall population is predominantly White (58%), with 23% Hispanic and 11% Black residents (2021 ACS).





# Economy

Southeast Denton employment is misaligned with the workforce living in the community. Southeast Denton is home to approximately 1,435 workers, yet only 16 (1%) of them are employed in the community. The remaining workers commute out of the area to where employment in their industry is available. However, this trend is not for a lack of jobs in Southeast Denton. Approximately 1,950 workers are employed within Southeast Denton but live outside of the community.

Nearly one-third (31%) of jobs in Southeast Denton are related to transportation, warehousing, utilities, and construction alone; in contrast, less than 15% of the area's residents work in these capacities. Conversely, 26% of Southeast Denton residents are employed in Education, Healthcare, or Social Services, whereas less than 4% of local jobs are in these industries. This mismatch indicates that a large number of education, healthcare, and social services professionals live in Southeast Denton but commute out of the area to work in nearby locations, possibly due to the lower cost of housing in the community relative to surrounding areas. The community also generally lacks employment opportunities in education, healthcare, and social services, as well as retail, finance, and real estate. This employment data aligns with the lack of professional office buildings, retail establishments and healthcare clinics within Southeast Denton.

**FIGURE 6. SOUTHEAST DENTON WORKER FLOW**

Source: ESRI GIS



Denton County



**FIGURE 7. JOBS HELD BY SOUTHEAST DENTON RESIDENTS**

Source: ESRI

**JOBS IN SOUTHEAST DENTON**

These workers flow into the community to fill jobs in public administration, transportation, warehousing, utilities, construction, and professional, scientific, and technical services. Many of the jobs in these fields are hosted in the warehouse and light industrial buildings that predominate the boundaries of Southeast Denton, as well as the Denton County justice system campus.

**FIGURE 8. JOBS IN SOUTHEAST DENTON**

Source: ESRI





# Place

## LAND USE

Southeast Denton's perimeter consists of a solid barrier of industrial uses and busy arterial streets that, combined with a lack of sidewalks and bike facilities, make it difficult or impossible for residents to safely walk or bike beyond the edges of the community. As a result, residents are disconnected from essential community services. Southeast Denton lacks a grocery store and contains only a handful of places to obtain food of any kind. The community has very few retail stores and restaurants, and the retailers that do exist are predominantly pawn shops, thrift stores, and similar outlets. Residents are unable to safely walk or bike to the local mall or to the shops and restaurants to the west in downtown Denton and to the north across McKinney Street.

In Southeast Denton, homes and businesses are generally separated from one another, with residences located interior to the area and businesses confined almost exclusively to the outer edges, clustered along arterial roadways where access by car is more readily available. Over the past decades, many industrial facilities have come to be located within Southeast Denton, such as storage centers, automotive uses, and industrial suppliers. The County has some of its more land-intensive uses in this community, including the courts building, jail, sheriff's office, and juvenile detention center.

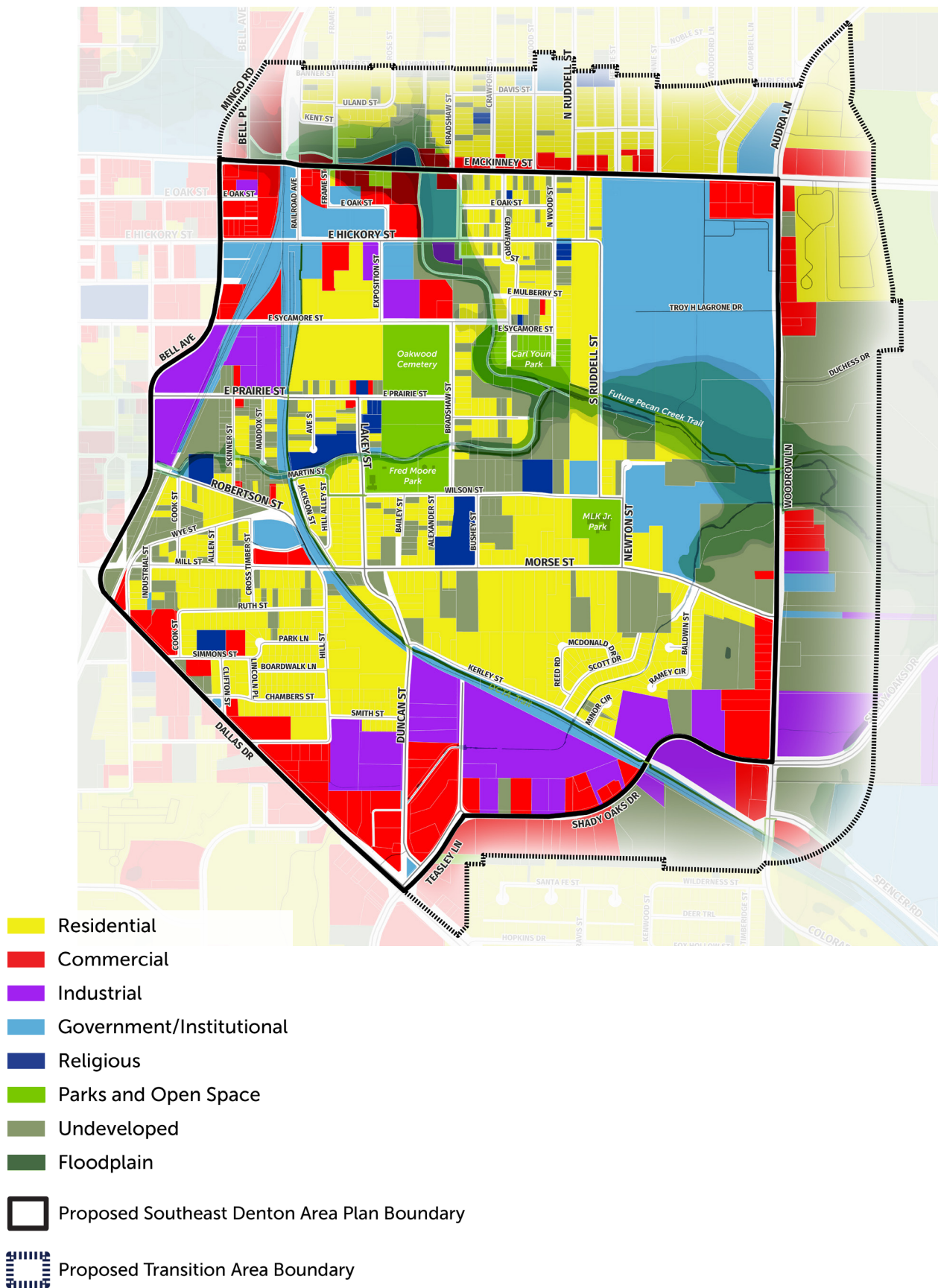
Southeast Denton hosts three parks: Fred Moore Park, MLK Jr. Recreation Center Park, and Carl Gene Young, Sr. Park. These facilities offer recreation opportunities, however, lack of programming lack safe sidewalk and trail connections to each other, compromising access and safety for nearby residents are some barriers to park usage. Southeast Denton is home to several churches. These churches, along with their leadership and volunteers, form the backbone of social connection in the community.





**FIGURE 9. CURRENT LAND USE MAP**

Source: City of Denton, TX





## EXISTING CONDITIONS

Among the various land uses in Southeast Denton, the single largest land use by area is housing. Nearly one-third of land (27% or 183 acres) contains residential uses. The community's residential development pattern originated in the 1920s with the platting of the Solomon Hill neighborhood, located south of McKinney Street and east of Pecan Creek. This residential development expanded toward the south and west, and Solomon Hill was soon joined by the New Quaker neighborhood, the Frederick Douglass School neighborhood, and the Freedman neighborhood. The Willow Creek and Lincoln Park neighborhoods were built in the 1960s to 1980s. While most of the homes are single-family homes, some duplexes, triplexes, and fourplexes are interspersed throughout the area. Additionally, a few large-lot homesteads (one to three acres) can be found near Morse Street and Kerley Street.

Two large multifamily developments are currently located within Southeast Denton. Additional multifamily developments are currently under construction on the south side of East Sycamore Street on a former industrial site and east of Woodrow Street (across from the County Juvenile Detention Center). Although many in the community are not supportive of additional higher-density housing in Southeast Denton, residents understand that mixed-use zoning is already allowed and the northwestern portion of Southeast Denton will likely develop with multifamily housing in the future. Due to the anticipated impacts with current and future developments, this plan provides strategies on land use, development scale, and urban design to guide future development.

After residential uses, government and institutional uses occupy the largest amount of land area. These uses include the Denton Public Safety Training Center, Denton Independent School District buildings, facilities for the Denton County Transportation Authority, and facilities related to the Denton County justice system, including the courts building, jail, sheriff's office, and juvenile detention center. In the event that these facilities were to expand, it is imperative that this plan include strategies to minimize impacts and result in compatible land uses.

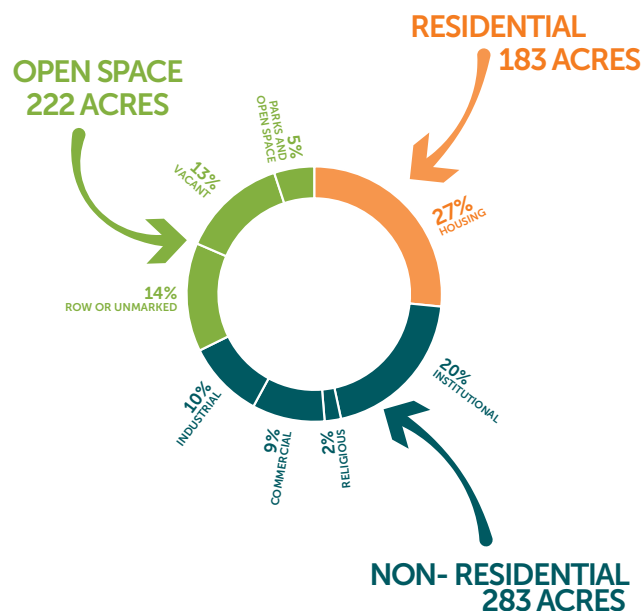
The more intense commercial and industrial uses, combined with a large swath of floodplain extending diagonally across the study area, the railroad tracks to the west, and a lack of sidewalks and bike facilities serve as solid barriers to mobility. As these properties continue to age, they may become obsolete. Therefore, the plan outlines guidance for the redevelopment of these sites, in some cases recommending forms and uses that are more compatible with existing homes.

Within Southeast Denton, 93 acres are vacant. Of these, 70 acres are privately owned and 23 acres are publicly owned. Ten acres of privately owned land and 14 acres of publicly owned land are not developable because they are park space, cemetery, or flood plain. This leaves 60 acres of private land and nine acres of public land that are potentially developable.

Developable land may provide an opportunity to increase utilization of existing property without directly displacing residents. Public developable land offers opportunities for additional parks, recreation, and community facilities.

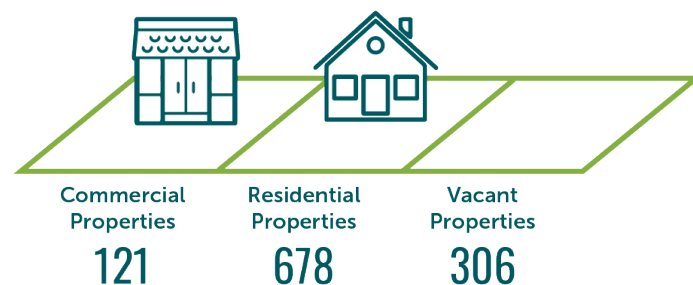
## FIGURE 10. SOUTHEAST DENTON LAND USE DISTRIBUTION

Source: Denton Central Appraisal District



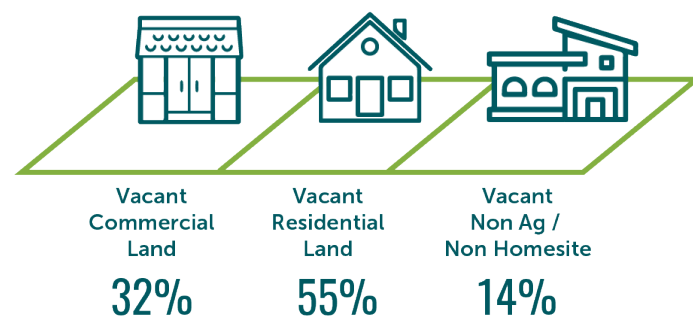
## FIGURE 11. PROPERTY TYPES IN SOUTHEAST DENTON

Source: Denton Central Appraisal District



## FIGURE 12. VACANT LAND IN SOUTHEAST DENTON

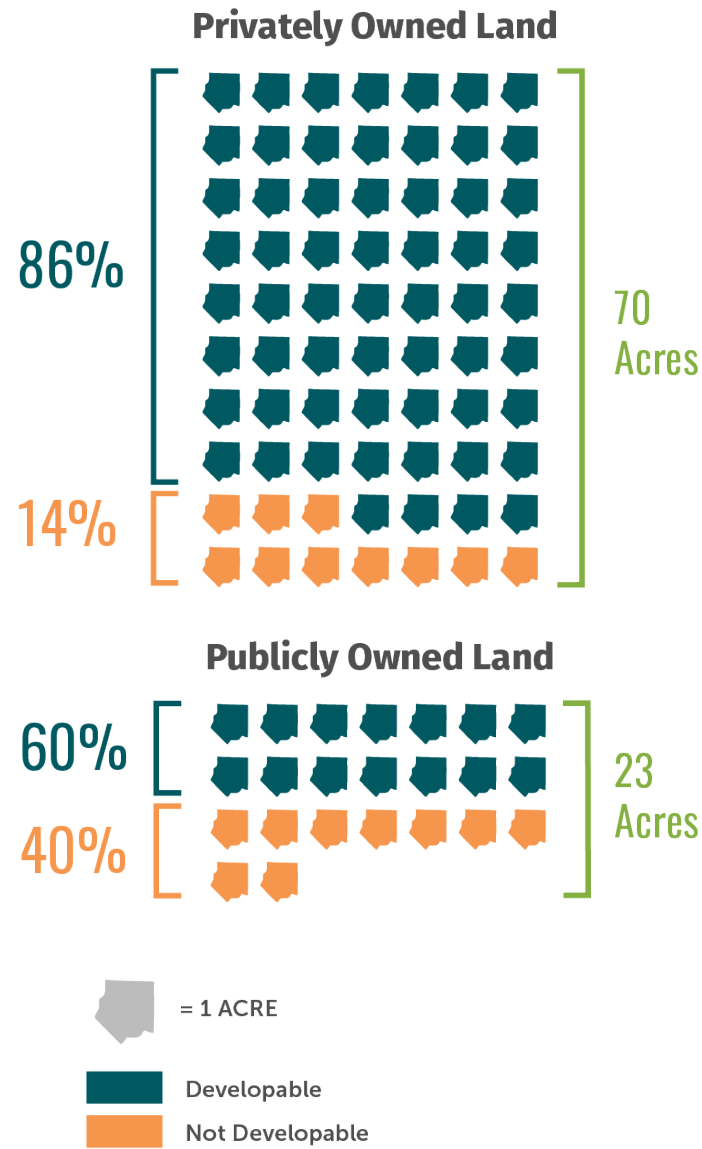
Source: Denton Central Appraisal District





**FIGURE 13. VACANT LAND IN SOUTHEAST DENTON**

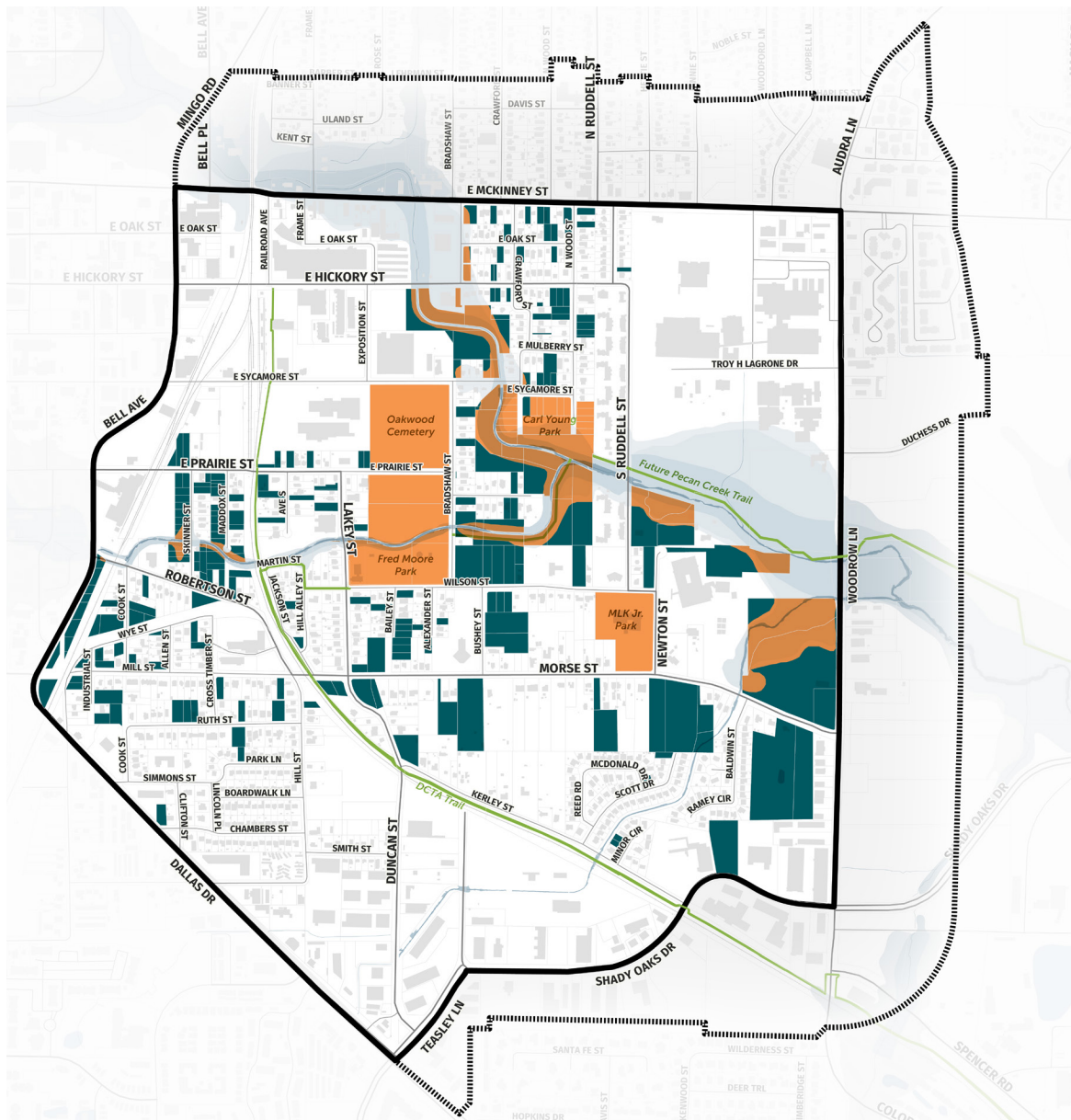
Source: Denton Central Appraisal District





## FIGURE 14. VACANT AND OPEN LAND

Source: Denton Central Appraisal District



- Developable
- Undevelopable
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## ZONING

Denton's Development Code and Zoning Map were updated comprehensively in 2019. Zoning in Southeast Denton follows a pattern similar to the current land use.

The center of the area is generally zoned R4-Residential, which allows for single-family detached homes by right as well as townhomes and duplexes with a Specific Use Permit. This district preserves existing neighborhood character while allowing some flexibility.

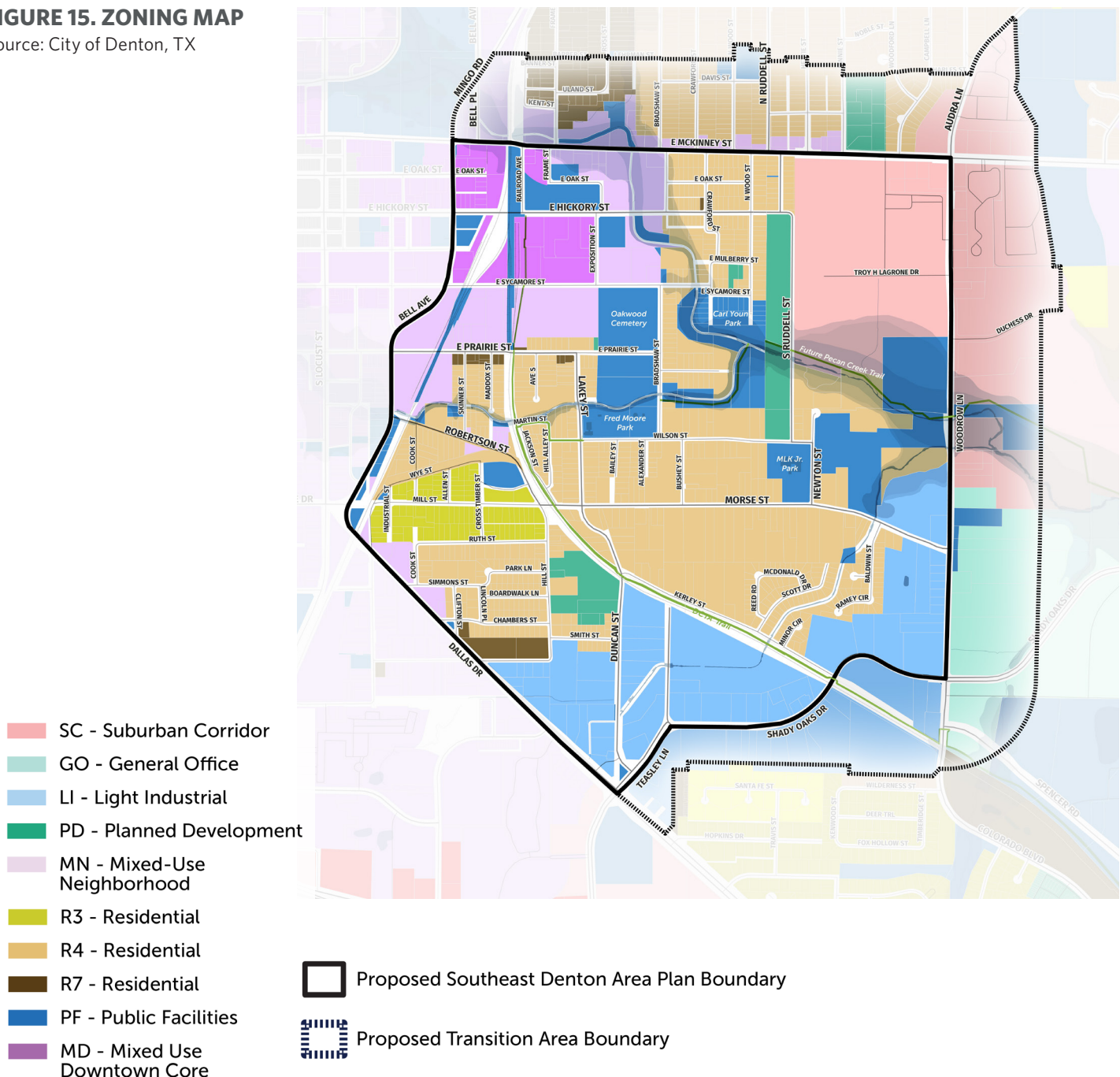
The Denton County Courts Building, Law Enforcement Center, and associated facilities are zoned SC-Suburban Corridor, which provides for moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors.

The southeastern portion of the area is zoned LI-Light Industrial, which allows a wide variety of manufacturing, processing, storage, and warehouse, among others.

In the northwest portion of the area, near downtown but on the eastern side of the railroad tracks and rail trail, the zoning is MD-Mixed Use Downtown Core and MN-Mixed Use Neighborhood. MD has no restrictions on lot dimensions or setbacks and allows lot coverage up to 100% and maximum height of 100 feet. MN is less intense, with maximum height of 65 feet and 80% lot coverage. Both districts allow a wide range of housing, including multifamily, and other uses suited for a downtown area, such as bars, restaurants, craft alcohol production, and artisan manufacturing.

**FIGURE 15. ZONING MAP**

Source: City of Denton, TX





## HOUSING

Southeast Denton contains six historic neighborhoods that were established and developed over the last century. Solomon Hill, New Quaker, Freedman Town, and Fred Moore School (previously Frederick Douglass School) were originally built in the 1920s-1930s. Lincoln Park was built in the 1960s, and Willow Creek was built in the late 1960s to 1980s. As shown in Figure 16, the story of housing construction in Southeast Denton is one of construction on individual lots, as opposed to volume-builder neighborhoods often seen today. Because of this development pattern, architectural styles vary from home to home and street to street, reflecting the design trends in a given decade.

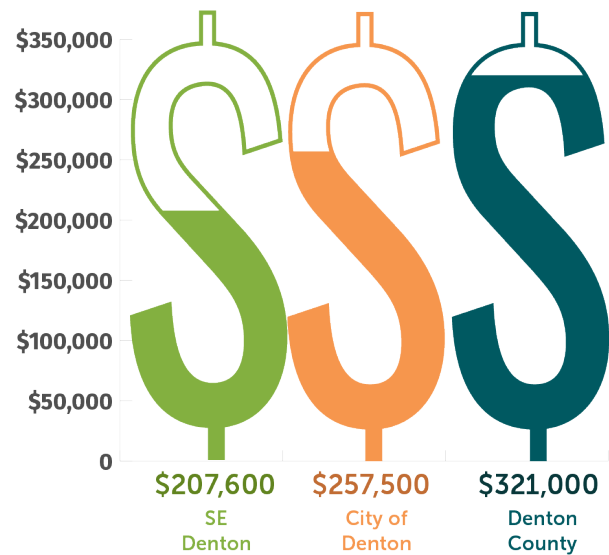
Many of Denton's important historic structures are found in Southeast Denton. While not all are eligible as historic resources due to modifications, the community has shown an interest in protecting and maintaining its historic homes. Therefore, this plan will include strategies to conserve and preserve these assets and the heritage they represent.

The median value of Southeast Denton's 707 homes is approximately \$207,600, lower than the citywide median home value of \$257,500 (2021 ACS). Notably, Southeast Denton's higher-value and lower-value homes are interspersed; in other words, no part of the community inherently contains more expensive or less expensive homes. **Higher-value and lower-value homes are in many cases located on the same block or across the street from each other, creating a true mixed-income community – one of the few left in the DFW metroplex. As mixed-income communities have been demonstrated to possess many favorable benefits, this plan will explore ways to preserve the ability for lower- and higher-income households to live near one another.**

Southeast Denton exhibits greater affordability than Denton overall when comparing home values to incomes. Denton's median income of \$65,168 translates to a median value-to-income ratio of 4.0. While the median income of Southeast Denton residents is lower at \$59,328, Southeast Denton has a median value-to-income ratio of 3.5. This means that the median home value is 3.5 times that of the median residents' income, compared with 4.0 times for the city overall. This suggests that homes are relatively affordable in Southeast Denton compared with the broader area.

**FIGURE 17. 2021 HOME VALUES**

Source: Denton Central Appraisal District



**FIGURE 18. MEDIAN HOUSEHOLD INCOME**

Source: 2021 American Community Survey



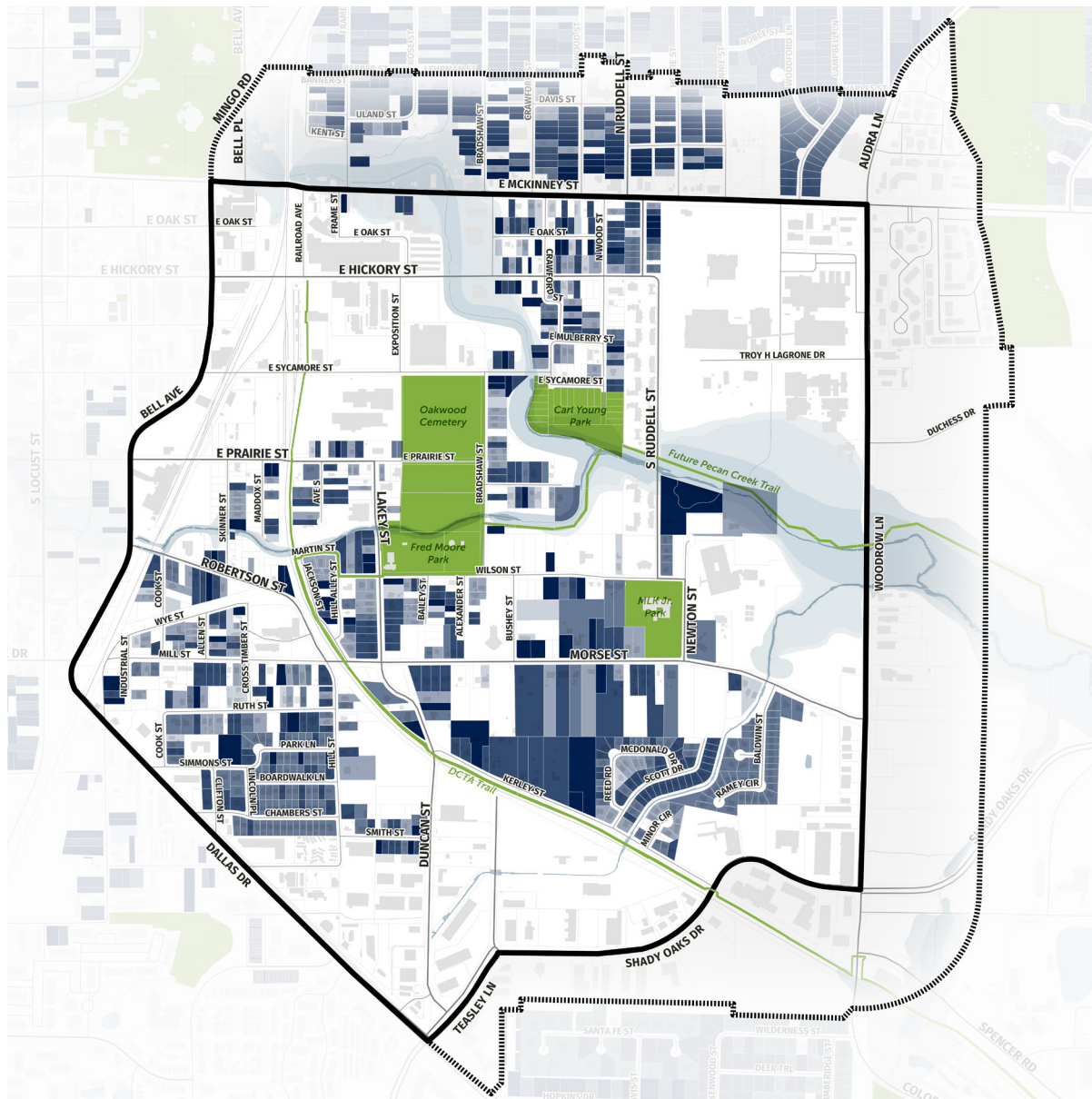
Homes in southeast Denton





**FIGURE 16. RESIDENTIAL YEAR BUILT MAP**

Source: Denton Central Appraisal District



- 1900 - 1950
- 1951 - 1970
- 1971 - 1990
- 1991 - 2010
- 2011 - 2022

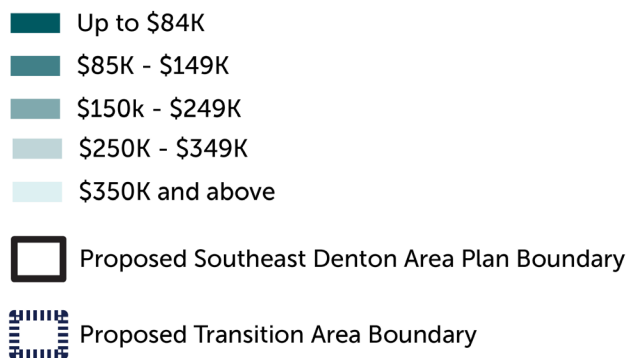
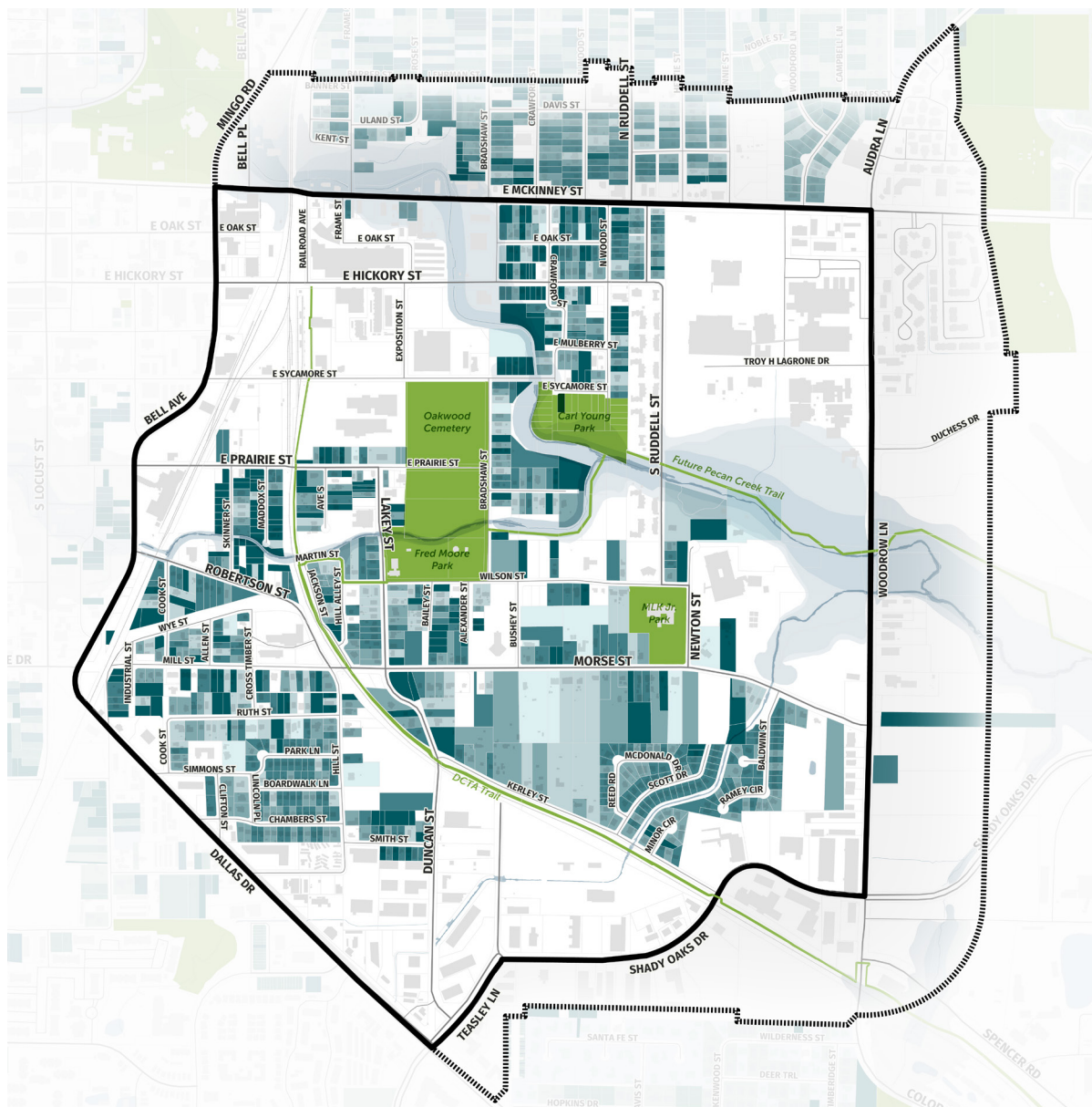
 Proposed Southeast Denton Area Plan Boundary

 Proposed Transition Area Boundary



## FIGURE 19. RESIDENTIAL APPRAISED VALUE

Source: Denton Central Appraisal District



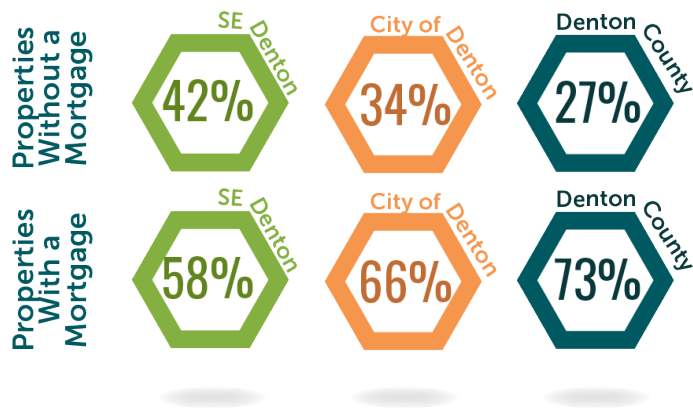


Approximately two-thirds (62%) of Southeast Denton residents own their homes, and the rest rent. Average monthly payments on homes with mortgages are only slightly higher than average rents (\$1,107 vs. \$1,036, respectively). The similarity of monthly payments for homeowners and renters suggests that households may rent not because of monthly payment constraints, but rather due to inability to secure a down payment or to qualify for a mortgage or by choice.

While Southeast Denton is relatively more affordable than Denton overall, this does not imply that homes are affordable to residents. Notably, a Southeast Denton resident with a median income who purchases a median-value home would end up spending more than 30% of their income on housing. Households who spend more than 30% of their income on housing are considered cost burdened. Another metric shows that Southeast Denton has a greater percent than the surrounding region of residents who own their homes outright. While 42% of homes have no mortgage in Southeast Denton, that number is 34% in the City of Denton and only 27% in Denton County. Fewer homeowners burdened by a mortgage points to the relative affordability of Southeast Denton compared with nearby areas as well as the presence of long-term homeowners. While positive for existing residents, relative affordability can result in displacement pressure.

### FIGURE 21. MORTGAGE PROPERTIES

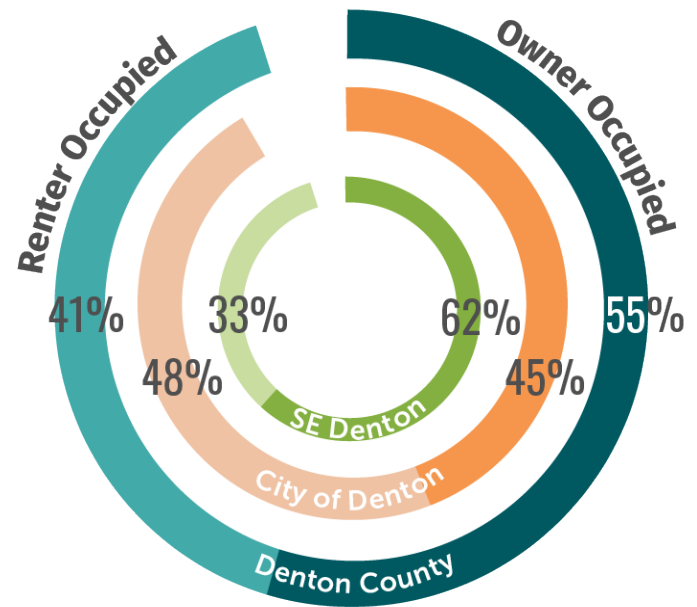
Source: 2021 American Community Survey



In addition to rent and mortgage payments, housing costs include things like property taxes, insurance, and utilities. Rising property taxes as home values rise is a contributing factor to displacement.

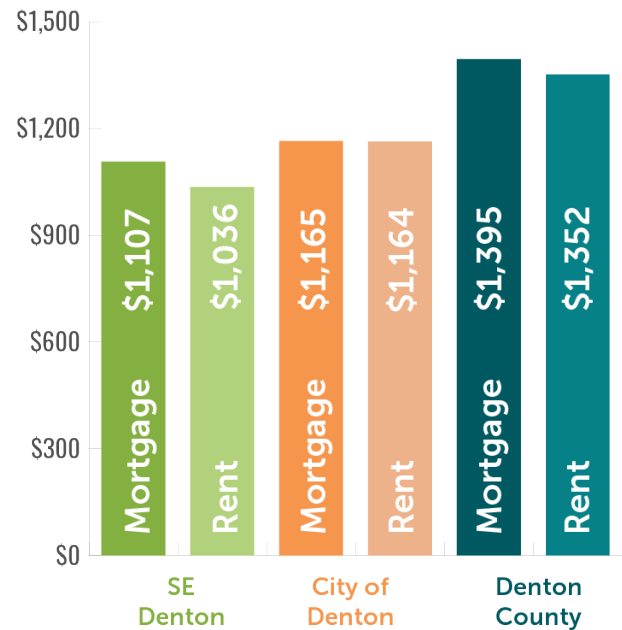
### FIGURE 20. PERCENTAGE OF 2021 HOME OWNERSHIP

Source: 2021 American Community Survey



### FIGURE 22. MORTGAGE VALUE VS RENTING VALUE

Source: 2021 American Community Survey





## PARKS AND OPEN SPACE

The City of Denton's Parks and Recreation Department owns and maintains two community centers and a variety of parks and open spaces to serve Southeast Denton. The largest park is the 10-acre Fred Moore Park, which offers amenities such as two pavilions, two playgrounds, basketball courts, benches and bleachers, drinking fountains, a softball field, and a gazebo stage. It is programmed with community-wide events several times a year and is also used for daily recreation and unplanned social gathering space by the residents. The park offers open sight lines for safety, shade, and a walking trail that will eventually connect to the regional Katy Trail and the future Pecan Creek Trail.

Although Fred Moore Park is a regional asset, it lacks an identifiable public entrance from surrounding streets. The trail is lit by tall cobra head lights rather than pedestrian-level lighting. The creek running through the park is a concrete-lined culvert rather than a natural creek. The picnic table is well-shaded, but the playground equipment would benefit from additional shade. Better lighting, more comfortable places to sit, additional shade, and better connections to the neighborhood would enhance the usability of the park.

Carl Gene Young, Sr. Park is slightly smaller than Fred Moore Park at 9.8 acres. This park includes a spray ground, a basketball court, benches, a playground, and a drinking fountain. Additional shade is needed to make the spray ground, metal benches, scattered play equipment, and picnic tables more usable, as the lack of shade is a potential burn hazard to patrons in the summer. Walkways do not connect to each other or to the amenities, nor do they connect to other trails. The picnic tables are not on concrete pads and the ground under them becomes muddy during rainy periods. The park could benefit from a more cohesive plan and a sun-shade study conducted jointly with the area's residents and potential park users. Improvements to the splashpad began in April 2023 and finished in May 2024.

The MLK, Jr. Recreation Center Park provides play space for children and flexible open space. Features include shade structures, playgrounds, practice fields, maintained landscape, a picnic table and benches, and a mature, colorful variety of trees. The park lacks adequate sidewalk and pathway access and does not provide light for night usage.

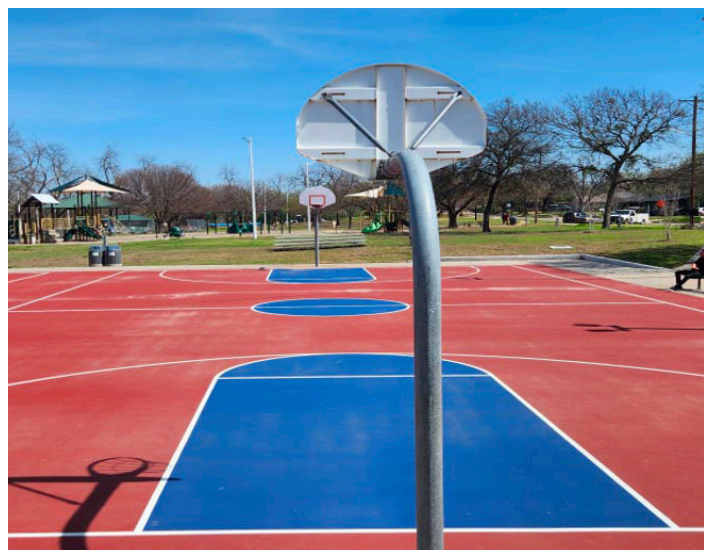
On the eastern edge of Southeast Denton, west of Woodrow Lane, are several heavily treed areas. These areas are under various ownership, including the City of Denton, Denton Independent School District, and private ownership. While none of the parcels on either side of Pecan Creek is currently park space, some of the area is reserved for a future extension of the Pecan Creek Trail, and the trees contribute to the city's urban forest.

Oakwood Cemetery was established in 1857 in what is now the center of Southeast Denton and has been City-owned since 1931.<sup>1</sup> It is a local heritage site that is the burial place of early settlers, Confederate veterans, indigent residents, and many more whose graves are unmarked and whose names are lost to time. Many of Quakertown's residents are buried in the cemetery.

In addition to these parks and green spaces, several trails cross Southeast Denton, including the DCTA Rail Trail along the MKT Railroad right-of-way and portions of the planned Pecan Creek Trail along Pecan Creek. The DCTA Rail Trail is a 19-mile regional asset, connecting the Downtown Denton Transit Center to the Hebron station in Lewisville.

The undeveloped land map (Figure 12) shows multiple large parcels of land near existing parks, trails, and floodplain. These parcels offer an opportunity for the City to expand park space in the Southeast Denton area.

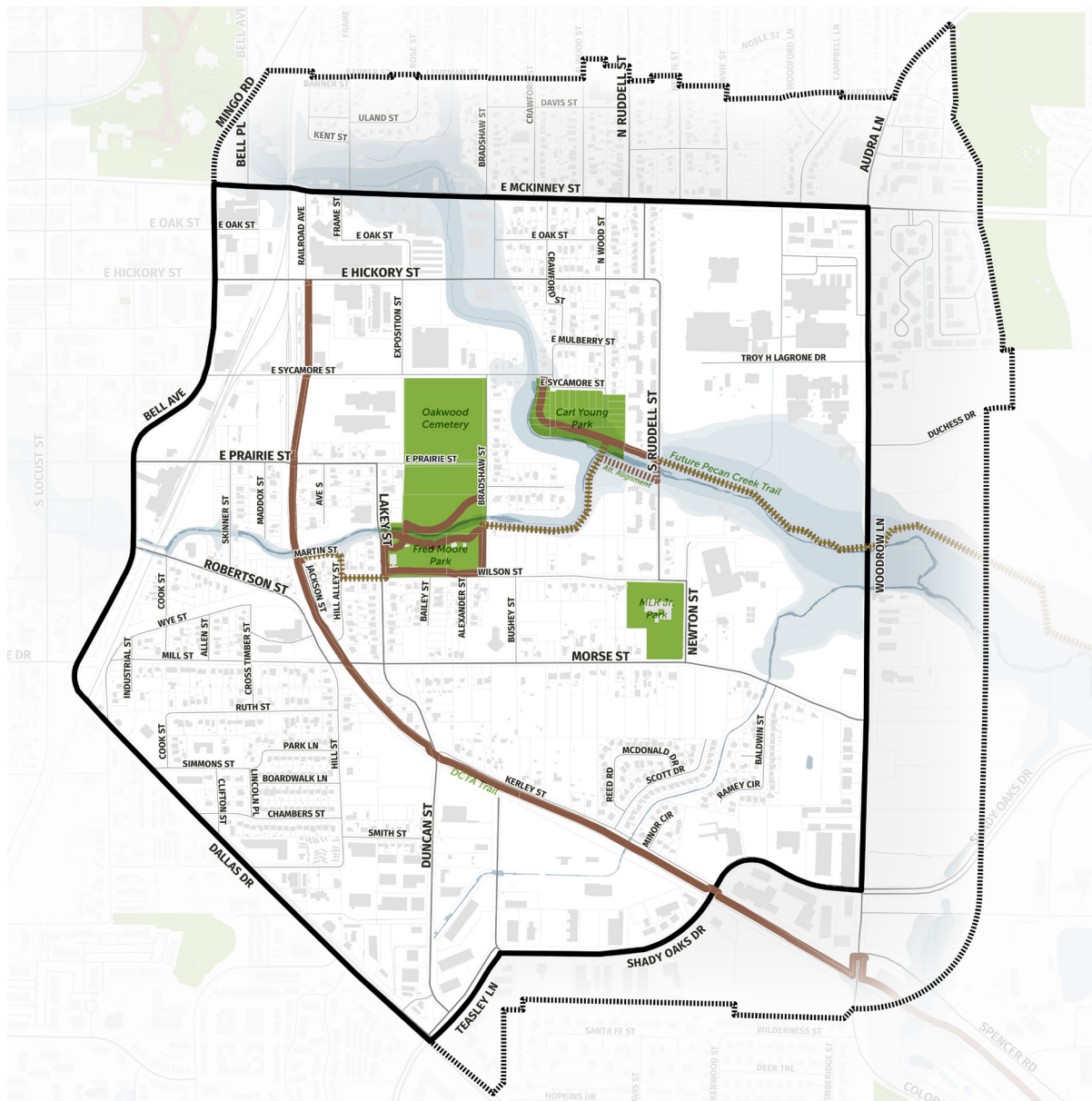
The Martin Luther King, Jr. Recreation Center is located on the east side of the study area near Rivera Elementary. The center offers computer classes, after-school care, spring break and summer camps, and other classes throughout the year. The American Legion Hall Senior Center is centrally located in Southeast Denton at the southwest corner of Fred Moore Park. It serves as a gathering place for adults aged 50 and older to eat lunch, take part in activities, host events, and spend time. Both facilities offer modern meeting rooms for rent and are often reserved for community groups, parties, and clubs.





**FIGURE 23. 2022 TRAILS MASTERPLAN**

Source: City of Denton, TX

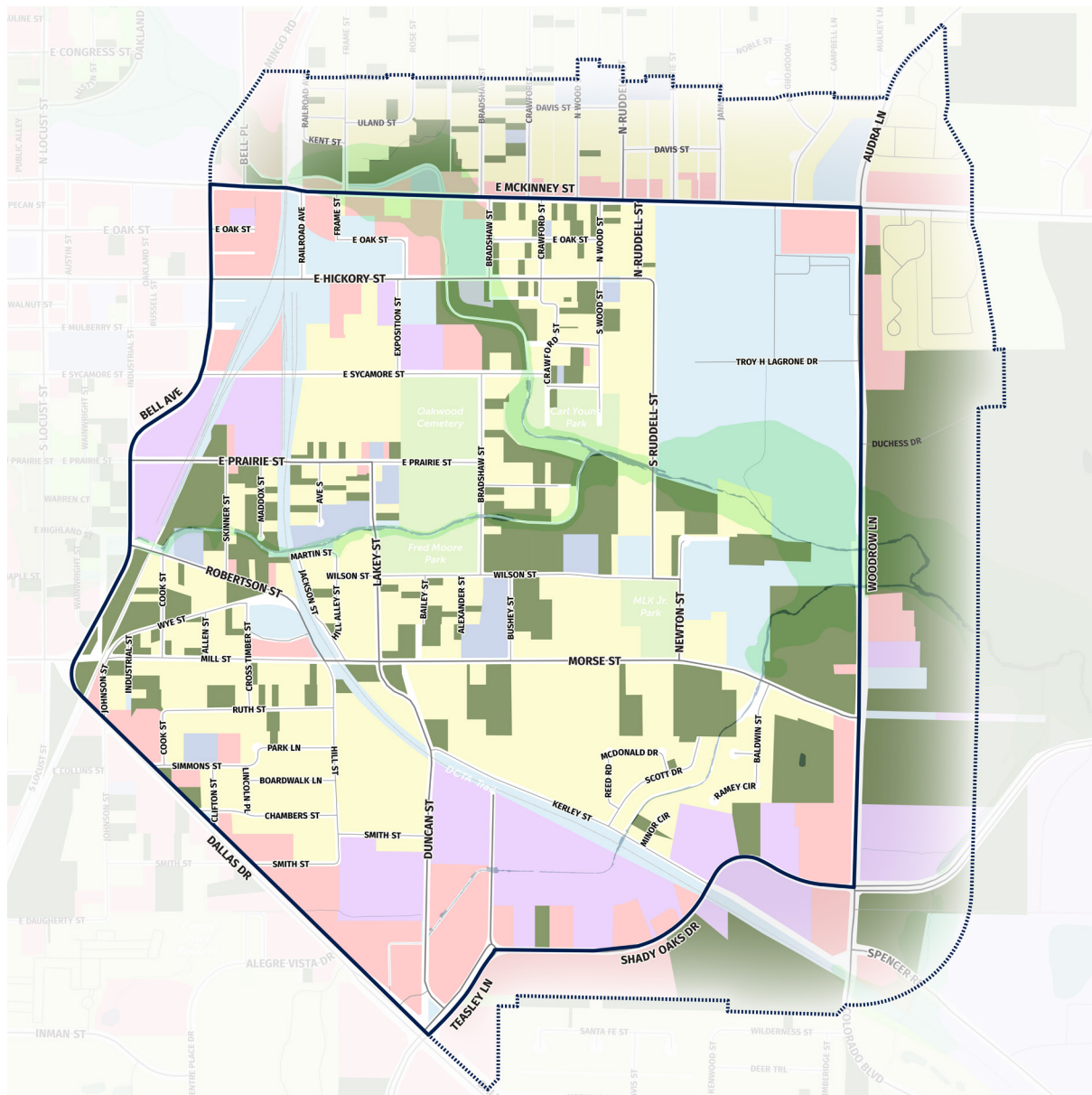


- Existing Trails
- Future Trails
- Parks
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



**FIGURE 24. CURRENT UNDEVELOPED LAND USE**

Source: Denton Central Appraisal District



- Undeveloped
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## TRANSPORTATION AND CONNECTIVITY

A transportation and mobility network that supports a community should include the following:

- **Affordability:** This means less reliance on single-occupancy vehicles (SOV) and access to affordable alternatives, including transit, walking, car sharing, and new mobility services.
- **Choice:** Transportation alternatives, such as cyclist- and pedestrian-friendly networks that connect to employment and other destinations.
- **Safety:** Better lighting and more facilities for pedestrians and cyclists.
- **Air Pollution and Congestion Reduction:** Fewer emissions from cars on the road or in traffic.

## STREET NETWORK

Primary arterials (six lanes and 135 feet minimum right of way) and secondary arterials (four lanes and 110 feet minimum right of way) encircle the Southeast Denton neighborhood. Crosswalks provide pedestrian safety at only a handful of intersections. Together, the width of streets and lack of crosswalks hamper pedestrian access to shops, restaurants, and jobs outside of Southeast Denton. See Figure 25.

Internally, the streets are arranged in a broken grid pattern, with both north-south and east-west streets that end abruptly at three-way intersections. Morse Street and Kerley Street, two of the through streets, serve as a short cut for some drivers and a raceway for others.

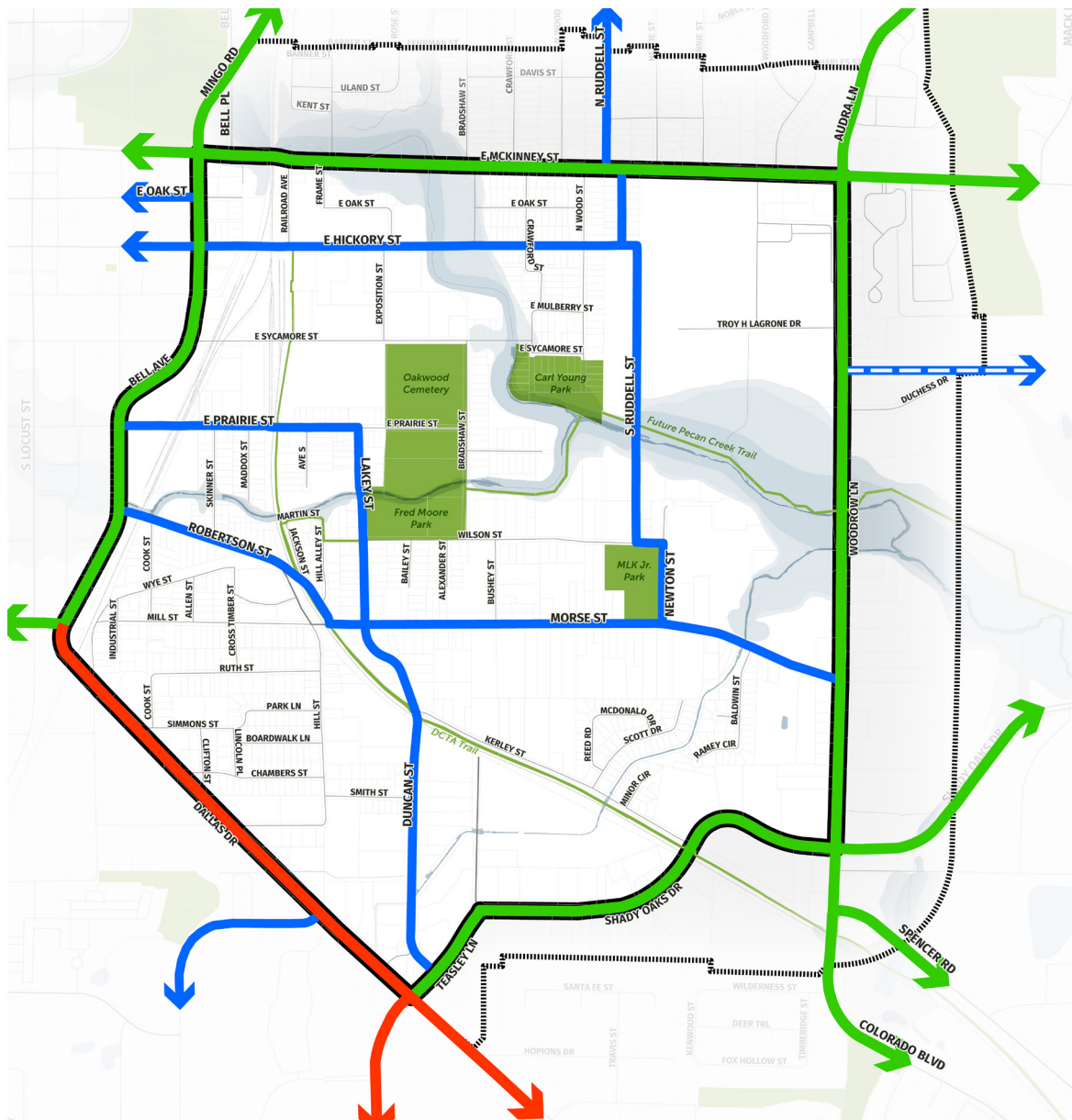


Denton Record-Chronicle



**FIGURE 25. THOROUGHFARE PLAN (2022)**

Source: City of Denton, TX



- Existing Primary Arterial
- Existing Secondary Arterial
- Existing Collector
- - - Proposed Collector
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## WALKING

Based on the City's sidewalk condition data and on-the-ground analysis, very few of the streets within Southeast Denton have sidewalks. Residential areas and local destinations such as schools and retail within Southeast Denton are connected only by a car-oriented street network. This means that residents who choose to walk must generally take unmarked, non-ADA accessible routes through their neighbors' yards or walk in the street. The few existing sidewalks are in varying (often poor) conditions, exposed to the sun, and are generally not ADA compliant.

Although crosswalks are present at some four-way stops, most of the intersections in Southeast Denton are three-way intersections or dog-leg intersections without crosswalks. This lack of crosswalks, coupled with high travel speeds and volumes along busy roads, creates an intimidating environment for pedestrians and cyclists who try to travel through or out of the Southeast Denton area.

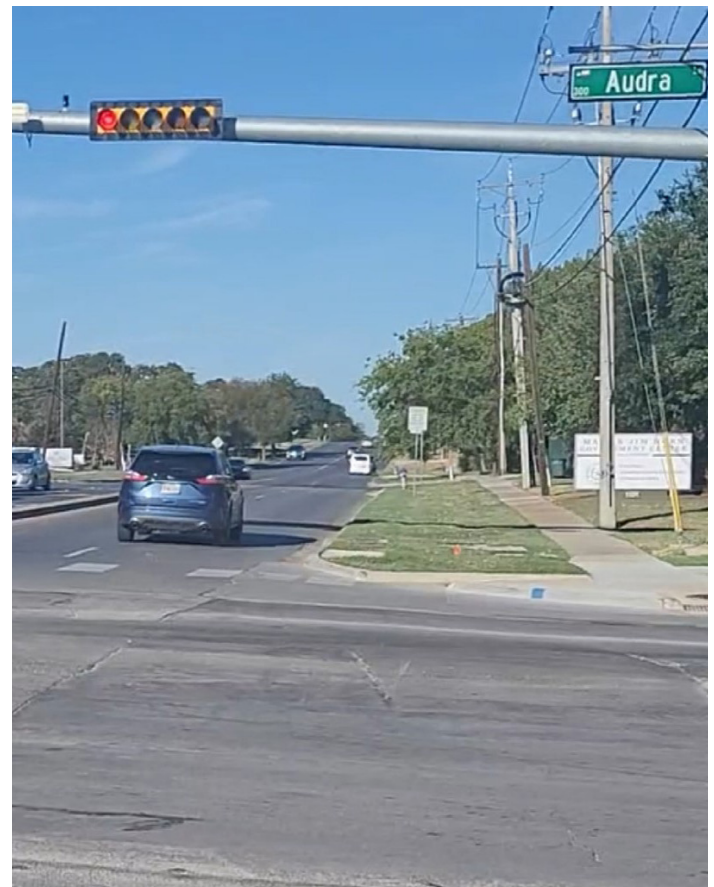
Although many of the streets in the area are currently being reconstructed only a few of the new street sections include sidewalks. (Figure 26, sidewalk conditions)



Residential sidewalk and road construction



Sidewalk conditions









## BICYCLE NETWORK

Bicycle infrastructure is extremely limited within Southeast Denton. The few bicycle paths that do exist are either side paths that double as sidewalks or they are streets with signage indicating that bikes are a shared use. Newly constructed trails, such as the DCTA trail which connects Denton to Lewisville offer the beginnings of much-needed bicycle connectivity. However, existing trails do not yet offer a broad network that connects neighborhoods to activity centers or the larger Denton community.

The City of Denton's 2022 Mobility Plan recommends additional separated bike lanes, shared-use side paths, and trails. However, the

2023-2024 street reconstruction project was budgeted and designed before the adoption of the current Mobility Plan. Therefore, the roadway improvement projects that were in progress at the time of creation of this plan do not include many of the planned pedestrian and bicycle infrastructure segments.

Future road improvements should include the planned pedestrian and bicycle infrastructure in the 2022 Mobility Plan.

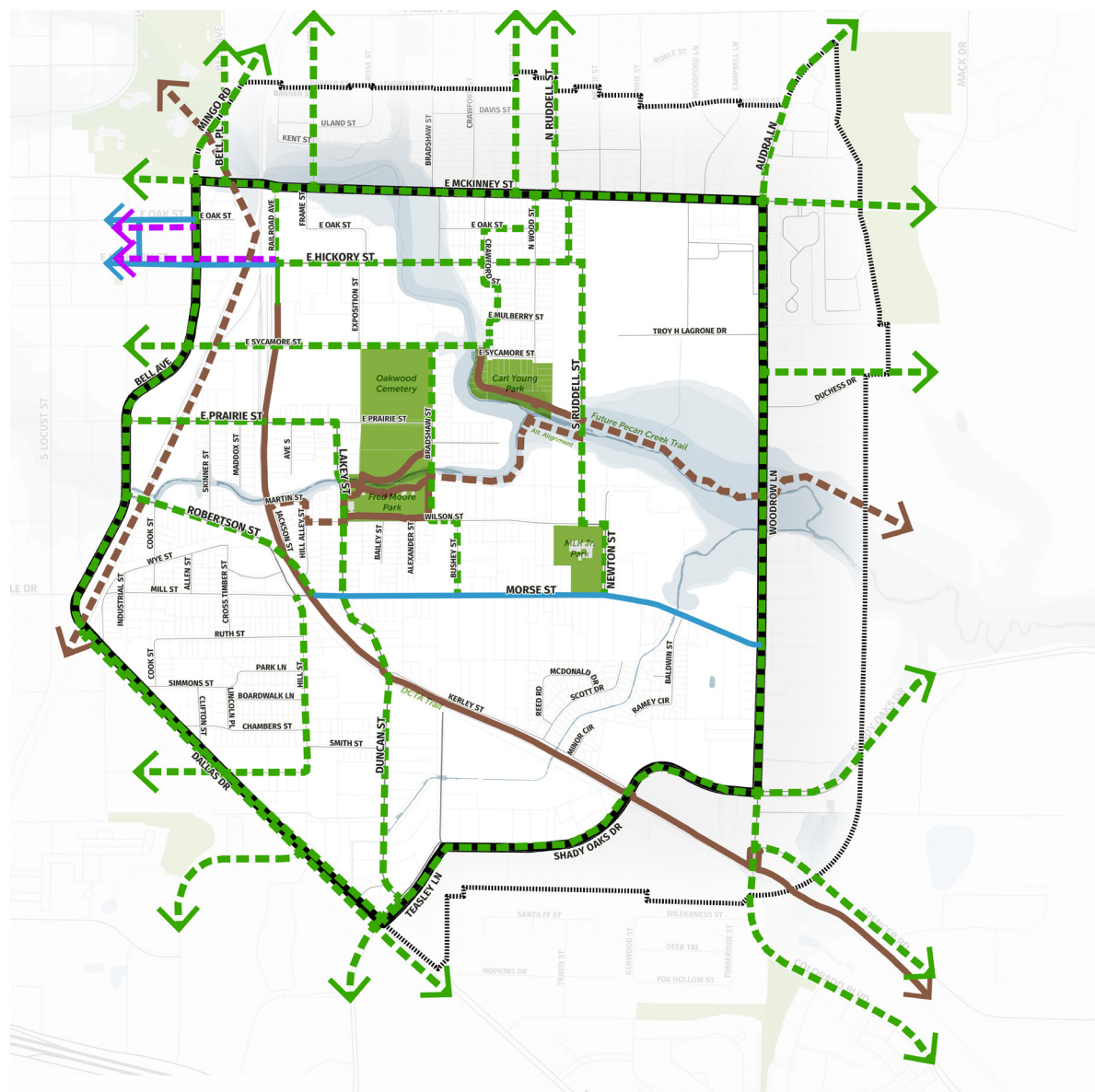


Bike Denton



**FIGURE 27. BIKE AND PEDESTRIAN PLAN (2022)**

Source: City of Denton, TX



- ..... Proposed Separated Bike Lane
- Existing Shared Street
- Existing Sidepath
- ..... Future Sidepath
- Existing Trail
- ..... Future Trail
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## TRANSIT

Transit service in Denton is operated by the Denton County Transportation Authority (DCTA). The Downtown Denton Transit Center provides access to local and regional buses as well as the A Train, which connects south to Carrollton and to the Dallas Area Rapid Transit (DART) light rail system. Due to recent system changes, DCTA provides bus service only along East Hickory Street and McKinney Street. The remainder of Southeast Denton is served by DCTA's on-demand service, GoZone.

## CRASHES

The Texas Department of Transportation collects and analyzes crash data submitted by law enforcement officers in its Crash Records Information System (CRIS). Figure 28 shows a heat map of crashes

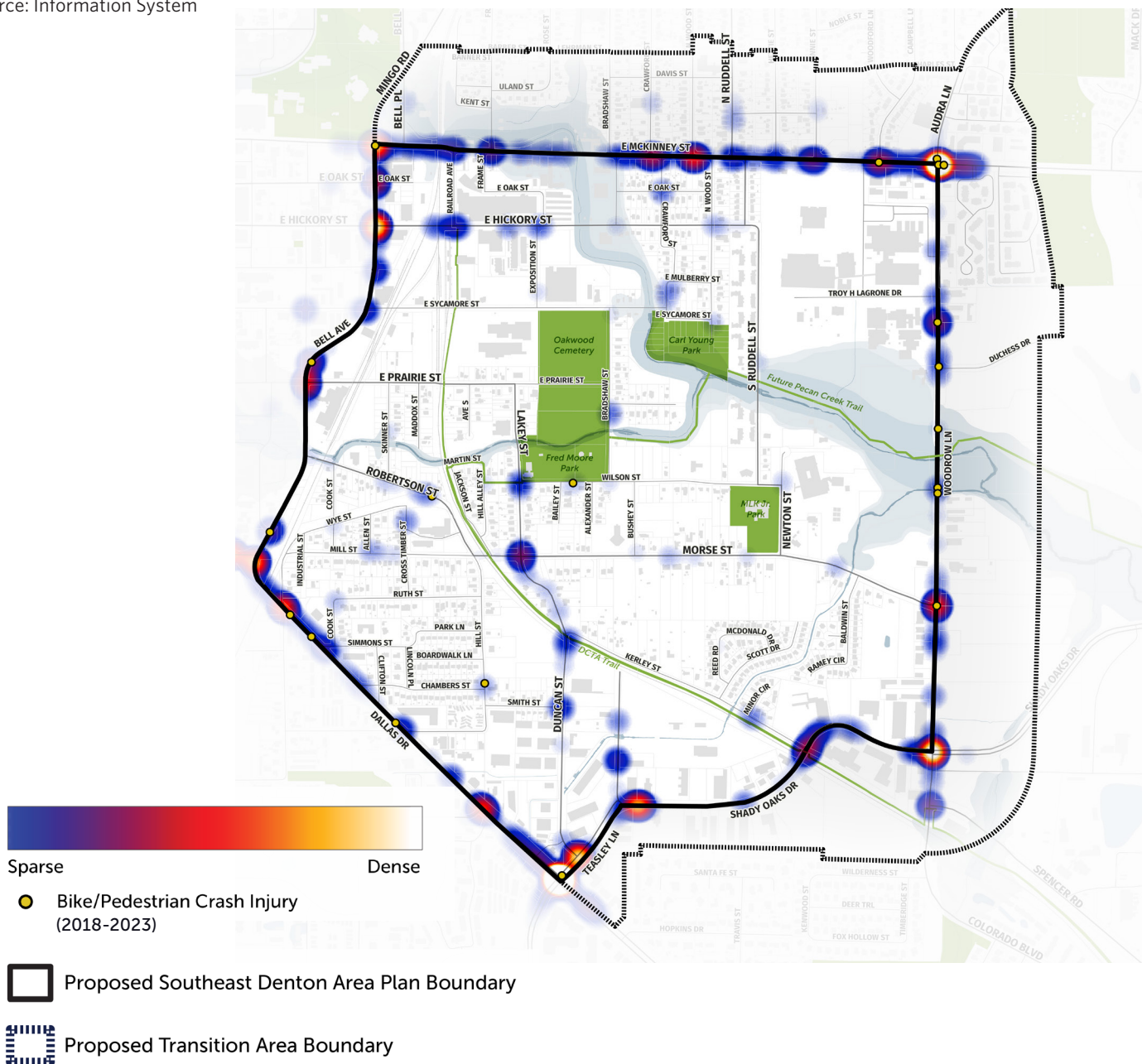
between 2018 and November of 2023 in Southeast Denton. In the past five years, there were 2,561 people involved in crashes in this area, 27 of whom were pedestrians or bicyclists.

People were most likely to be involved in crashes on the periphery roads, particularly at large intersections. Crashes on McKinney Street accounted for nearly 20% of the total number of people involved in crashes in Southeast Denton, indicating a need for additional pedestrian safety measures on McKinney Street.

In addition to the crashes on the periphery, the data also show East Hickory Street, Morse Street, Lakey Street, and Duncan Street to be hot spots for people involved in crashes.

**FIGURE 28. CRASH INJURIES HEAT MAP**

Source: Information System





## COMMUNITY AMENITIES

Southeast Denton is home to several churches, including Pleasant Grove Baptist Church, St. Andrew Church of God in Christ, St. Emmanuel Baptist Church, Morse Street Baptist Church, Mt. Calvary Baptist Church and East Prairie Street Church of Christ, St. James AME, Mt. Pilgrim CME, and Simmons Street Church of Christ. Residents view these churches as important assets not just for worship, but also for their key role in promoting social connection within the community.

Rivera Elementary and Fred Moore High School are located within the study area. However, the attendance boundary for Rivera Elementary only includes the east side of Southeast Denton, extending outside the study area across Woodrow Lane to the east and south of the study area. Fred Moore High School was originally named the Frederick Douglass School and served the Black community of Denton starting in 1909. The current building was built in 1948 and two years later was named after Fred Moore, a former teacher and principal at Douglass School who remained connected to the community. Today, this school is a Choice School that serves the entire Denton Independent School District. It provides accelerated graduation and alternatives to traditional high school and attracts students from throughout the district.



St. James AME Church



American Legion Hall



MLK Jr. Recreation Center





**FIGURE 29. COMMUNITY AMENITIES DISTRIBUTION**

Source: HDR research



- Churches
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## RETAIL

Residents of Southeast Denton have limited retail and restaurant choices within the core of the community. The closest stores selling food are two convenience stores north of McKinney Street; the convenience stores do not offer any fresh foods and only carry very limited supplies of packaged foods. Kroger, Aldi, and Walmart are all a few miles away and necessitate a car for access. Pedestrian access to Denton's downtown restaurants is inadequate, particularly for the mobility impaired. Most of the commercial parcels on the land use map are service or business-oriented uses such as pawn shops, storage centers, automotive uses, and industrial supply stores, which do little to meet the community's day-to-day retail needs.

Clara's Kitchen, Veronica's Café, and other restaurants along McKinney Street and Dallas Drive serve as local gathering spots.



Veronica's Cafe



1302 Teasley Lane



625 Dallas Dr.



Clara's Kitchen

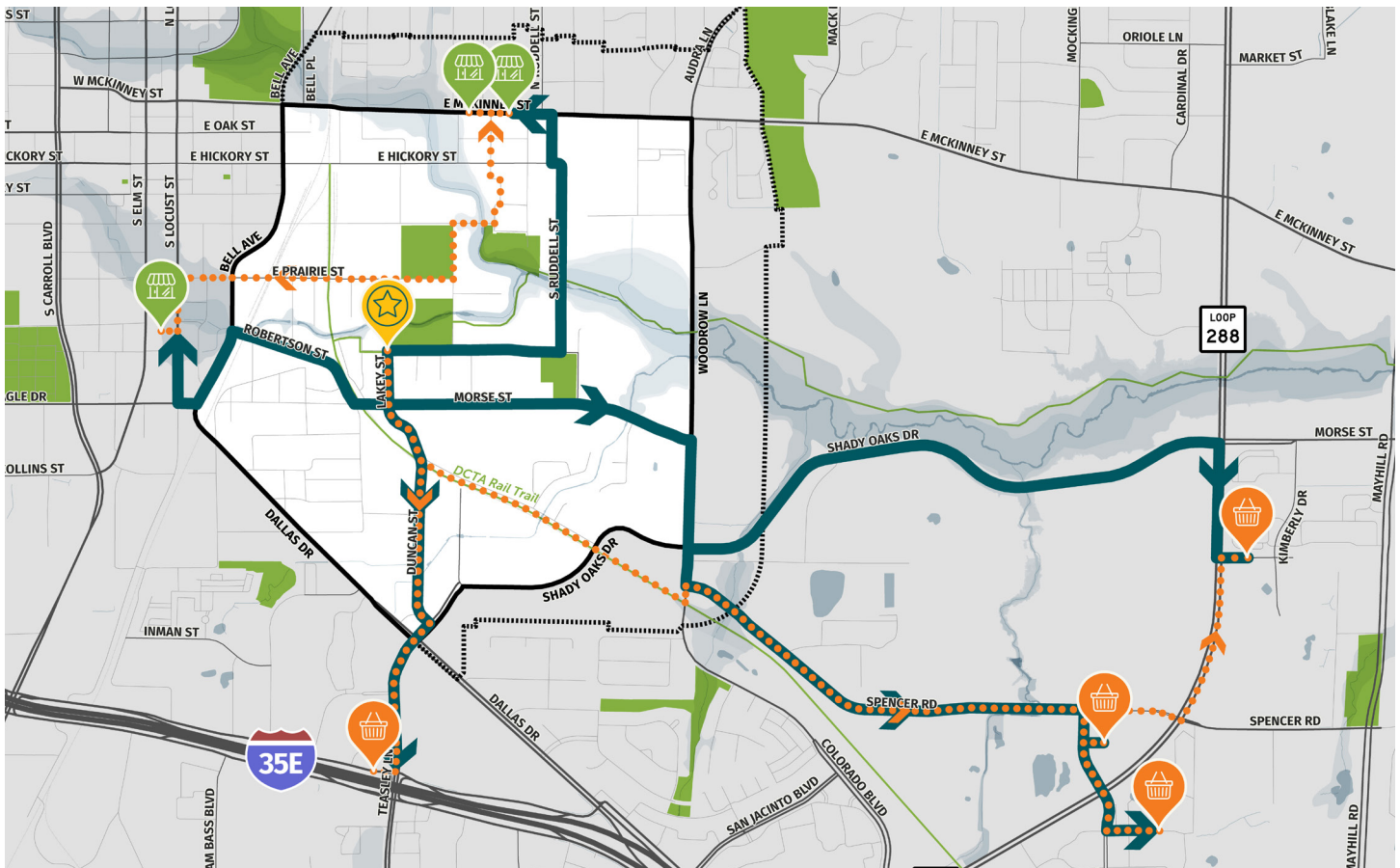





608 E. Hickory Street



**FIGURE 30. ROUTES TO GROCERY AND CONVENIENCE STORES**

Source: ESRI



-  Grocery Store
-  Convenience Store
-  American Legion Hall Senior Center
-  Driving Route
-  Walking Route







# COMMUNITY ENGAGEMENT

By listening to the Southeast Denton community to incorporate their solutions, dreams, and ideas, this plan attempts to strengthen the Southeast Denton area for existing and future residents and stakeholders as well as those interested in joining this cohesive, connected community in the future.





# Listening to the Community

The planning process started with acknowledging past harm — forced removal in the 1920s, a proposed Urban Renewal demolition plan in the 1960s—as well as current concerns with development activities. The process continued with data gathering, robust community engagement, and guidance from technical experts.



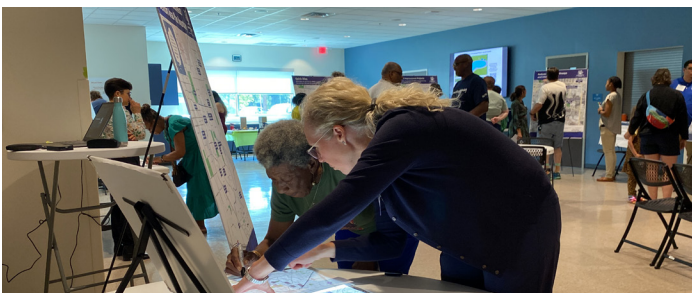
## IMPLEMENTATION WORKSHOP

- **Listening Sessions:** The team held multiple meetings with residents and stakeholders to listen deeply to their stories, their dreams, and their desires for their neighborhood, as well as their fears and their anger about the past. Participants identified several key concerns, some of which have already been addressed as quick wins.
- **Stakeholder meetings:** The team met with several community stakeholders to better understand the history of the area and the issues important to residents now.
- **Steering Committee:** The Steering Committee met regularly to add insight and to provide feedback on the information gathered and analysis completed.



## COMMUNITY LISTENING SESSION

- **Intercept Surveys and Pop-Up Events:** To reach a more representative sample of stakeholders, the team hosted pop-up events and collected intercept survey responses at various locations and times to connect with community members. Some locations and events included the MLK Jr. Recreation Center, Veronica's Café, and both the 2023 and 2024 Juneteenth events in Denton.
- **Visioning Workshop:** Meeting held to share preliminary concepts with the public and to collect feedback. The project team asked community members to draw their ideal SEDAP boundary. Participants also provided ideas about capital improvement projects, quick wins, pedestrian and bike access, parks, housing, and economic development.



## VISIONING WORKSHOP

- **Visual Preference Surveys and Boundary Establishment:** Using the information gathered at the Visioning Workshop, the team went out into the community, specifically to determine the preferred housing and commercial building styles and finalize the study area boundary. The data previously collected was aggregated into three possible boundary maps. Participants were asked to vote on the map which best represented their idea of Southeast Denton.
- **Implementation Workshop:** The team met with staff from various agencies and entities in the Denton area, such as the appraisal district, the County, and various City departments, to discuss the feasibility of various implementation ideas.



## INTERCEPT SURVEYS

- **Online Engagement:** The team also gathered input from the public through an online survey and forum on "Discuss Denton" that allowed people to get involved and find out about in-person engagement and community surveys in their area.





## STEERING COMMITTEE MEETINGS

### WHAT

The project team presented updates on findings, proposed recommendations, and potential actions at four steering committee meetings. During each presentation, steering committee members provided context and feedback.

### WHY

To ensure that key stakeholders guided the planning process and that the plan remains relevant to the community.

## Results

The 11 member steering committee representing local residents, pastors, and community advocates played a crucial part in the goals, objectives, recommendations, and actions included in this plan. Here is what they represented as key wants and desires of the community:

The community is in favor of community benefit agreements.

There should be a focus on attainability rather than affordability.

Investigate how nearby areas could support Southeast Denton.

Highlight the diversity of Southeast Denton.

Most of the residents work outside of Southeast Denton.

Develop infrastructure that meets residents' needs.

Introduce missing middle housing in the community.

Develop key street cross sections within the community.





## LISTENING SESSIONS

### WHAT

Community meetings that started with acknowledging the harm that existing plans and zoning ordinances have inflicted on communities, apologizing for that harm, and seeking to atone by listening to the concerns of the community.

### WHY

To hear and incorporate concerns of the residents into the plan and ensure it represents the current and future needs of the community.

**SIX** in-person listening sessions  
**ONE** virtual listening session  
**75** Attendees

## Results

Here are the main themes of the discussions:

Many unjust practices were inflicted upon Black residents, and families have not forgotten this history.

Residents are frustrated by the lack of communication regarding the Southeast Denton road reconstruction project.

Speeding on some local streets is a concern.

Parks and community facilities are cherished amenities.

Feelings were mixed about housing and affordability.

Property tax increases triggered by new development drive gentrification fears.

Residents feel the pressure that change is coming.

Community consultation must improve for planning and rezoning.

The City can improve its relationship with the community.

Infrastructure must be improved, with a focus on safety.





## VISIONING WORKSHOP

### WHAT

Open house with multiple activities to ask participants what capital improvement projects they prefer, ideas for quick wins, pedestrian and bike improvements, park and trail ideas, areas of change and stability, what they love, and what they would like to remove.

### WHY

To understand the general perception, collective needs, opinions, and desires from the community. Information gathered from workshops and surveys forms the basis of the plan's recommendations.

## Results

Through multiple activities the community revealed:

### What they love about SE Denton:

Green spaces, parks, churches, community scale.

### What they want to remove from SE Denton:

Cement plant on Prairie Street, remove pressure to increase density, potholes and breaks in sidewalks, jails, constant and excessive roadwork.

### What they want to keep in SE Denton:

Community's social connections, Black history of the area, mixed income, affordable housing - two story single family, duplexes, fouxplexes, townhouses etc., parks and open spaces, neighborhood retail and restaurants.

### What they want from SEDAP:

Ideas for quick wins:

Bike racks at businesses west of Bell Avenue, more benches and shade for people walking, more lighting on pathways, bike parking in the parks, additional trash cans in public areas, more street trees.

### What is their dream for SE Denton:

No gentrification, community market, streetlights and shade, not to be commercialized, owner occupied housing, community events, improved infrastructure: Better pedestrian connections to downtown, more sidewalks, a safe way to cross McKinney Street, slower traffic on Morse Street.





## INTERCEPT SURVEYS

### WHAT

Multiple forms of community engagement at events, in front of recreation centers, and at local restaurants focused on meeting people where they are and hearing their input on the needs of the community.

### WHY

To ensure the diverse members of the community that did not come to meetings had their voices and ideas incorporated into the Southeast Denton plan.

**FOUR** intercept surveys  
**109** people participated

## Results

The community voiced their concerns for their community, and voted on various forms of housing and commercial buildings, the area boundary, street designs, and strategies in the plan. Here are the community's overarching concerns:

Cleanliness and Safety.

Lack of investment in infrastructure and amenities.

Mixed views about the increase of apartments in Southeast Denton.

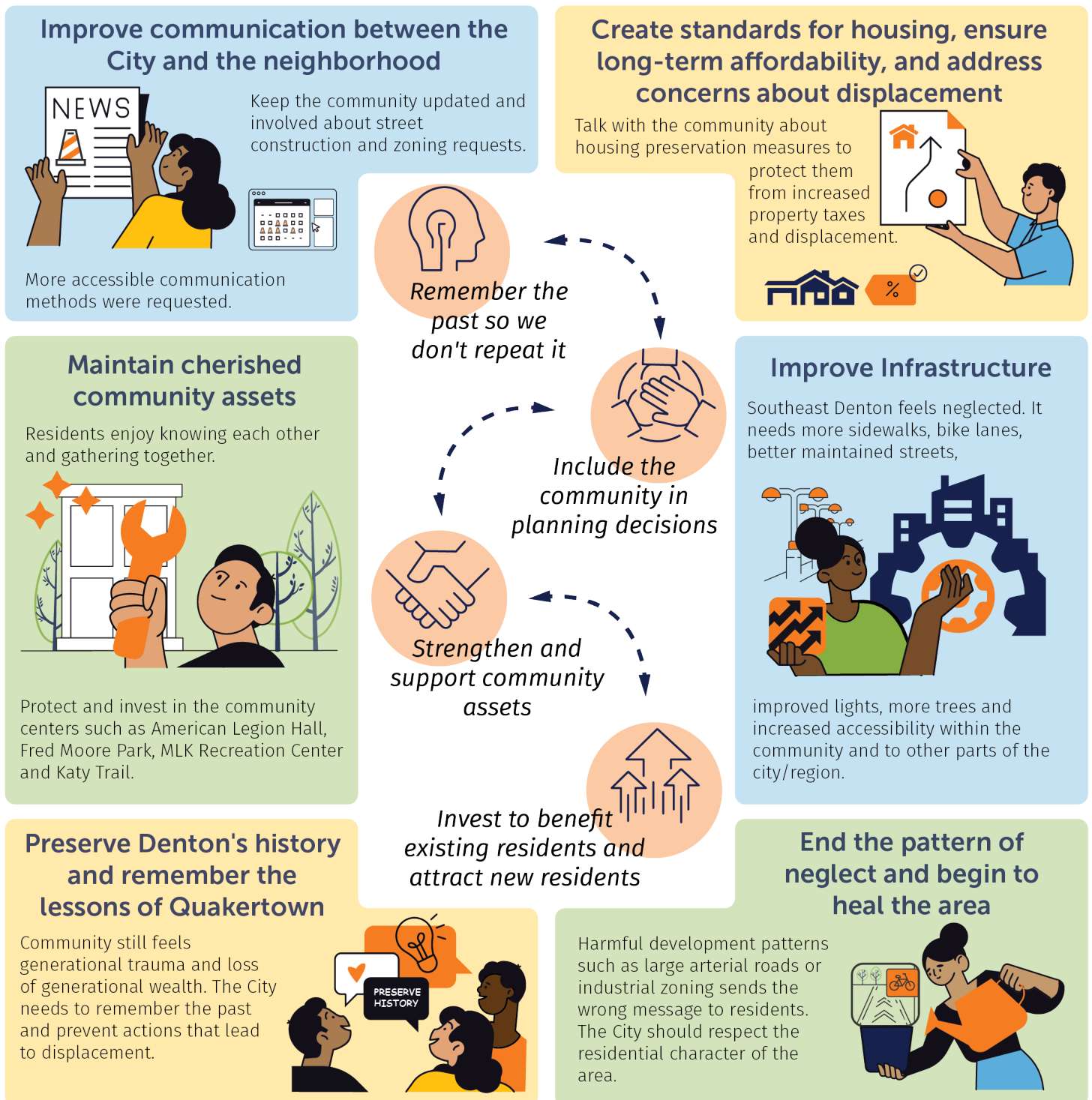
Housing affordability and availability.

Maintaining Southeast Denton's wonderful sense of community.



**FIGURE 31. COMMUNITY ENGAGEMENT KEY TAKEAWAYS**

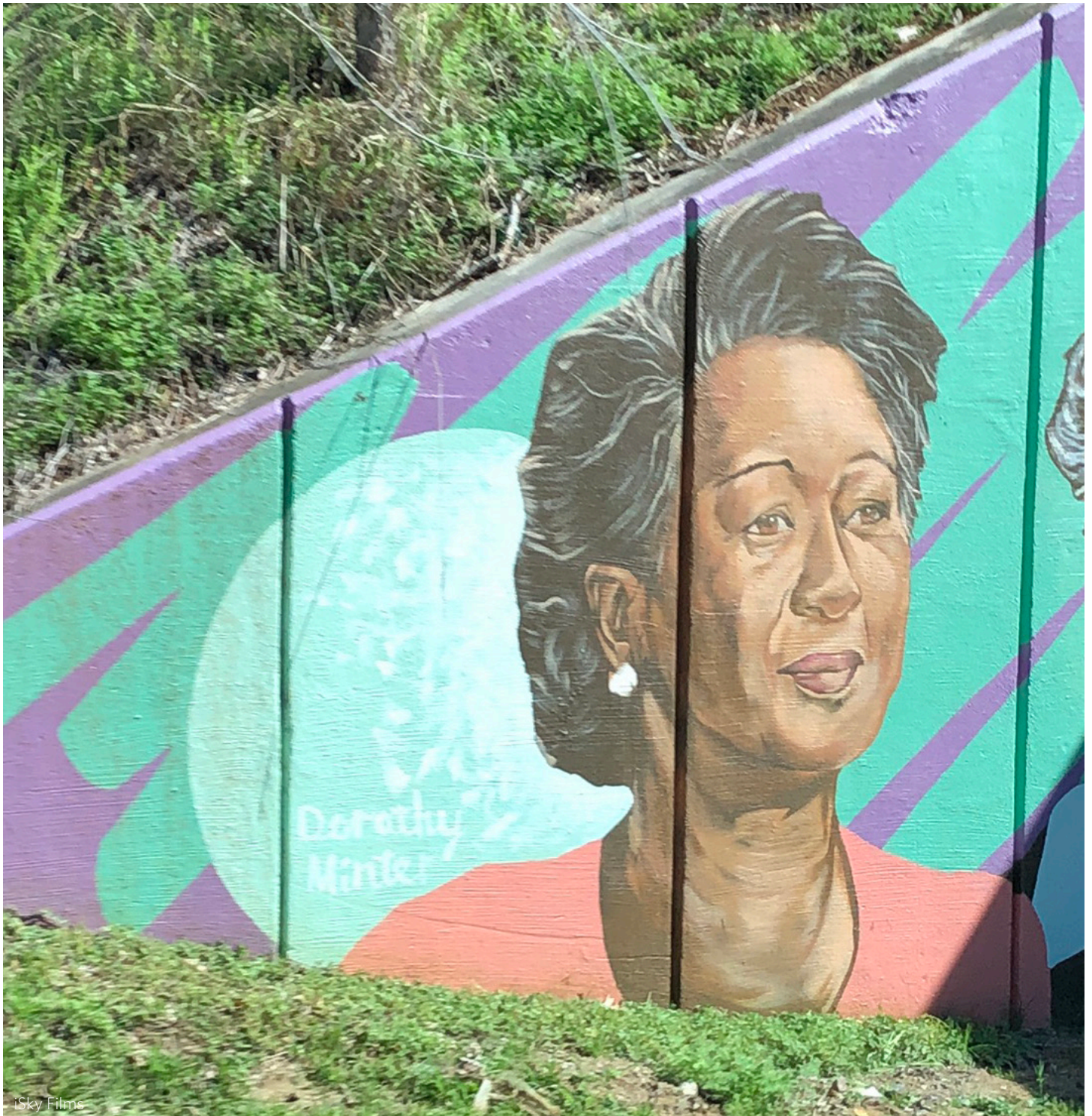
The key themes that emerged from the various engagement activities are shown in the graphic below.





## Vision for Southeast Denton

*Our vision for Southeast Denton is a harmonious future that ensures a diverse, resilient and inclusive community for generations to come. We will be a vibrant community that the City cultivates trust with, and that cherishes and preserves our rich Black history and culture, discourages gentrification, ensures shared prosperity, and elevates the overall quality of life through strategic investments.*





# RECOMMENDATIONS

Recommendations provide the broad picture of how to achieve the envisioned future of SEDAP. It lays out the desired outcomes and goals that emerged as the direct result of existing conditions analysis, and community and stakeholder engagements. Specific strategies and action steps are identified to achieve each of the goals. Future land use map and mobility networks are a major component of the SEDAP recommendations.





## Desired Outcomes

Community outreach culminated in a plan that celebrates the cohesiveness of this community by focusing on the following desired outcomes:

1. Southeast Denton will receive its fair share of political, economic, and social investment from the city to repair past harms.
2. Southeast Denton is a multicultural and diverse community that continues to celebrate its Black cultural roots.
3. The Southeast Denton community has strong, connected neighborhoods whose residents desire a variety of housing types and pricing options to allow a diverse range of ages and incomes to call this area home.
4. Southeast Denton will have a safe, accessible, and connected network for all modes of travel (pedestrians, bicyclists, transit, automobiles) to travel within and outside the neighborhood.
5. Southeast Denton residents will be able to enjoy public spaces and amenities (parks, programming, activities) that are equitable with the public spaces and amenities found elsewhere in Denton and the metroplex in quality, access, and availability.

## Goals

The recommended strategies and actions are based on five goals derived from the feedback received from the community during an extensive public engagement process (see Community Engagement Chapter). The goals for the Southeast Denton study area plan are:

1. Build trust within the community and with the City as a whole
2. Honor the culture and heritage of Southeast Denton
3. Invest in economic prosperity
4. Strengthen neighborhoods and housing affordability
5. Elevate the quality of public amenities and infrastructure
6. Create a safe and connected, multi modal travel system





## **GOAL 1: BUILD TRUST WITH THE COMMUNITY AND WITH THE CITY AS A WHOLE.**

The trauma of forcible relocation of Quakertown in 1923, negative impacts of land use decisions in and around the neighborhood, and lack of equitable public investment over the years compared to other parts of Denton have created a multi-generational distrust of local government in the Southeast Denton community. The recent development of new, higher density residential and mixed-use projects around the edges of the study area combined with a lack of communication and information flow between the city departments and the residents has fueled the fears of another forced displacement for the residents of Southeast Denton. The strategies in this section are focused on building community trust and partnership with the City to implement the vision articulated in this Plan.

### **STRATEGY 1.1: DEVELOP AND IMPLEMENT AN ANTI-DISPLACEMENT ACTION PLAN SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA TO SUPPORT HOUSING STABILITY FOR BOTH RENTERS AND HOMEOWNERS.**

Anti-displacement plans are used in neighborhoods experiencing rising rents and home prices by protecting existing residents and giving them more time and ability to choose if or where to move. Anti-displacement action plans offer tools and programs to anticipate and respond to displacement pressures from rising rents and home prices in Southeast Denton.

- **Action 1.1.1:** Budget funds to help support the tenant-based eviction prevention program with legal representation to forestall eviction.
- **Action 1.1.2:** Develop a series of pre- approved Accessory Dwelling Unit (ADU) designs for common lot sizes and existing ADU requirements to help homeowners speed development review and construction process.
- **Action 1.1.3:** Amend the Denton Development Code to remove minimum parking requirements for Accessory Dwelling Units.
- **Action 1.1.4:** Increase home repair and modification loans/grants to low-income homeowners in Southeast Denton to help homeowners address code violations, reduce energy costs, and create safe and age-friendly homes.
- **Action 1.1.5:** Collaborate with the Denton Central Appraisal District (Denton CAD) to ensure equitable appraisal methodologies provide market value based on the age and condition of individual homes and by raising the homestead, disabled person, and over age 65 exemption rates to the state limit for municipalities.

### **STRATEGY 1.2: CREATE A SOUTHEAST DENTON COMMUNICATION STRATEGY SPECIFIC TO SOUTHEAST DENTON STUDY AREA.**

A communication strategy is a plan that outlines how the City will communicate with Southeast Denton residents. It includes a set of goals and objectives, key messages, communication channels, tactics, and metrics to measure the success of the communication efforts. Effective communication is vital for building trust, encouraging citizen compliance, and can help City staff build understanding and support between the City Hall and Southeast Denton residents.

- **Action 1.2.1:** Create a consistent city-wide communication strategy for all departments to follow.
- **Action 1.2.2:** Develop communications materials that include visual descriptions in addition to concise writeups and is distributed through validators, ambassadors, and influencers that have the trust of the community.

### **STRATEGY 1.3: DEVELOP A PROGRAM TO RECRUIT MORE PARTICIPANTS FOR THE DENTON 360 PROGRAM FROM SOUTHEAST DENTON STUDY AREA.**

Denton 360 is a citizen leadership academy designed to create better informed and engaged residents by introducing them to the innerworkings of local government empowering them to participate more actively in decision- making. Despite historic program success, Southeast Denton residents have rarely been involved in Denton 360. Recruiting more Southeast Denton residents in Denton 360 will improve residents' understanding of local government and City staff's knowledge of community issues and concerns. This collaboration can improve the lines of communication and relationship between Southeast Denton residents and the City Hall.

- **Action 1.3.1:** Identify barriers to Southeast Denton resident participation in Denton 360 and implement a redesigned program, specially targeted towards younger generations (under 40 years old).



## GOAL 2: HONOR THE CULTURE AND HERITAGE OF SOUTHEAST DENTON.

In addition to the fear of displacement, the residents of Southeast Denton also fear that the social and physical changes in the area will soon lead to residents and visitors no longer being able to recognize the place and people that once called this area home. Southeast Denton is home to the descendants of families who settled here after being forcibly removed from nearby Quakertown. This community has planted deep roots in Southeast Denton despite the painful history and the decades of injustices that followed. These roots have made this community rich with culture and pride. The strategies in this section focus on honoring and preserving the historically significant memories and culture that has defined this area for over a century.

### STRATEGY 2.1: USE HISTORIC PRESERVATION TOOLS AND PROGRAMS, ESPECIALLY CONSERVATION DISTRICTS TO RECOGNIZE THE BUILT ENVIRONMENT AND THE FAMILIES WHO CREATED IT.

Individual historic landmarks and conservation districts are tools that preserve the exterior character or aesthetics of a structure. Historic landmark designation can protect vital historic assets in an area from threats such as encroaching development and disrepair. Historic assets can be protected at the national, state, or local level. A conservation district is a zoning tool to preserve the neighborhood's sense of place through architectural standards, development standards and special zoning provisions.

- **Action 2.1.1:** Conduct a historic resource survey of historic assets that are not yet locally designated, particularly the long-standing churches and original homes.
- **Action 2.1.2:** Hold workshops to educate residents on the benefits of historic landmark designation and conservation district designation as well as help property owners pursue historic landmark status on their property.
- **Action 2.1.3:** Apply for state and federal funding opportunities for churches, homes, and commercial properties, including Certified Local Government grants and African American Cultural Heritage Action Fund provided through the National Trust for Historic Preservation.

### STRATEGY 2.2: DEVELOP AND IMPLEMENT A SOUTHEAST DENTON HISTORY AND CULTURAL ROOTS PRESERVATION PROGRAM TO RECOGNIZE THE CULTURE AND THE FAMILIES WHO CREATED IT.

A preservation program for Southeast Denton would ensure that whatever demographic changes occur in the future, the physical environment will preserve and maintain remembrance of the area's cultural roots. Harlem in New York is a good example of maintaining the Black roots and history of an area. Maintaining a connection to the past also provides a sense of unique identity, inclusion, and belonging to the entire community.

- **Action 2.2.1:** Review, amend, and implement the Original Denton Cultural District boundaries to reflect the Southeast Denton Study Area and the Downtown Area separately.
- **Action 2.2.2:** Create Southeast Denton Cultural District that acknowledges the community's cultural roots by preserving, restoring, and developing physical and culturally significant elements of the area.
- **Action 2.2.3:** Activate the new Southeast Denton Cultural District through various activities such as a Heritage Walk, a cultural map, special signage, crosswalks with mural designs at intersections in the District, an archival event with the community to gather and document oral histories and displaying these at the American Legion Hall and/or MLK Jr. Recreation Center.



### GOAL 3: INVEST IN ECONOMIC PROSPERITY.

The main purpose of the strategies and actions in this section is to help create and keep the wealth in Southeast Denton and kickstart and advance larger investments or broader organizational/community goals. A mix of people-based and place-based economic development helps to maintain the close-knit community culture and character and ensures that Southeast Denton has a physical environment that fosters active businesses, access to jobs, and growth opportunities.

#### STRATEGY 3.1: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.

People-based strategies strengthen small businesses, provide needed social services, and concentrate on building capacity. These strategies acknowledge the realities of community members' lives, including a need for flexible daycare opportunities, workforce education, mentoring opportunities, support for young people, and crime reduction and safety.

- **Action 3.1.1:** Amend regulatory barriers for home-based businesses, for example, by removing the Specific Use Permit (SUP) requirement for small Family Home Day Cares in residential districts.
- **Action 3.1.2:** Provide financial assistance to reduce Stoke (Stoke provides workspace, office amenities and a supportive, resourceful community for startups, entrepreneurs, remote workers, freelancers, small businesses, and tech-enabled companies and provides programming and events to foster growth and collaboration) membership costs and market this and other opportunities such as maker spaces, pop-up markets, and events available to entrepreneurs and small businesses to Southeast Denton residents.

#### STRATEGY 3.2: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.

Place-based economic development activities focus on supporting the built environment of an area by enhancing buildings, infrastructure, and other physical improvements in the area to improve the lives of all of the people who live and work there. These strategies provide suitable spaces for small businesses to incubate, offer gathering spaces for people to exchange ideas, and activate new clusters of economic activity.

- **Action 3.2.1:** Create economic development incentive packages, including Tax Increment Financing (TIF), Chapter 380 grants, and property tax abatement, to support these activities and to draw small fresh-foos stores or full-service grocery store chains to Southeast Denton.
- **Action 3.2.2:** Re-imagine underutilized light industrial space in Southeast Denton, especially along the southern border of the study area by amending the future land use plan to expand the Community Mixed Use land use and adding a commercial zoning overlay.
- **Action 3.2.3:** Identify vacant commercial buildings or sites to repurpose the space to: establish a market using parking lots or park property to allow food trucks, craft vendors, small businesses, and kiosks to allow start-up businesses to foster a loyal client base before making larger investments; and/ or create off-site commercial kitchens in a re-imagined business incubator space to establish new restaurants, bakeries, or packaged food creators; and/or initiate a grocery co-op, community gardens, community kitchens, and/or fresh food pantries by working with non-profits in the area.
- **Action 3.2.4:** Amend the Downtown Tax Increment Finance (TIF) District (TIRZ #1) Financing Plan to include TIF funding for portions of Southeast Denton because the stability of Southeast Denton is vital to the success of the eastern portion of the Downtown TIF district. Such funding should include home repair and homebuyer assistance and additional pedestrian facilities to connect Southeast Denton to downtown, street trees, etc. (TIF funding may be used outside the TIF district for affordable housing and pedestrian linkages into the district).



### STRATEGY 3.3: ESTABLISH A NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TO SPUR COMMUNITY INVESTMENT, REDUCE TAXES, AND INCREASE AFFORDABLE HOUSING AND ECONOMIC OPPORTUNITIES IN SOUTHEAST DENTON.

In a NEZ area the City can encourage actions such as renovation and new construction of affordable housing, investing in a new business, or improving commercial space in exchange for development fee reimbursements, property tax abatements, and sales tax refunds. This helps to lower the financial burden on the property owner in the first few years after the investment.

- **Action 3.3.1:** Create a NEZ program statement, including the purpose of the program, the benefits of the zone, participation requirements, and compliance criteria.
- **Action 3.3.2:** Designate a NEZ boundary and follow steps Sec. 380.003 in Chapter 378 of the Texas Local Government code to establish a NEZ in Southeast Denton, including required public notice and hearings. Implement and market the NEZ by creating application materials, a procedure manual, and a guidebook for applicants and create outreach material to encourage participation in the program.

## GOAL 4: STRENGTHEN NEIGHBORHOODS AND HOUSING AFFORDABILITY.

The main purpose of the strategies and actions in this section is to maintain the existing character of the neighborhoods, reduce speculation and help keep the rate of land value growth from rising too fast, and prevent encroachment of large-scale downtown-style developments in Southeast Denton, and help existing homeowners stay in their homes.

### STRATEGY 4.1: ESTABLISH OVERLAY DISTRICTS TO PROTECT EXISTING NEIGHBORHOOD SCALE AND CHARACTER.

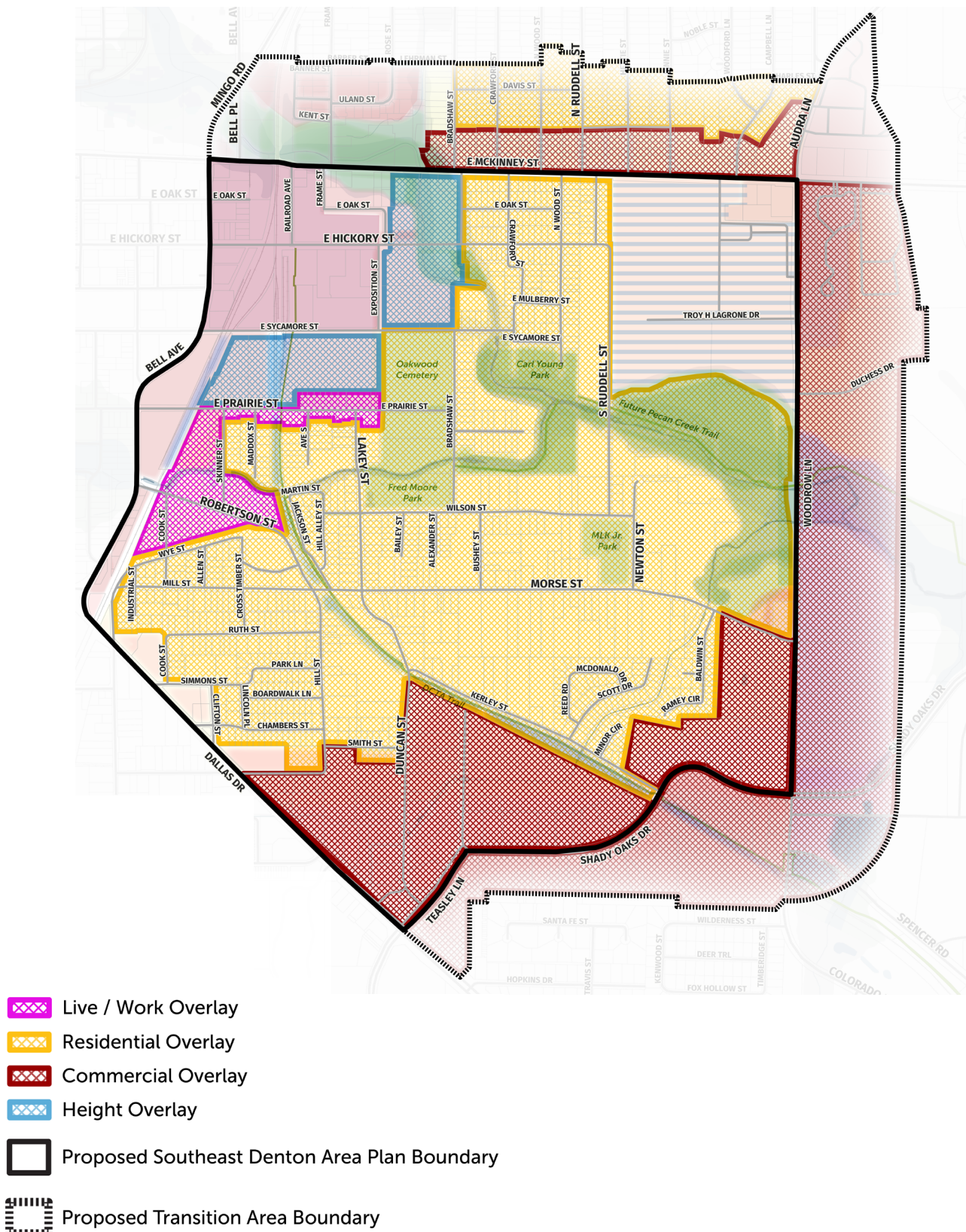
Overlay districts work in conjunction with the underlying zoning district to provide additional regulations in a designated area. These districts can limit height, allow additional uses, require a higher design standard, adjust parking regulations, or anything else normally regulated through zoning. Southeast Denton residents' welcome new development in the area if it respects the scale and feel of the existing neighborhood, such as moderately sized single-family homes, duplexes, triplexes, small apartment buildings, and pocket neighborhoods clustered around a central courtyard or green space. limit the scale, design, and urban pattern of developments/redevelopments in Southeast Denton.

- **Action 4.1.1:** Create a residential overlay district as shown in Figure 32 to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.
- **Action 4.1.2:** Create a commercial overlay district as shown in Figure 32 that focuses on walkable neighborhood design and uses, including, but not limited to, limiting building height, removing barriers to redevelop smaller infill lots, reducing parking and requiring it to be located behind buildings, requiring enhanced front elevations such as larger windows and pedestrian-scaled entrances, and ensuring larger tracts include a well-defined, walkable transportation network.
- **Action 4.1.3:** Create a live-work overlay district as shown in Figure 32 that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this live-work overlay also.



### FIGURE 32. PROPOSED OVERLAYS

Source: HDR





### FIGURE 33. EXAMPLES OF DESIRED SCALE AND CHARACTER

Sources: Adobe Stock and HDR







**MULTIFAMILY APARTMENTS**



**SINGLE FAMILY HOME AND BUSINESS**



**SMALL RETAIL SHOP**



**STRIP MALL**



**MULTI-STORY WALKABLE RETAIL**

Note: These images were scored as desirable by 70% or more respondents to the visual preference survey.



## STRATEGY 4.2: ADJUST THE PROPOSED FUTURE LAND USES IN THE DENTON 2040 COMPREHENSIVE PLAN FOR SOUTHEAST DENTON TO MATCH THE FUTURE LAND USES SHOWN IN FIGURE 33 AND IMPLEMENT THESE LAND USE RECOMMENDATIONS THROUGH REZONING.

The purpose of small-area plans is to further refine the future land uses recommended in the citywide Denton 2040 Comprehensive Plan to a specific area to align future development/redevelopment with each community's specific needs. The actions below will ensure that in addition to allowing all people that wish to live in Southeast Denton can afford to do so, future developments will be compatible with the existing areas that the community wishes to preserve.

- **Action 4.2.1:** Rezone the existing Light Industrial zoned areas in the south portion and the existing Suburban Corridor zoned area in the northeast portion of the study area (See Figure 15) to be compatible with the community mixed use description in the Denton 2040 Comprehensive Plan.
- **Action 4.2.2:** Coordinate with Denton County on facility planning efforts to ensure land uses and design of the County property is compatible with surrounding neighborhoods.
- **Action 4.2.3:** Rezone a portion of the existing Mixed Use Neighborhood zoning east of the railroad to Moderate Residential zoning to allow transition to low density residential areas, and add a height overlay to the Mixed Use Neighborhood zoning as shown in Figure 32 to allow compatible transition between the Downtown Core zoning height requirement and the new residential/commercial overlay district height limits.
- **Action 4.2.4:** Rezone the Light Industrial zoned area at the northwest corner of the Morse Street and Woodrow Lane to Neighborhood Mixed Use zoning.

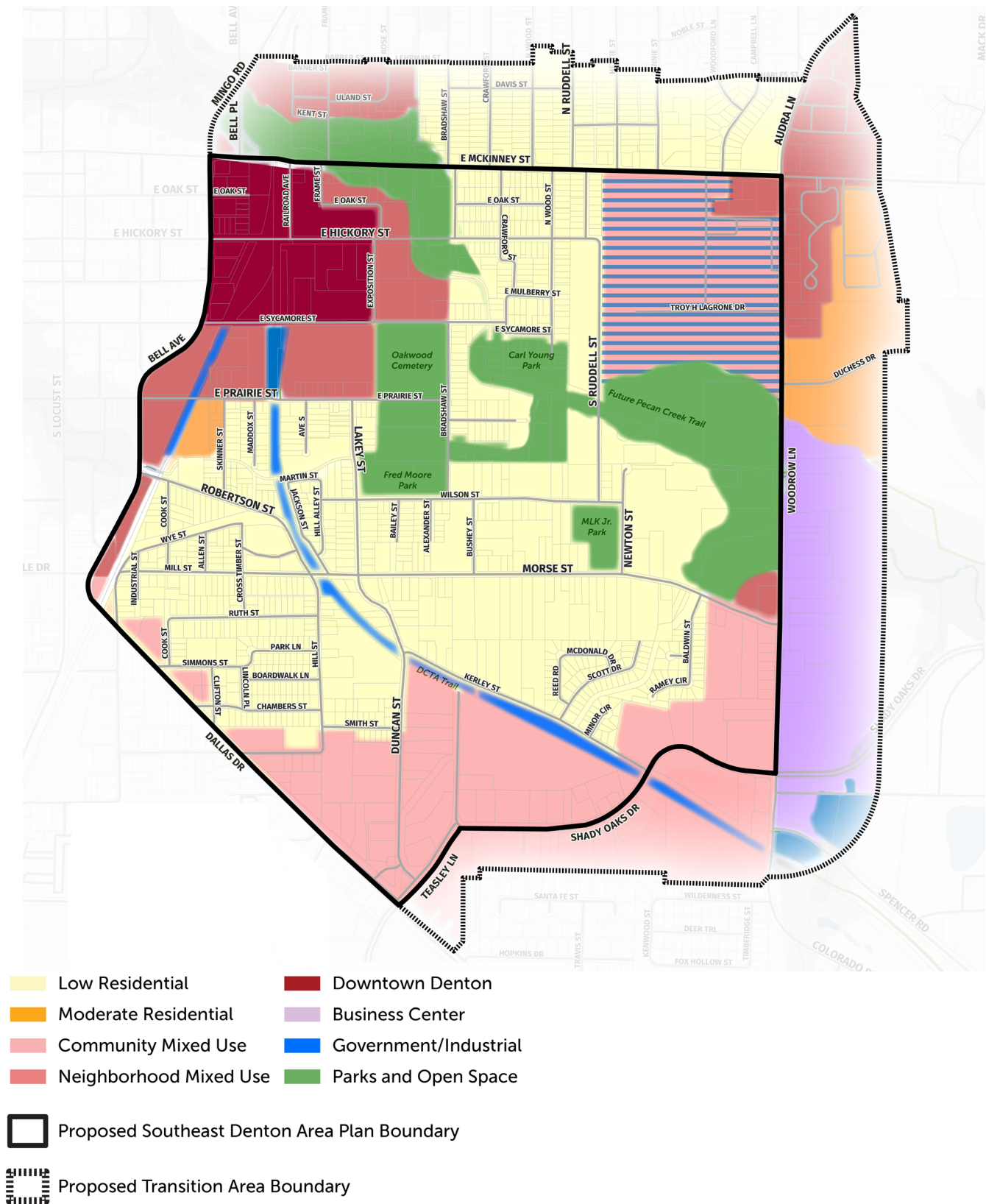




**FIGURE 34. PROPOSED FUTURE LAND USE PLAN**

Source: HDR

Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.





### **STRATEGY 4.3: ESTABLISH A NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA) IN SOUTHEAST DENTON STUDY AREA.**

NRSAs help ensure revitalization efforts (such as increased home ownership, home repair programs, economic development efforts, and additional investment in the NRSA) work together to benefit the existing low- and moderate-income residents of the NRSA. The key benefit of establishing a NSRA is that it offers significant additional flexibility in the federal Housing and Urban Development's (HUD's) otherwise stringent Community Development Block Grant (CDBG) regulations. They also allow cities to use CDBG grants to focus efforts in a geographically specific area. CDBG funds can be used for housing construction and rehabilitation, public facilities improvements, homeownership assistance, economic development assistance, and other similar uses.

- **Action 4.3.1:** Draft and submit an NRSA application to HUD and develop involvement from other organizations as part of the NRSA application leverage requirement.

### **STRATEGY 4.4: INCREASE ACCESS TO CAPITAL IN SOUTHEAST DENTON STUDY AREA BY CREATING A CONSORTIUM OF BANKS FOR MORTGAGE LENDING.**

This is a market-based approach to improving lives in Southeast Denton and requires very little City financial investment. This would be a proactive effort to prevent predatory lenders and encourage investment in Southeast Denton study area that historically has not had equitable access to banks and finance. This strategy would signal that Denton has a culture of encouraging banks to increase access to the capital needed for Southeast Denton and its residents to thrive.

- **Action 4.4.1:** Establish a community investment committee that is responsible for working with bankers and lenders to establish equitable lending practices for housing and small businesses.

### **STRATEGY 4.5: COORDINATE WITH DENTON INTERDEPENDENT SCHOOL DISTRICT (DISD) TO ENSURE THE SOUTHEAST DENTON STUDY AREA SCHOOLS SERVE AS NEIGHBORHOOD SCHOOLS.**

Neighborhood public schools have the potential to be the centers of their community, to be the driving force of a prosperous community, and serve as anchor institutions in their communities, by hosting various sporting events, theater performances, and community-directed events. The closer a student lives to their school, the more access the parents will have to the resources at that school. Families who currently don't have the time or resources to travel to their children's distant schools, will have the ability to participate in their education if they go to a school within the neighborhood. With increased access to the schools, parents will become more involved. Families will become interwoven through their strong neighborhood public schools. As the students begin to develop life-long relationships through their neighborhood schools, the parents will also develop strong relationships. The relationships developed in school will create stronger family ties within the neighborhood, ultimately leading to an environment of communal cohesion and trust.

- **Action 4.5.1:** Work with DISD to adjust the attendance zone boundary for Rivera Elementary School to include the entire Southeast Denton study area to ensure that Southeast Denton families have a neighborhood school allowing the residents to save time and strengthen community bonds.



## GOAL 5: ELEVATE THE QUALITY OF PUBLIC AMENITIES AND INFRASTRUCTURE.

Public amenities and infrastructure are a crucial factor in determining the quality of life for residents in a community. Neighborhood scale built environment can contribute to health, well-being, and happiness of the residents. Therefore, public amenities and infrastructure such as parks, open, natural, and green spaces, design of roadways and buildings that is based on improving participation and engagement, access, identity, safety, and inclusion enhances social interactions, leisure, health and safety in a neighborhood. This ultimately leads to subjective well-being and a higher quality of life for the entire community.

### STRATEGY 5.1: UPGRADE THE EXISTING PARKS IN SOUTHEAST DENTON TO HIGHER-QUALITY PARKS.

Incremental (short-, mid-, and long-term) improvements to existing parks and facilities can improve aesthetics of an area and create a welcoming environment. Together, these increase opportunities for the community to gather outside, recreate, and engage in fitness activities, and they signal that a place is well-loved and cared for. Southeast Denton has two parks, two recreation/ community centers, publicly owned open space, and creeks running through the neighborhood. The MLK, Jr. Center and the American Legion Hall Senior Center are well-used local hubs of programming and activity. These existing amenities offer opportunities for beautifying Southeast Denton and adding to the recreational green space. Improvements that: add accessibility, increase safety/comfort, provide a variety of activities and experiences that appeal to a variety of users, and use park design and programming reflecting the culture and interests of community members will lead to a higher-quality parks system in Southeast Denton.

- **Action 5.1.1:** Implement key recommendations and action items in the 2022 Parks, Recreation, and Trails System Master Plan, improve existing parks, senior center, and recreation center in Southeast Denton, and improve access to regional facilities to serve some of the program needs in Southeast Denton.

### STRATEGY 5.2: ENHANCE THE PHYSICAL QUALITY OF PUBLIC INFRASTRUCTURE THROUGH STORMWATER MANAGEMENT SYSTEMS IN THE SOUTHEAST DENTON STUDY AREA.

Southeast Denton's abundant green space, trees, and creeks provide an opportunity for the city to improve stormwater management and add to the City's park space at the same time. Developing stormwater management infrastructure in the area using design elements that serve as both utility and amenity such as rain gardens, bio swales, culvert removal, reintroduction of native vegetation and animals and nature reconnection and restoration will ensure that development reduces rather than exacerbating existing flooding and drainage issues in the area.

- **Action 5.2.1:** Create a stormwater management plan for the Southeast Denton area to address erosion, ponding, and stream bank issues by identifying streets, parks, and open spaces with severe erosion or ponding issues.
- **Action 5.2.2:** Update the relevant design manuals and ordinances to require projects to incorporate smaller-scale green stormwater and bio-infrastructure and identify techniques to restore the natural function of the Pecan Creek.
- **Action 5.2.3:** Purchase additional property near Pecan Creek to add to the City's inventory of park space and protect the trees to help mitigate the impacts of stormwater.
- **Action 5.2.4:** Facilitate environmental education programs to raise awareness about water quality by conducting an annual or biannual cleanup day for parks and creeks.



## STRATEGY 5.3: ENHANCE PROGRAMMING AND CITY-SPONSORED EVENTS IN EXISTING PARKS AND RECREATION CENTERS IN SOUTHEAST DENTON.

Park programming is a way to increase the functionality of a park by making the space more effective and increasing usage by providing memorable experiences for everyone. In addition to improvements like interactive playgrounds, inclusive play structures, splash pads, outdoor fitness, etc. community events bring a community together for holidays or celebrations and create an avenue for a collaborative and inclusive interaction among the diverse populations and cultures. In addition to providing access to interim entertainment for the residents, hosting events and festivals in Southeast Denton would lead to capture of labor spend, increase in temporary labor hours, and increase in sales tax receipts. All these benefits can also help repair the perceptions in and around the study area both within Southeast Denton and the region.

- **Action 5.3.1:** Enhance existing gazebo/amphitheater and/or install a stage at Fred Moore Park and/or the MLK Jr. Recreation Center to show films from the Denton Black Film Festival and collaborate with the Storytelling, Blues, and Arts & Jazz Festivals to be hosted in Southeast Denton Parks as neighborhood events.
- **Action 5.3.2:** Improve collaboration between the Juneteenth Festival organizers and the Southeast Denton community to add oral history and storytelling at the Juneteenth events to ensure that keepers of local history have an opportunity to share that history before it is lost.
- **Action 5.3.3:** Offer small community grants to community leaders and organizers to host block parties and markets within the Southeast Denton community. These events could be around a season (i.e. Spring Fest or Fall Carnival) or they can be held around specific holidays and celebrations (i.e. MLK Day Festival, Cinco de Mayo, Hispanic Heritage Month, Earth Day Festival, Black History Month Kick Off, etc.)

## GOAL 6: CREATE A SAFE AND CONNECTED, MULTI-MODAL TRAVEL SYSTEM

Transportation facilities provided within the street shape mobility and travel decisions, directly and indirectly impacting environmental quality, public health and safety, and quality of life. The type of travel system in an area can help create community wealth, foster inclusive growth, and maintain a character and culture, where people feel connected. The strategies for this goal focus on providing a more robust, connected roadway network in Southeast Denton that will differentiate between streets through adjacent land uses, and roads which are multimodal facilities that consider the context of the place and the function of the road, whether this be sidewalks, bicycle facilities, or transit integration.

## STRATEGY 6.1: IMPROVE STREET NETWORK TO PRIORITIZE CONNECTIVITY AND MULTI-MODAL CONNECTIONS.

An improved street network would allow residents to choose from various modes of transportation, make navigation across Southeast Denton safer for people, especially children and people with disabilities, reduce carbon emissions by encouraging active modes of transportation (walking, biking, public transit), beautify the community, and help to spark economic growth by giving context to commercial developments next to the roadways.

- **Action 6.1.1:** Evaluate changing the existing street cross sections for Hickory Street, Morse Street, Duncan Street, Lakey Street, and Roberston Street. Also evaluate improvements along Bell Avenue, Woodrow Lane, and Sycamore Street at least through Southeast Denton area to more pedestrian and bike friendly multimodal corridors (See sample cross-sections in Figure 35).
- **Action 6.1.2:** Conduct public outreach, education, and coordination with residents as part of any roadway design and improvement program to ensure final street sections meet the needs of those who are most impacted.
- **Action 6.1.3:** Undertake a pilot program on Morse Street, and/or Lakey Street, and/or areas of Duncan Street as an intermediate solution and to test appropriate safety interventions with tactical urbanism approaches that use low-cost materials to experiment and gather input on potential street design changes such as reduced travel lanes, larger sidewalks, trees, medians, and bike lanes as shown in the recommended cross sections in Figure 35.
- **Action 6.1.4:** Fill in the sidewalk gaps along Morse Street, Roberston Street, Prairie Street, Duncan Street, and Bell Avenue.
- **Action 6.1.5:** Require public streets that increase connectivity in the street network through Southeast Denton as a part of future development/redevelopment on 5 acres or more in size in the Southeast Denton study area.



## STRATEGY 6.2: ENHANCE PEDESTRIAN AND BICYCLE SAFETY AT INTERSECTIONS.

Currently, most of Southeast Denton's main roads have sufficient rights-of-way to re-purpose them in several different configurations to include on-street improvements such as traffic safety measures and pedestrian and bicycle facilities to enhance connectivity and safety on the roadways. This could include either on- or off-street separated bicycle paths, wider sidewalks, street plantings, upgrading existing street lighting, as well as adequate travel lanes.

Some ways of improving safety on roadways is to use traffic calming measures to reduce speeding that could include on-street parking lanes, vibrant crosswalks, speed tables at crossing points, vertical bollards between general purpose lane and on- street bike lane, planting street trees to create a visual perception of narrow streets, enforcing site triangles and so on.

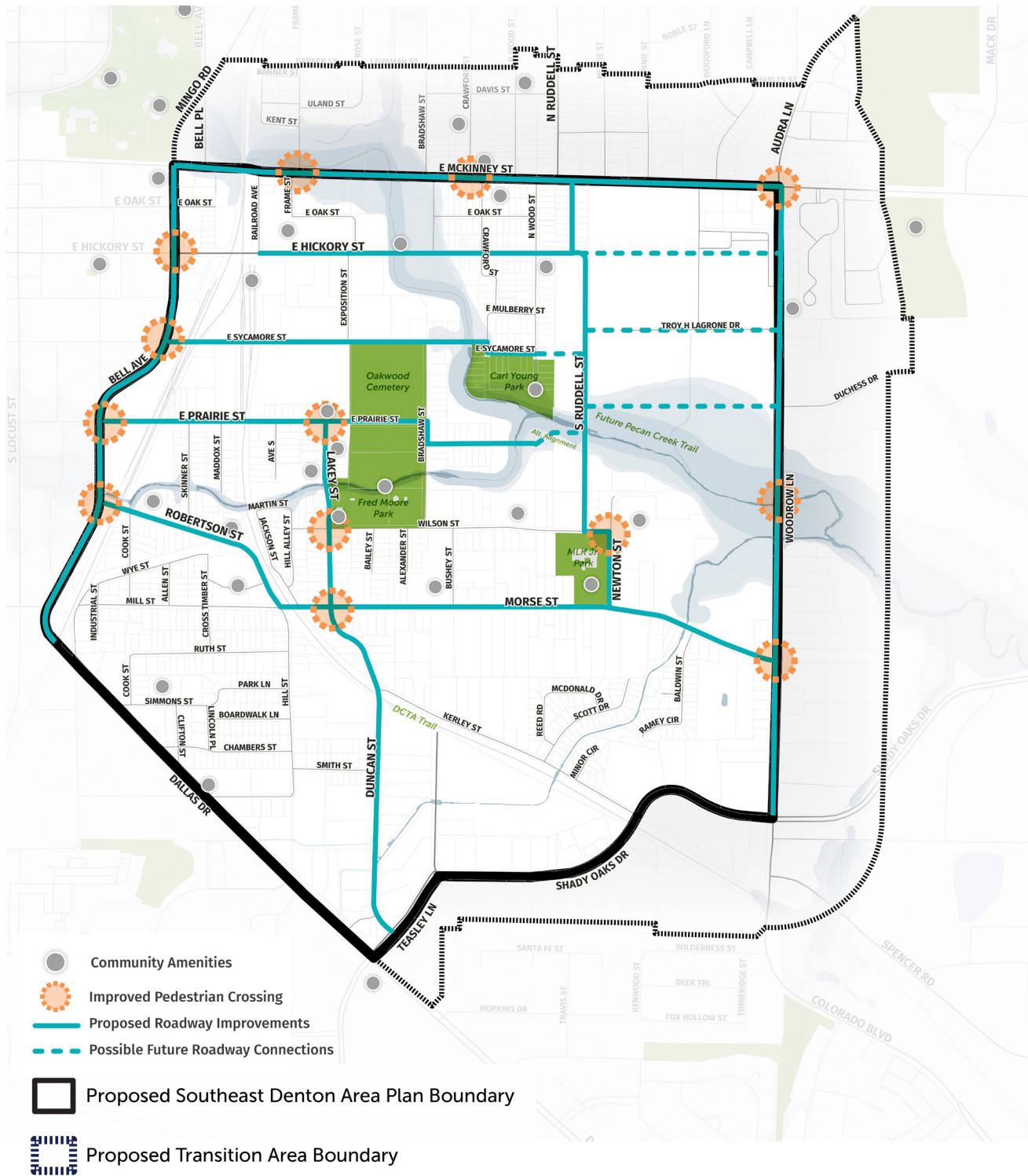
- **Action 6.2.1:** Improve safety by installing ADA compliant pedestrian crossing signals, stop signs, and colorful crosswalk designs at the following intersections - Bell Avenue at Robertson Street, Prairie Street, and Sycamore Street, McKinney Street at Frame Street, Crawford Street and Woodrow Lane, and add a traffic signal at Woodrow Lane and Morse Street based on the recently conducted warrant study.
- **Action 6.2.2:** Improve safety for all users at the intersection of Smith Street and Duncan Streets. An example would be to enforce the sight triangle which would ensure clear visibility for turning vehicles at this intersection.





**FIGURE 35. PROPOSED IMPROVEMENTS**

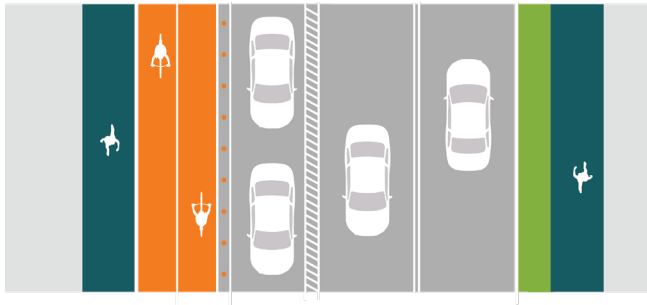
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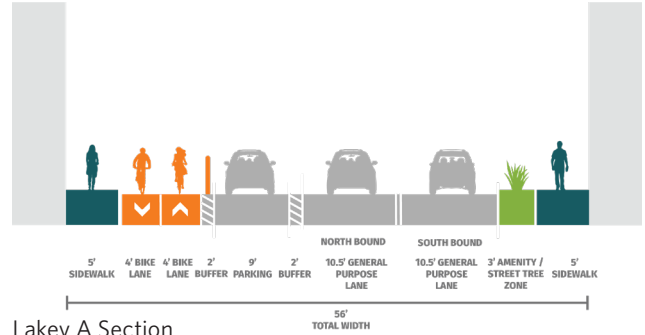


# FIGURE 36. PROPOSED CROSS SECTIONS

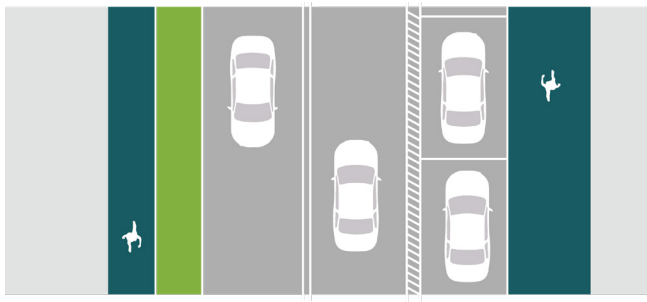
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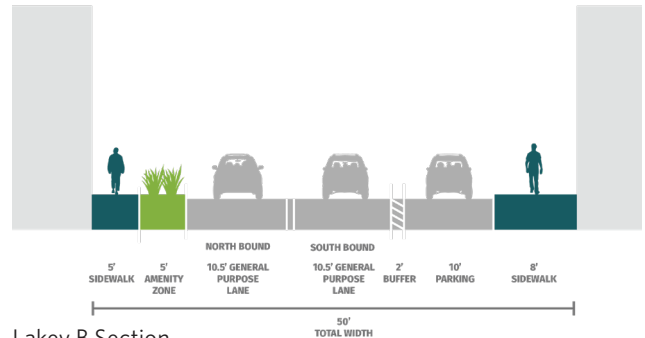
Lahey A Plan



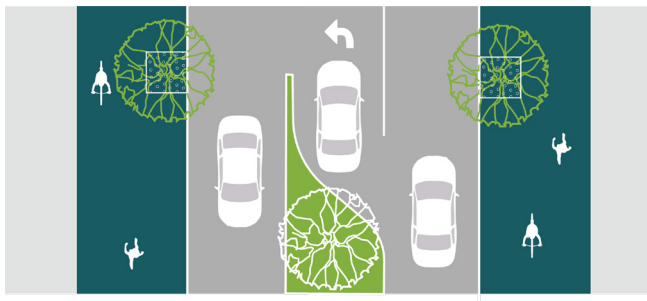
Lahey A Section



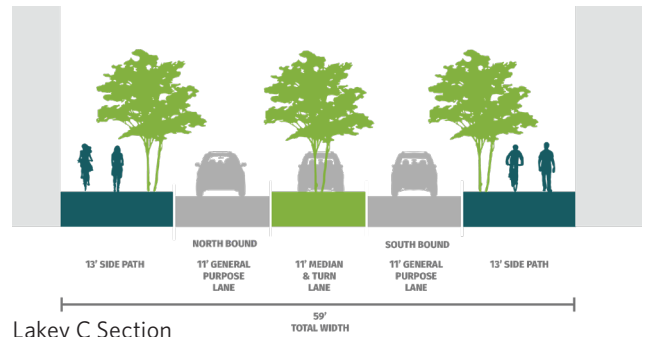
Lahey B Plan



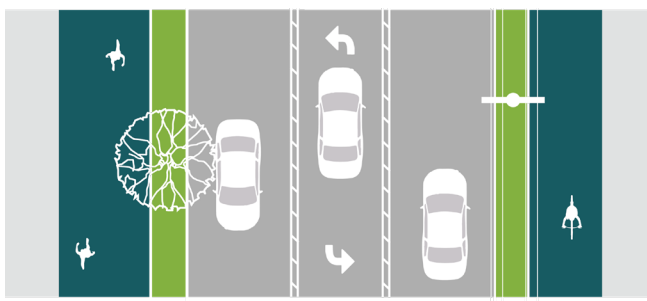
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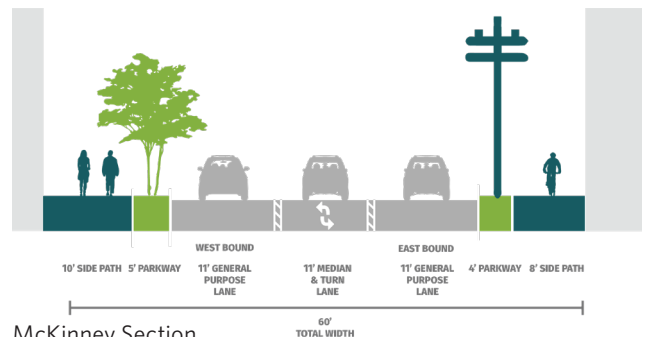
Lahey C Plan



Lahey C Section



McKinney Plan

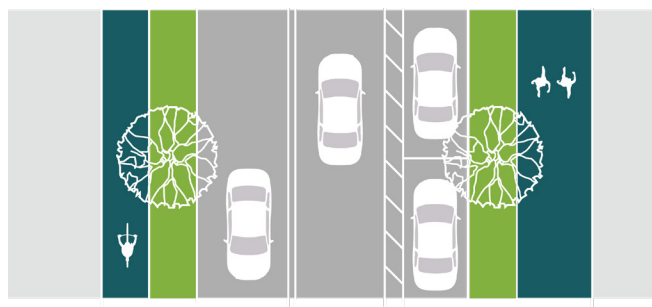


McKinney Section

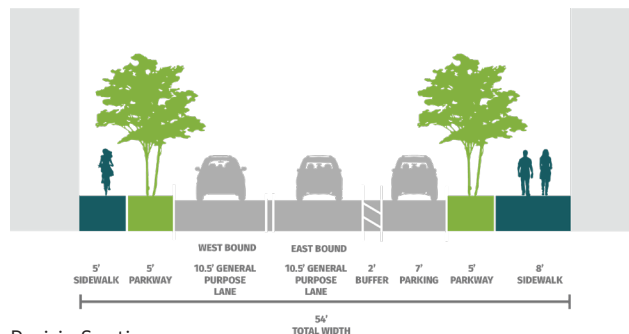


## FIGURE 37. PROPOSED CROSS SECTIONS

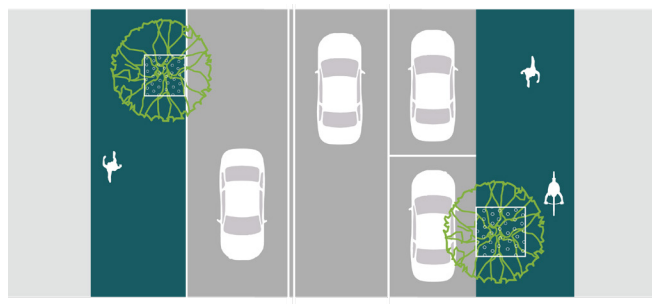
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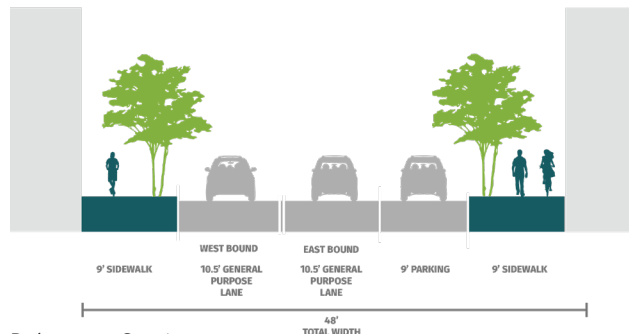
Prairie Plan



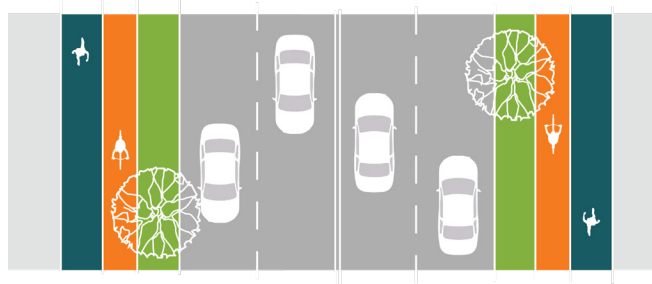
Prairie Section



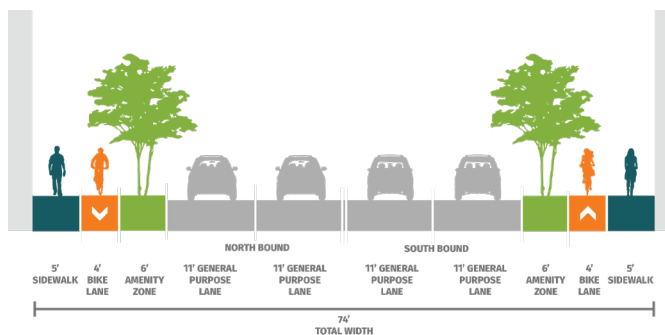
Robertson Plan



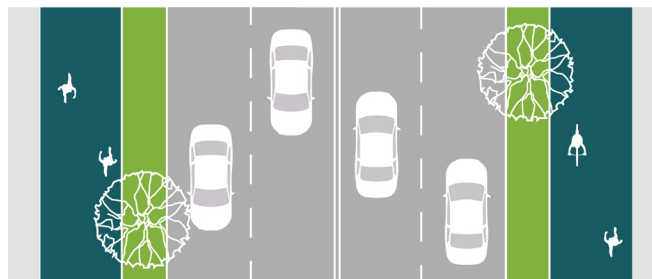
Robertson Section



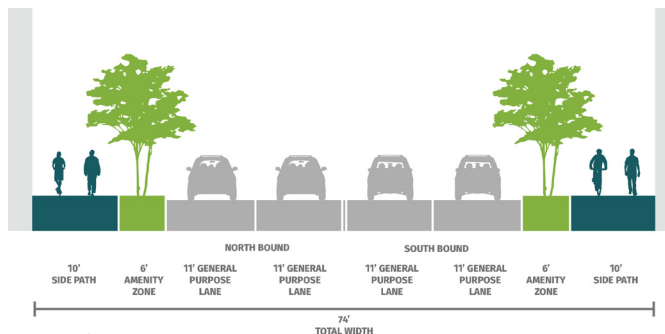
Woodrow A Plan



Woodrow A Section



Woodrow B Plan



Woodrow B Section



### **STRATEGY 6.3: DEVELOP A NETWORK OF TRAILS THROUGH THE EXISTING OPEN SPACES AND DRAINAGE EASEMENTS TO CONNECT RESIDENTIAL, COMMERCIAL, AND PUBLIC PLACES (PARKS, SCHOOLS, ETC.) TO FORM AN ACTIVE TRANSPORTATION NETWORK BOTH WITHIN AND OUTSIDE SOUTHEAST DENTON.**

Off-street trails are safe, convenient, enjoyable places where residents can walk, bike, and connect with neighbors. Off-street trails complement roadway infrastructure to offer a safe, well-connected system for pedestrians and bikes. The publicly owned lands around drainage areas and creeks, existing parks, and wide rights of way together provide an opportunity to develop off-street trails and linear parks and create a safer system for walking and biking in Southeast Denton.

These trails would connect people and places in the community, provide a social infrastructure to maintain the strong neighborhood bonds, encourage healthy lifestyle by providing residents with easy access to a linear park and walk/bike paths, protect the environment, increase the value of nearby properties, and increase social equity by providing an affordable mobility option.

- **Action 6.3.1:** Add a separate initiative in the future bond program to develop a well-connected system of off-street trails using existing easements, parks and open spaces, and land along creeks and natural drainage systems that provides regional trail system connectivity, prioritizes side path projects that connect to key destinations such as parks and schools, and enhances pedestrian connectivity within the Southeast Denton study area.
- **Action 6.3.2:** Add funding in the future bond program for construction of ADA compliant trail heads at key points along the trail network to provide parking, bike parking, drinking water fountains, etc.
- **Action 6.3.3:** Amend the Parks, Recreation, and Trails System Master Plan and the Pecan Creek Regional Trail Master Plan to extend the Future Pecan Creek Trail north past Carl Young Park to the south side of McKinney Street.

### **STRATEGY 6.4: STRENGTHEN THE CONNECTIONS TO DOWNTOWN AND SURROUNDING NEIGHBORHOODS FOR ALL MODES OF TRANSPORTATION.**

Downtown Denton draws citywide and regional crowds by offering a place for restaurants and entertainment, is located close to regional transportation through the rail system and is an economic hub for employers. Connecting the Southeast Denton to the downtown core would allow Southeast Denton residents easy access to the amenities and opportunities in Downtown Denton while bringing in the desired economic activity due to Southeast Denton study area's proximity to the downtown core.

- **Action 6.4.1:** Align intersections across Bell Avenue at Hickory Street, Sycamore Street, Prairie Street, and Robertson Street with the Downtown Area Plan cross section recommendations to ensure continuity and an easier pedestrian and bicycle connectivity for residents of Southeast Denton to downtown.
- **Action 6.4.2:** Work with the Denton County Transportation Agency to fill the gaps within the current bus system and recommend additional routes, especially connecting to and through Downtown Denton.
- **Action 6.4.3:** Create trail connections from downtown to the Pecan Creek Regional Trail & DCTA Katy Trail.



# IMPLEMENTATION STEPS

The best plans are of little value if they are not implemented. The implementation of Southeast Denton Area Plan requires proactive leadership and collaboration of public agencies at multiple jurisdictional levels from the City of Denton and Denton County to the Denton Independent School District (DISD), among other agencies. Plan implementation is also dependent on the full support and participation of landowners, residents, businesses and the development community.





## ACTION PLAN MATRIX

This chapter informs about the roles of various agencies responsible for adoption of regulations, administration of regulatory tools, community engagement, and financing policies that can guide and encourage private development alongside public investment. The following action matrix takes the strategies and actions established in the Recommendations chapter one step further by assigning time frames and responsible parties to each action. It will function as a tool to monitor progress of the recommended strategies.

### AGENCY ACRONYMS

INTERNAL CITY DEPARTMENTS	ACRONYM
City Attorney's Office	CAO
City Manager's Office	CMO
Facilities Management	FM
Finance	F
Media Contacts / Marketing & Communications	MCMC
Community Services	CS
Environmental Services	ENV. SER.
Keep Denton Beautiful	KDB
Health and Food Safety	HFS
Parks and Recreation	PR
Development Services	DS
Economic Development	ED
Engineering Services	ENGI. SER.
Streets	ST
Transportation Services	TS
Real Estate	RE

### AGENCY ACRONYMS

EXTERNAL PARTNERS	ACRONYM
Denton County Appraisal District	DCAD
Denton Independent School District	DISD
University of North Texas	UNT
Texas Women's University	TWU
North Central Texas College	NCTC
North Central Texas Council of Governments	NCTCOG
Trust for Public Land	TPL
Workforce Solutions of North Texas	WSNT
Denton County Historical Commission	DCHC
Texas Commission on the Arts	TCA

## TIME FRAMES

TERMS	DESCRIPTION
Short-Term	One to Two Years
Mid-Term	Three to Five Years
Long-Term	Six to Ten Years

## ACTION TYPE

TERMS	DESCRIPTION
Development Regulations	Zoning, codes, ordinance-related; site planning and development
Study / Plan	Studies, plans, evaluations, research into options, inventories, demonstration projects
Coordination / Outreach	Convening and coordinating; educating, promoting, marketing
Systems / Support	Adjustments to or expansion of current core systems; continuing support to systems currently in place; implementation of pre-existing plans/programs; improvements to infrastructure, community facilities
Program / Organization	Programmatic changes/additions; development of new tools, processes, and programs; creation of new institutions
Financial	Issues of funding and financing





ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
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## GOAL 1 - BUILD TRUST WITHIN THE COMMUNITY AND WITH THE CITY AS A WHOLE

### STRATEGY 1.1: DEVELOP AND IMPLEMENT AN ANTI-DISPLACEMENT ACTION PLAN SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA TO SUPPORT HOUSING STABILITY FOR BOTH RENTERS AND HOMEOWNERS.

Action 1.1.1	Budget funds to help support the tenant-based eviction prevention program with legal representation to forestall eviction.	CS, CAO, F External Partners - UWD, LANWT	Mid-Term	Financial	N
Action 1.1.2	Develop a series of pre- approved Accessory Dwelling Unit (ADU) designs for common lot sizes and existing ADU requirements to help homeowners speed development review and construction process.	DS	Short-Term	Study/ Plan	N
Action 1.1.3	Increase home repair and modification loans/grants to low-income homeowners in Southeast Denton to help homeowners address code violations, reduce energy costs, and create safe and age-friendly homes.	CS, MCMC	Short-Term	Coordination/ Outreach	N
Action 1.1.4	Amend the Denton Development Code to remove minimum parking requirements for Accessory Dwelling Units.	DS	Short-Term	Development Regulations	N
Action 1.1.5	Collaborate with the Denton Central Appraisal District (Denton CAD) to ensure equitable appraisal methodologies provide market value based on the age and condition of individual homes and by raising the homestead, disabled person, and over age 65 exemption rates to the state limit for municipalities.	DS, CMO, DCAD	Mid-Term	Financial	N

### STRATEGY 1.2: CREATE AND IMPLEMENT A CITY COMMUNICATION STRATEGY SPECIFIC TO SOUTHEAST DENTON STUDY AREA.

Action 1.2.1	Create a consistent city-wide communication strategy for all departments to follow that will be tailored for Southeast Denton.	MCMC, All Internal Agencies	Short-Term	Coordination/ Outreach	N
Action 1.2.2	Develop communications materials that include visual descriptions in addition to concise writeups and is distributed through validators, ambassadors, and influencers that have the trust of the community.	MCMC, All Internal Agencies	Short-Term	Coordination/ Outreach	N

### STRATEGY 1.3: DEVELOP A PROGRAM TO RECRUIT MORE PARTICIPANTS FOR DENTON 360 PROGRAM FROM SOUTHEAST DENTON STUDY AREA.

Action 1.3.1	Identify barriers to Southeast Denton resident participation in Denton 360 and implement a redesigned program, specially targeted towards younger generations (Millennials and Gen Z).	CMO, All internal Departments	Short-Term	Program/ Organization	N
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ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
<b>GOAL 2 - HONOR THE CULTURE AND HERITAGE OF SOUTHEAST DENTON</b>					
<b>STRATEGY 2.1: USE HISTORIC PRESERVATION TOOLS AND PROGRAMS, ESPECIALLY CONSERVATION DISTRICTS TO RECOGNIZE THE BUILT ENVIRONMENT AND THE FAMILIES WHO CREATED IT.</b>					
Action 2.1.1	Conduct a historic resource survey of historic assets that are not yet locally designated, particularly the long-standing churches and original homes.	DS	Short-Term	Study/ Plan	N
Action 2.1.2	Hold workshops to educate residents on the benefits of historic landmark designation and conservation district designations as well as help property owners pursue historic landmark status on their property.	DS, MCMC	Short-Term	Coordination/ Outreach	N
Action 2.1.3	Apply for state and federal funding opportunities for churches, homes, and commercial properties, including Certified Local Government grants and African American Cultural Heritage Action Fund provided through the National Trust for Historic Preservation.	DS	Ongoing	Coordination/ Outreach	N
<b>STRATEGY 2.2: DEVELOP AND IMPLEMENT A SOUTHEAST DENTON HISTORY AND CULTURAL ROOTS PRESERVATION PROGRAM TO RECOGNIZE THE CULTURE AND THE FAMILIES WHO CREATED IT.</b>					
Action 2.2.1	Review, amend, and implement the Original Denton Cultural District boundaries to reflect the Southeast Denton Study Area and the Downtown Area separately.	PR, ED External Partner - TCA	Mid-Term	Program/ Organization	N
Action 2.2.2	Create Southeast Denton Cultural District that acknowledges the community's cultural roots by preserving, restoring, and developing physical and culturally significant elements of the area.	PR, ED External Partner - DCHC	Short-Term	Program/ Organization	N
Action 2.2.3	Activate the new Southeast Denton Cultural District through various activities such as a Heritage Walk, a cultural map, special signage, crosswalks with mural designs at intersections in the District, an archival event with the community to gather and document oral histories and displaying these at the American Legion Hall and/or MLK Jr. Recreation Center.	PR, ED	Short-Term	Program/ Organization	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
<b>GOAL 3 - INVEST IN ECONOMIC PROSPERITY</b>					
<b>STRATEGY 3.1: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.</b>					
Action 3.1.1	Amend regulatory barriers for home-based businesses, for example, by removing the Specific Use Permit (SUP) requirement for small Family Home Day Cares in residential districts.	DS	Short-Term	Development Regulations	N
Action 3.1.2	Provide financial assistance to reduce membership costs for Stoke or similar coworking space that provides amenities and a supportive, resourceful community for startups, entrepreneurs, remote workers, freelancers, small businesses, and tech-enabled companies and provides programming and events to foster growth and collaboration and market this and other opportunities such as maker spaces, pop-up markets, and events available to entrepreneurs and small businesses to Southeast Denton residents.	ED, MCMC	Short-Term	Financial	N
<b>STRATEGY 3.2: DEVELOP AND IMPLEMENT PLACE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.</b>					
Action 3.2.1	Create economic development incentive packages, including Tax Increment Financing(TIF), Chapter 380 grants, and property tax abatement, to support these activities and to draw small, fresh-food stores or full-service grocery store chains to Southeast Denton.	ED	Mid-Term	Program/ Organization	Y
Action 3.2.2	Re-imagine underutilized light industrial space in Southeast Denton, especially along the southern border of the study area by amending the future land use plan to expand the Community Mixed Use land use and adding a commercial zoning overlay.	DS	Short-Term	Development Regulations	N
Action 3.2.3	Identify vacant commercial buildings or sites in Southeast Denton to repurpose the space to: establish a market using parking lots or park property to allow food trucks, craft vendors, small businesses, and kiosks to allow start-up businesses to foster a loyal client base before making larger investments; and/ or create off-site commercial kitchens in a re-imagined business incubator space to establish new restaurants, bakeries, or packaged food creators; and/or initiate a grocery co-op, community gardens, community kitchens, and/ or fresh food pantries by working with non-profits in the area.	ED, DS, MCMC External Partners - UNT, TWU, DISD	Short – Term to Mid-Term	Program/ Organization	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 3.2.4	Amend the Downtown Tax Increment Finance (TIF) District (TIRZ #1) Financing Plan to include TIF funding for portions of Southeast Denton because the stability of Southeast Denton is vital to the success of the eastern portion of the Downtown TIF district. Such funding should include home repair and homebuyer assistance and additional pedestrian facilities to connect Southeast Denton to downtown, street trees, etc. (TIF funding may be used outside the TIF district for affordable housing and pedestrian linkages into the district).	ED	Short-Term	Program/ Organization	N

**STRATEGY 3.3: ESTABLISH A NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TO SPUR COMMUNITY INVESTMENT, REDUCE TAXES, AND INCREASE AFFORDABLE HOUSING AND ECONOMIC OPPORTUNITIES IN SOUTHEAST DENTON.**

Action 3.3.1	Create a NEZ program statement, including the purpose of the program, the benefits of the zone, participation requirements, and compliance criteria.	CS, CAO, ED, DS	Short-Term	Program/ Organization	N
Action 3.3.2	Designate a NEZ boundary and follow steps in Sec. 380.003 in Chapter 378 of the Texas Local Government code to establish a NEZ in Southeast Denton, including required public notice and hearings. Implement and market the NEZ by creating application materials, a procedure manual, and a guidebook for applicants and create outreach material to encourage participation in the program.	CS, CAO, ED, DS, MCMC	Mid-Term	Program/ Organization	N

**GOAL 4 - STRENGTHEN NEIGHBORHOODS AND HOUSING AFFORDABILITY**

**STRATEGY 4.1: ESTABLISH OVERLAY DISTRICTS TO PROTECT EXISTING NEIGHBORHOOD SCALE AND CHARACTER**

Action 4.1.1	Create a residential overlay district as shown in Figure 32 to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.	DS	Short-Term	Development Regulations	N
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ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 4.1.2	Create a commercial overlay district as shown in Figure 32 that focuses on walkable neighborhood design and uses, including, but not limited to, limiting building height, removing barriers to redevelop smaller infill lots, reducing parking and requiring it to be located behind buildings, requiring enhanced front elevations such as larger windows and pedestrian-scaled entrances, and ensuring larger tracts include a well-defined, walkable transportation network.	DS	Short-Term	Development Regulations	N
Action 4.1.3	Create a live-work overlay district as shown in Figure 32 that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this live-work overlay also.	DS	Short-Term	Development Regulations	N

**STRATEGY 4.2: ADJUST THE PROPOSED FUTURE LAND USES IN THE DENTON 2040 COMPREHENSIVE PLAN FOR SOUTHEAST DENTON TO MATCH THE FUTURE LAND USES SHOWN IN FIGURE 33 AND IMPLEMENT THESE LAND USE RECOMMENDATIONS THROUGH REZONING.**

Action 4.2.1	Rezone the existing Light Industrial zoned areas in the south portion and maintain the existing Suburban Corridor zoned area in the northeast portion of the study area (See Figure 15) to be compatible with the community mixed use description in the Denton 2040 Comprehensive Plan.	DS	Long -Term	Development Regulations	N
Action 4.2.2	Coordinate with Denton County on facility planning efforts to ensure land uses and design of the County property is compatible with surrounding neighborhoods.	DS	Ongoing	Development Regulations	N
Action 4.2.3	Rezone a portion of the existing Mixed Use Neighborhood zoning east of the railroad to Moderate Residential zoning to allow transition to low density residential areas, and add a height overlay to the Mixed Use Neighborhood zoning as shown in Figure 32 to allow compatible transition between the Downtown Core zoning height requirement and the new residential/commercial overlay district height limits.	DS	Short-Term	Development Regulations	N
Action 4.2.4	Rezone the Light Industrial zoned area at the northwest corner of the Morse Street and Woodrow Lane to Neighborhood Mixed Use zoning.	DS	Long-Term	Development Regulations	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
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**STRATEGY 4.3: ESTABLISH A NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA) IN SOUTHEAST DENTON STUDY AREA.**

Action 4.3.1	Draft and submit an NRSA application to HUD and develop involvement from other organizations as part of the NRSA application leverage requirement.	CS External Partners – Non-profit organizations	Long-Term	Program/ Organization	N
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**STRATEGY 4.4: INCREASE ACCESS TO CAPITAL IN SOUTHEAST DENTON STUDY AREA BY CREATING A CONSORTIUM OF BANKS FOR MORTGAGE LENDING.**

Action 4.4.1	Establish a community investment committee that is responsible for working with bankers and lenders to establish equitable lending practices for housing and small businesses.	CS, ED, DS, CMO	Mid-Term	Coordination/ Outreach	N
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**STRATEGY 4.5: COORDINATE WITH DENTON INTERDEPENDENT SCHOOL DISTRICT (DISD) TO ENSURE THE SOUTHEAST DENTON STUDY AREA SCHOOLS SERVE AS NEIGHBORHOOD SCHOOLS.**

Action 4.5.1	Work with DISD to adjust the attendance zone boundary for Rivera Elementary School to include the entire Southeast Denton study area to ensure that Southeast Denton families have a neighborhood school allowing the residents to save time and strengthen community bonds.	DS, CMO, CS External Partners - DISD	Mid-Term	Coordination/ Outreach	N
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**GOAL 5 - ELEVATE THE QUALITY OF PUBLIC AMENITIES AND INFRASTRUCTURE**
**STRATEGY 5.1: UPGRADE THE EXISTING PARKS IN SOUTHEAST DENTON TO HIGHER-QUALITY PARKS.**

Action 5.1.1	Implement key recommendations and action items in the 2022 Parks, Recreation, and Trails System Master Plan, improve existing parks, senior center, and recreation center in Southeast Denton, and improve access to regional facilities to serve some of the program needs in Southeast Denton.	PR	Mid-Term to Long-Term	Systems/ Support	Y
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**STRATEGY 5.2: ENHANCE THE PHYSICAL QUALITY OF PUBLIC INFRASTRUCTURE THROUGH STORMWATER MANAGEMENT SYSTEMS IN THE SOUTHEAST DENTON STUDY AREA.**

Action 5.2.1	Create a stormwater management plan for the Southeast Denton area to address erosion, ponding, and stream bank issues by identifying streets, parks, and open spaces with severe erosion or ponding issues,	ES, PR	Mid-Term	Study/ Plan	N
Action 5.2.2	Update the relevant design manuals and ordinances to require projects to incorporate smaller-scale green stormwater and bio-infrastructure and identify techniques to restore the natural function of the Pecan Creek.	ES, DS	Mid-term	Development Regulations	N
Action 5.2.3	Purchase additional property near Pecan Creek to add to the City's inventory of park space and protect the trees to help mitigate the impacts of stormwater.	PR, RE, ES	Mid-Term	Systems/ Support	Y



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 5.2.4	Facilitate environmental education programs to raise awareness about water quality by conducting an annual or biannual cleanup day for parks and creeks.	PR, ES, MCMC	Mid-Term	Program/ Organization	N

### STRATEGY 5.3: ENHANCE PROGRAMMING AND CITY-SPONSORED EVENTS IN EXISTING PARKS AND RECREATION CENTERS IN SOUTHEAST DENTON.

Action 5.3.1	Enhance existing gazebo/amphitheater and/or install a stage at Fred Moore Park and/or the MLK Jr. Recreation Center to show films from the Denton Black Film Festival and collaborate with the Storytelling, Blues, and Arts & Jazz Festivals to be hosted in Southeast Denton Parks as neighborhood events.	PR	Short-Term to Mid-Term	Program/ Organization	N
Action 5.3.2	Improve collaboration between the Juneteenth Festival organizers and the Southeast Denton community to add oral history and storytelling at the Juneteenth events to ensure that keepers of local history have an opportunity to share that history before it is lost.	PR, MCMC	Short-Term	Program/ Organization	N
Action 5.3.3	Offer small community grants to community leaders and organizers to host block parties and markets within the Southeast Denton community. These events could be around a season (i.e. Spring Fest or Fall Carnival) or they can be held around specific holidays and celebrations (i.e. MLK Day Festival, Cinco de Mayo, Hispanic Heritage Month, Earth Day Festival, Black History Month Kick Off, etc.)	PR, ED	Short-Term	Financial	N

## GOAL 6 - CREATE A SAFE AND CONNECTED, MULTI MODAL TRAVEL SYSTEM

### STRATEGY 6.1: IMPROVE STREET NETWORK TO PRIORITIZE CONNECTIVITY AND MULTI-MODAL CONNECTIONS.

Action 6.1.1	Evaluate changing the existing street cross sections for Hickory Street, Morse Street, Duncan Street, Lakey Street, and Roberston Street. Also evaluate improvements along Bell Avenue, Woodrow Lane, and Sycamore Street at least through Southeast Denton area to more pedestrian and bike friendly multimodal corridors (See sample cross-sections in Figure 35).	TS	Mid-Term	Study/ Plan	N
Action 6.1.2	Conduct public outreach, education, and coordination with residents as part of any roadway design and improvement program to ensure final street sections meet the needs of those who are most impacted	TS, ST, MCMC	Short-Term	Coordination/ Outreach	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 6.1.3	Undertake a pilot program on Morse Street, and/or Lakey Street, and/or areas of Duncan Street as an intermediate solution and to test appropriate safety interventions with tactical urbanism approaches that use low-cost materials to experiment and gather input on potential street design changes such as reduced travel lanes, larger sidewalks, trees, medians, and bike lanes as shown in the recommended cross sections in Figure 35.	TS, ST, DS, PR	Short-Term	Systems/Support	N
Action 6.1.4	Fill in the sidewalk gaps along Morse Street, Roberston Street, Prairie Street, Duncan Street, and Bell Avenue.	ST, TS	Mid-Term	Systems/Support	Y
Action 6.1.5	Require public streets that increase connectivity in the street network through Southeast Denton as a part of future development/redevelopment on 5 acres or more in size in the Southeast Denton study area.	DS, TS, ST	Mid-Term	Systems/Support	Y

**STRATEGY 6.2: ENHANCE PEDESTRIAN AND BICYCLE SAFETY AT INTERSECTIONS.**

Action 6.2.1	Improve safety by installing ADA compliant pedestrian crossing signals, stop signs, and colorful crosswalk designs at the following intersections - Bell Avenue at Robertson Street, Prairie Street, and Sycamore Street, McKinney Street at Frame Street, Crawford Street and Woodrow Lane, and add a traffic signal at Woodrow Lane and Morse Street based on the recently conducted warrant study.	TS	Mid-Term	Systems/Support	Y
Action 6.2.2	Improve safety for all users at the intersection of Smith Street and Duncan Streets. An example would be to enforce the sight triangle which would ensure clear visibility for turning vehicles at this intersection.	TS	Short-Term	Systems/Support	N

**STRATEGY 6.3: DEVELOP A NETWORK OF TRAILS THROUGH THE EXISTING OPEN SPACES AND DRAINAGE EASEMENTS TO CONNECT RESIDENTIAL, COMMERCIAL, AND PUBLIC PLACES (PARKS, SCHOOLS, ETC.) TO FORM AN ACTIVE TRANSPORTATION NETWORK BOTH WITHIN AND OUTSIDE SOUTHEAST DENTON.**

Action 6.3.1	Add a separate initiative in the future bond program to develop a well-connected system of off-street trails using existing easements, parks and open spaces, and land along creeks and natural drainage systems that provides regional trail system connectivity, prioritizes side path projects that connect to key destinations such as parks and schools, and enhances pedestrian connectivity within the Southeast Denton study area.	PR, TS	Mid-Term	Systems/Support	Y
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ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 6.3.2	Add funding in the future bond program for construction of ADA compliant trail heads at key points along the trail network to provide parking, bike parking, drinking water fountains, etc.	PR, TS	Mid-Term	Systems/ Support	Y
Action 6.3.3	Amend the Parks, Recreation, and Trails System Master Plan and the Pecan Creek Regional Trail Master Plan to extend the Future Pecan Creek Trail north past Carl Young Park to the south side of McKinney Street.	PR	Short-Term	Study/ Plan	N

**STRATEGY 6.4: STRENGTHEN THE CONNECTIONS TO DOWNTOWN AND SURROUNDING NEIGHBORHOODS FOR ALL MODES OF TRANSPORTATION.**

Action 6.4.1	Align intersections across Bell Avenue at Hickory Street, Sycamore Street, Prairie Street, and Robertson Street with the Downtown Area Plan cross section recommendations to ensure continuity and an easier pedestrian and bicycle connectivity for residents of Southeast Denton to downtown.	TS, DS	Mid-Term	Systems/ Support	Y
Action 6.4.2	Work with the Denton County Transportation Agency to fill the gaps within the current bus system and recommend additional routes, especially connecting to and through Downtown Denton.	DS, TS	Short-term	Coordination/ Outreach	N
Action 6.4.3	Create trail connections from downtown to the Pecan Creek Regional Trail & DCTA Katy Trail.	PR, TS	Mid-Term	Systems/ Support	Y









**SOUTHEAST**  
***Denton***  
**AREA PLAN**

**Planning and Zoning Commission**  
**PUBLIC HEARING**  
**July 17, 2024**

**July 23, 2024**

**CA24-0002b**



**Creating the future. Keeping the character.**





# Agenda

*SEDAP is a consolidation of the Southeast Denton community feedback*

- Brief Project Overview
- Present Highlights of Draft Southeast Denton Area Plan
- Receive Plan Recommendation
- Next Steps

## Your Role Today is:

- Receive a presentation of the Steering Committee endorsed draft plan
- Take action on the draft plan endorsed by the Steering Committee





# Purpose of this Plan

- Acknowledge generational trauma that resulted from the forced displacement of Quakertown residents by the City and subsequent City actions
- Address residents' concerns about future displacement due to new developments in the area
- Identify those areas that are important to the residents and stakeholders for preserving the cultural character of the Southeast Denton neighborhoods
- Identify areas where change can occur for the advancement of the neighborhood and overall community
- Suggest ideas for future improvements – transportation, housing, connectivity, parks and open space, and overall quality of life in the community
- Make recommendations for capital improvement projects and policy changes for future improvements

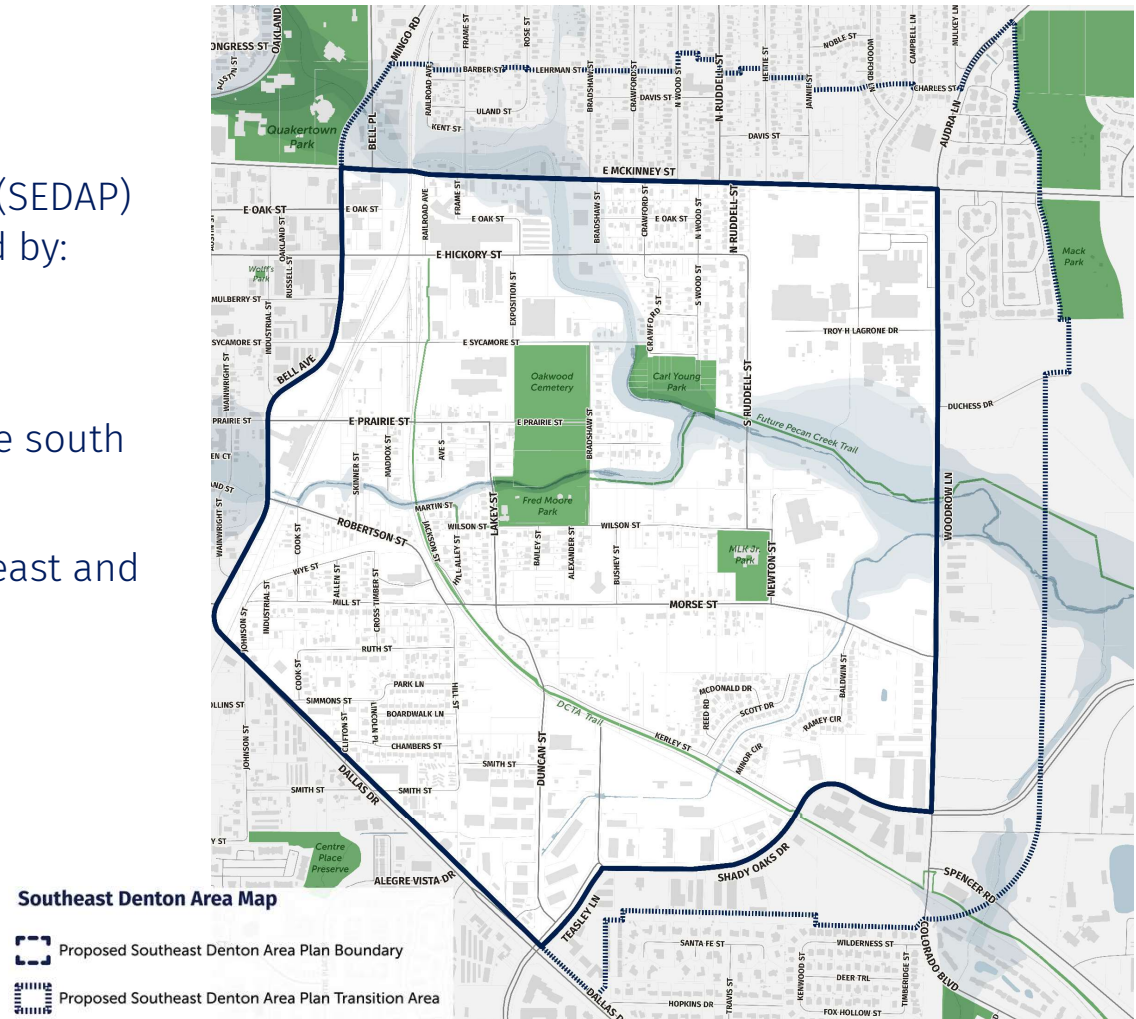


# Study Area

The Southeast Denton Area Plan study area (SEDAP) includes 600 acres and is generally bounded by:

- **McKinney Street** to the north
- **Bell Avenue** and **Dallas Drive** to the west
- **Teasley Lane** and **Shady Oaks Drive** to the south
- **Woodrow Lane** to the east.
- This area also includes the parcels northeast and southeast to provide transition areas

The study area was vetted through Visioning Workshop and Intercept Surveys.



July 23, 2024

CA24-0002b



# Community Engagement

- Stakeholder meetings
- Steering Committee
- Listening Sessions
- Intercept Surveys
- Visioning Workshop
- Visual Preference Survey
- Staff Implementation Workshop



July 23, 2024

CA24-0002b





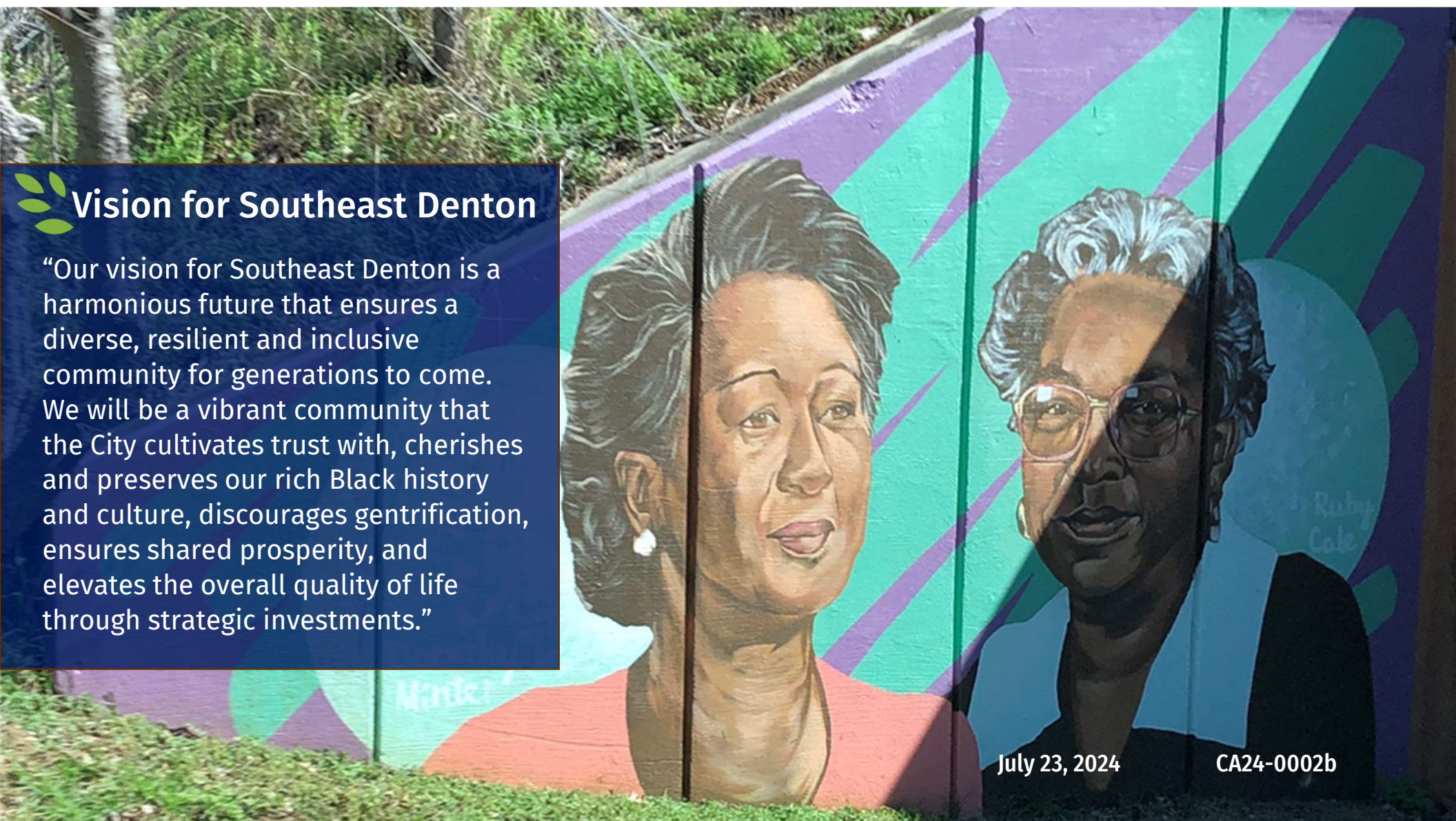
# What We Heard

- Improve communication between City and neighborhood
- Maintain cherished assets
- Preserve Denton's history and remember the lessons of Quakertown
- Create standards for housing, ensure long-term affordability, address concerns about displacement
- Improve infrastructure
- End pattern of neglect and begin to heal the area

## Community Goals

1. **Building Trust** within the community & with the City as a whole
2. **Honoring the Culture & Heritage** of Southeast Denton
3. Investing in **Economic Prosperity**
4. Strengthening Neighborhoods & **Housing Affordability**
5. Elevating the **quality of public infrastructure**
6. Creating a **safe and connected, multimodal travel system**





## Vision for Southeast Denton

“Our vision for Southeast Denton is a harmonious future that ensures a diverse, resilient and inclusive community for generations to come. We will be a vibrant community that the City cultivates trust with, cherishes and preserves our rich Black history and culture, discourages gentrification, ensures shared prosperity, and elevates the overall quality of life through strategic investments.”

July 23, 2024

CA24-0002b





## **Plan Highlights**

July 23, 2024

CA24-0002b





## Strategy 1.1 - Develop and implement an Anti-displacement Action Plan specific to Southeast Denton study area.

Policies that can offer financial and technical assistance to both homeowners and renters including **funds to support eviction prevention programs, pre-approved ADU designs, home repair loans and grants, and collaborate with Denton CAD to ensure equitable appraisals.**



July 23, 2024

CA24-0002b

## Goal #1

Building trust within the Community & with the City as a whole

Strategy 1.2 - Develop a communications strategy specific to Southeast Denton.

Strategy 1.3 – Recruit more participants for Denton 360 program from Southeast Denton.





## Strategy 2.1 – Use historic preservation tools and incentives to recognize the built environment and the families who created it.

Tools to create a living active record of the community's origins: surveying the community to **determine the historic resources**; educating residents and property owners on the value of preservation; and coordinate with property owners to designate individual structures and districts.

### Goal #2

Honoring the culture & heritage of Southeast Denton



## Strategy 2.2 – Develop and Implement a Southeast Denton History and Cultural Roots Preservation Program.

Creating a **Cultural District** to acknowledge Southeast Denton places and families who created it and using the cultural district to honor past residents and all cultures who call Southeast Denton home (including Black and Hispanic).

July 23, 2024

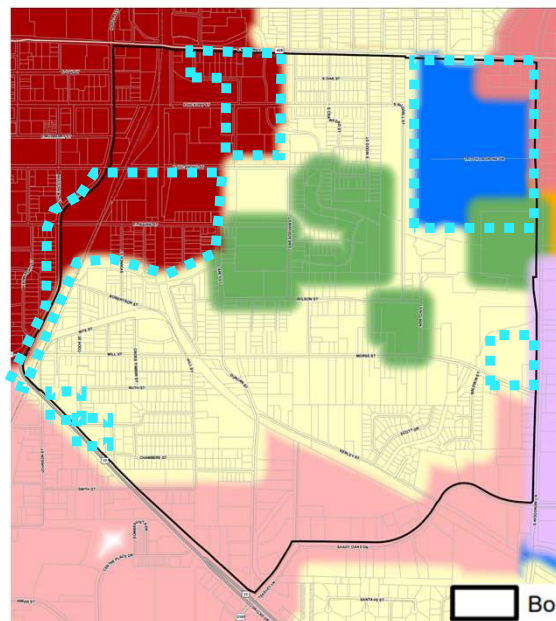
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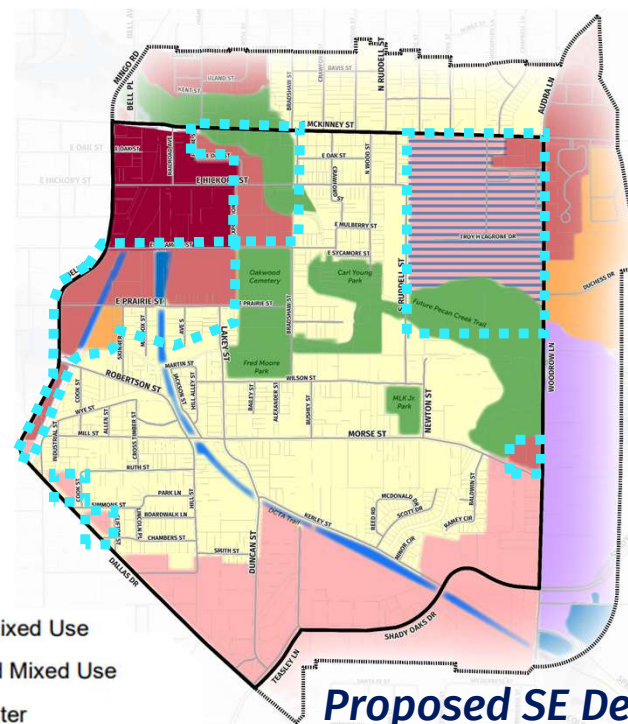
# **Strategy 4.2** – Adjust the proposed future land uses in the Denton 2040 Plan and implement these land use recommendations through rezoning.

**Goal #4**











Strengthen Neighborhoods and Housing Affordability



**Denton 2040 Land Use Map**



**Proposed SE Denton Land Use Map**

-  **Proposed Changes**
-  **Boundary - 671.47 Acres**
- Future Land Use 2040**
-  Low Residential
  -  Moderate Residential
  -  Downtown Denton
  -  Community Mixed Use
  -  Neighborhood Mixed Use
  -  Business Center
  -  Government / Institutional
  -  Parks / Open Space

July 23, 2024

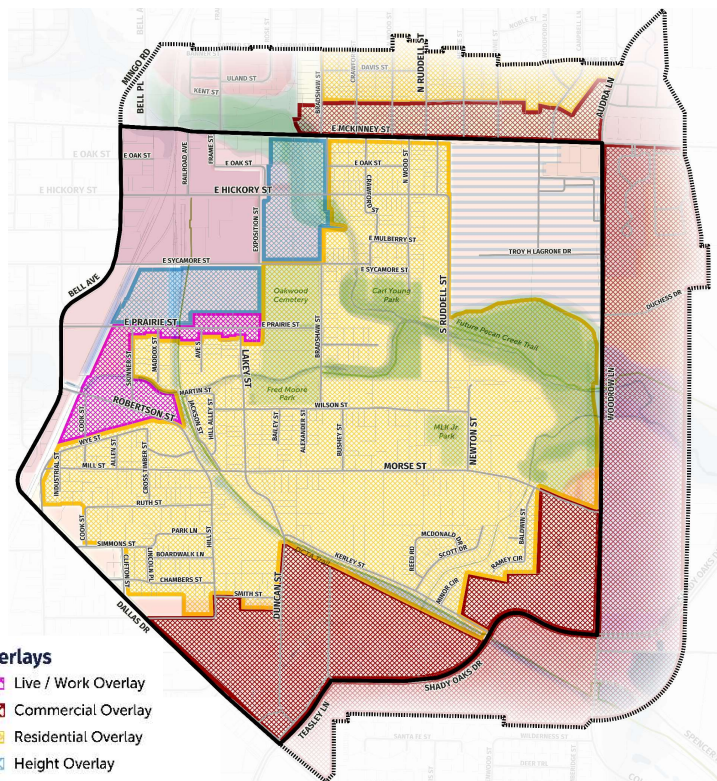
CA24-0002b





## Strategy 4.1 – Establish overlay districts to protect existing neighborhood scale and character.

Limit the scale, design, and urban pattern of developments/ redevelopments.



**Residential Overlay** to ensure **scale** and **detailing** are consistent with existing

**Height Overlay** to provide a **transition** between areas of intensity and neighborhoods

**Live/Work Overlay** to create **space for small scale retail and service** uses combined with residential

- Monitoring of residential area south of Prairie

**Commercial Overlay** to emphasize **compatibility** and redevelopment

## Goal #4

Strengthen  
Neighborhoods  
and Housing  
Affordability

July 23, 2024

CA24-0002b



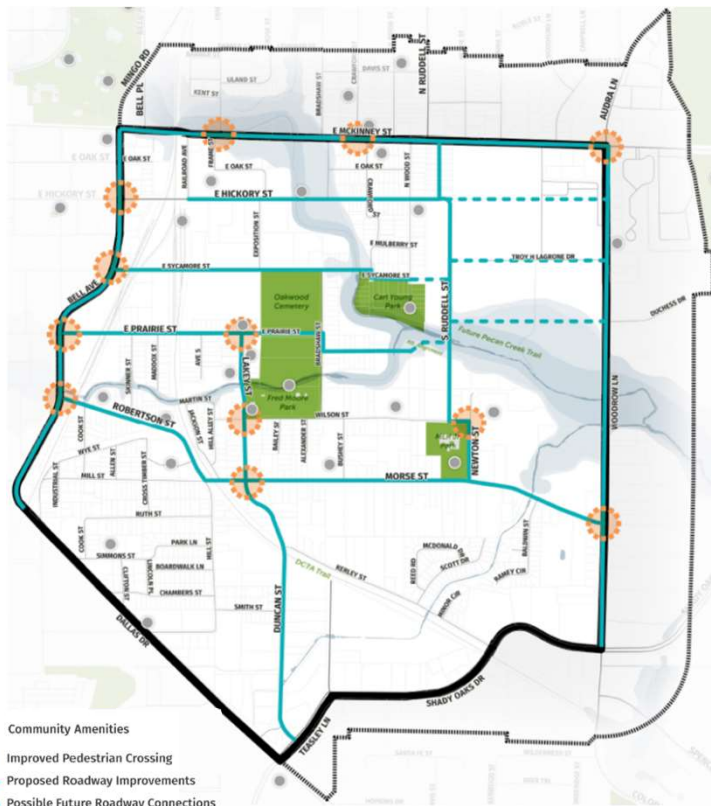


## Strategy 6.1 – Improve street network to prioritize connectivity and multi-modal connections.

**Enhance the street connections** in Southeast Denton study area; make intersections and **streets safer** for all users; strengthen connections to Downtown/coordinate with Downtown Plan; imagine additional **connectivity**

### Goal #6

Creating a safe and connected multi modal travel system



July 23, 2024

CA24-0002b



# Next Steps

- The Southeast Denton Area Plan will amend and update Denton 2040 Comprehensive Plan
- Planning & Zoning Commission
  - **Recommended approval (5-0) on July 17, 2024, with an additional page depicting the preferred images from the Visual Preference Survey.**
- City Council Public Hearing & Plan Adoption – July 23, 2024

July 23, 2024

CA24-0002b





# **SOUTHEAST DENTON AREA PLAN**

---

Planning and Zoning Commission  
Public Hearing

Creating the Future. Keeping the Character.

July 23, 2024

CA24-0002b



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, ADOPTING THE SOUTHEAST DENTON AREA PLAN AND AMENDING THE DENTON 2040 COMPREHENSIVE PLAN. THE SOUTHEAST DENTON AREA PLAN HAS AN APPROXIMATE BOUNDARY LINE OF 800 FEET NORTH OF EAST MCKINNEY STREET, 900 FEET EAST OF SOUTH WOODROW LANE, 700 FEET SOUTH OF SHADY OAKS DRIVE, DALLAS DRIVE TO THE SOUTH, AND SOUTH BELL AVENUE TO THE WEST, ENCOMPASSING APPROXIMATELY 975 ACRES IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE (CA24-0002b).

WHEREAS, on March 22, 2022, the City of Denton adopted the Denton 2040 Comprehensive Plan; and

WHEREAS, the Denton 2040 Comprehensive Plan established goals, policies, and actions to manage growth, promote reinvestment, and improve the quality of life in the City for the next two decades; and

WHEREAS, the Denton 2040 Comprehensive Plan also established a strategy for planning and development for the City, including a key action to create area plans to supplement and amend the Denton 2040 Comprehensive Plan to guide localized community development decisions; and

WHEREAS, on April 5, 2022, City Council directed staff to proceed with the preparation of an area plan for Southeast Denton; and

WHEREAS, the development of the Southeast Denton Area Plan started in March 2023 with a kickoff meeting and area tour; and

WHEREAS, on May 16, 2023, the City Council approved a resolution authorizing the creation of, and made appointments to, the Southeast Denton Area Plan Steering Committee and made appointments to the Committee to provide representation of stakeholder interests within the Southeast Denton Area of the community; and

WHEREAS, the Southeast Denton Area Plan builds upon the Denton 2040 Comprehensive Plan and sets forth goals, strategies, and actions to minimize displacement, promote investment, and improve quality of life for residents of Southeast Denton for the next two decades; and

WHEREAS, the Planning and Zoning Commission held four work sessions (August 9, 2023, January 10, 2024, February 21, 2024, and June 26, 2024) to review existing conditions and recommendations for the Southeast Denton Area Plan; and

WHEREAS, the City Council and Planning and Zoning Commission held a joint work session March 19, 2024, to review recommendations for the Southeast Denton Area Plan; and

WHEREAS, through an extensive public engagements process involving the Steering Committee, residents, and area stakeholders, a community vision and a framework of goals and strategies on anti-displacement, communication, historic and cultural preservation, economic development, land use, parks,



mobility, and community character were devised to assist future community development decisions and public investments as the Southeast Denton Area Plan; and

WHEREAS, on July 17, 2024, the Planning and Zoning Commission held a public hearing and recommended approval of the Southeast Denton Area Plan (5-0), including the vision, goals, strategies, Action Plan Matrix, Future Land Use Map, Future Overlay Districts Map, and conceptual street sections; and

WHEREAS, the City Council at its meeting on July 23, 2024, finds that the Southeast Denton Area Plan is in the best interests of the health, safety, and general welfare of the citizens of Southeast Denton and the City of Denton, Texas; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF DENTON, TEXAS HEREBY ORDAINS:

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

SECTION 2. The Southeast Denton Area Plan sets a framework for future land use planning and decision making for the area that generally includes an approximate boundary line of 800 feet north of East McKinney Street, 900 feet east of South Woodrow Lane, 700 feet south of Shady Oaks Drive, Dallas Drive to the south, and South Bell Avenue to the west, encompassing approximately 975 acres in the City of Denton, Denton County, Texas as depicted on **Exhibit A**.

SECTION 3. The Denton City Council adopts the Southeast Denton Area Plan and its recommendations and implementation actions, as presented in **Exhibit B**, which hereby amends the Denton 2040 Comprehensive Plan.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

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



The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

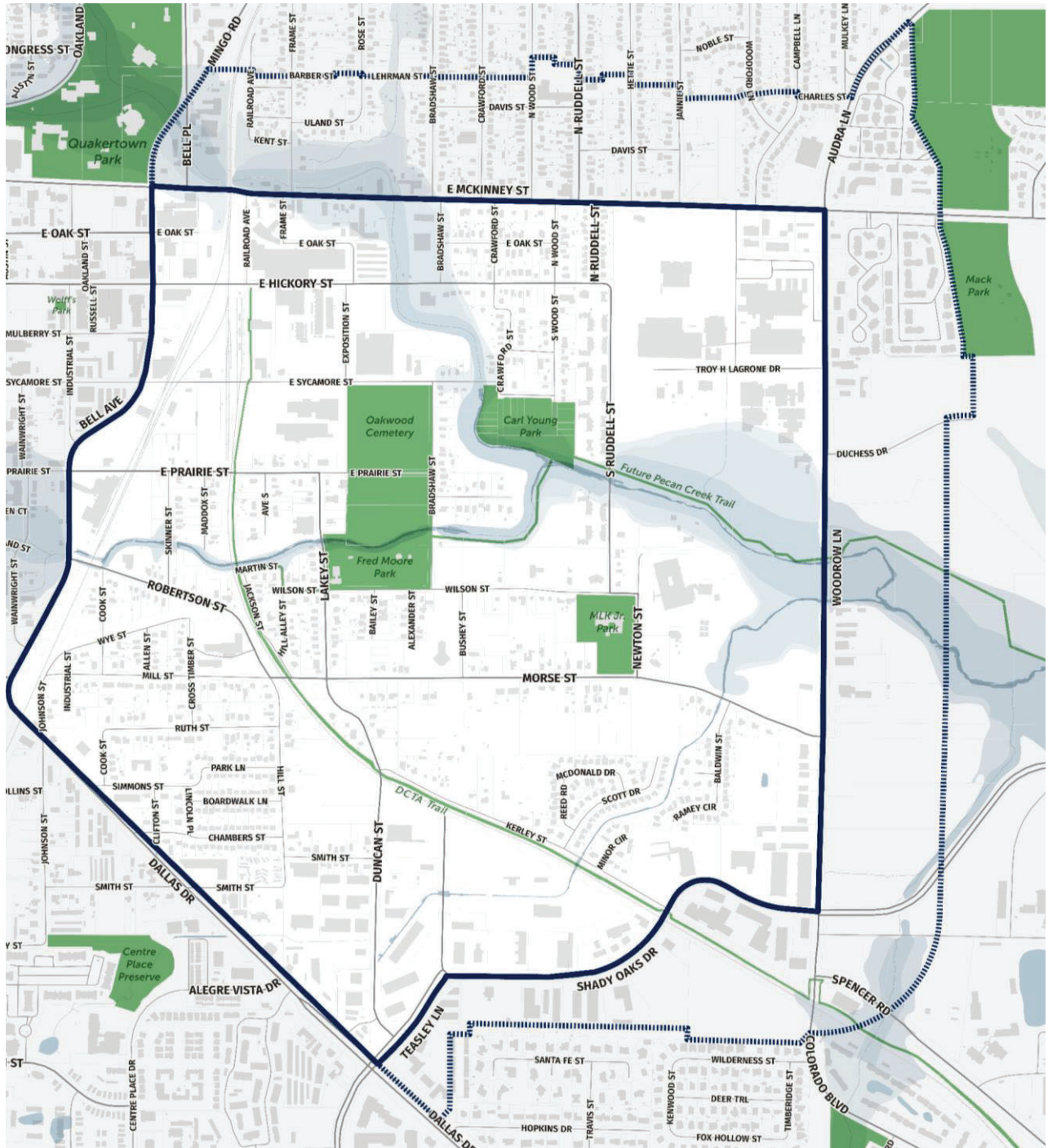
BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_



## Exhibit A







## **Southeast Denton Area Plan**

# FINAL REPORT

JULY 23, 2024









# ACKNOWLEDGEMENTS

The honest, heartfelt, and constant input and participation of the residents and stakeholders of Southeast Denton have made this plan a reality.

## CITY COUNCIL

- Mayor Gerard Hudspeth
- Vicki Byrd, District 1
- Brian Beck, District 2
- Paul Meltzer, Mayor Pro Tem, District 3
- Joe Holland, District 4
- Brandon Chase McGee, At-Large Place 5
- Jill Jester
- Chris Watts (Former Council member, At-Large Place 6)

## STEERING COMMITTEE

- Alexandria Valdez, Resident Under the Age of 40
- Raymond Redmon, Property Owner
- Rev. Reginald Logan, Faith Leader
- Clifton Maxfield, Business Owner
- Jacob Moses, Housing Advocate
- Frances Punch, Parks, Recreation & Beautification Board Member
- Paul Juarez, LULAC
- Howard (Will) Clark, Resident
- Sherica Campbell, Resident

## CITY STAFF

- Sara Hensley, City Manager
- Cassey Ogden, Assistant City Manager
- Scott McDonald, Development Services Director
- Tina Firgens, AICP Development Services Deputy Director, Planning Director
- Hayley Zagurski, AICP Assistant Planning Director
- Keisha Cyriaano, Assistant Planning Director
- Julie Wyatt, AICP Principal Planner
- Mia Hines, AICP Senior Planner
- Cameron Robertson, AICP Historic Preservation Officer
- Brittany Sotelo, Director of Economic Development
- Gary Packan, Director of Parks and Recreation
- Dani Shaw, Director of Community Services

## PLANNING AND ZONING COMMISSION

- Jason Cole
- Margie Ellis, Chair
- Desiree J Padron
- Eric H. Pruett
- Kimberly Thaggard
- Jordan E. Villarreal
- Tim Smith (Former P&Z Member)
- Donald D McDade (Former P&Z Member)

## HDR/MCADAMS TEAM

- Mitchell Silver, FAICP Project Advisor, McAdams
- Shai Roos, AICP Project Manager, HDR
- Pam Thompson, Senior Planner, HDR
- Earnest Lloyd, Senior Economist, HDR
- Isa Reeb, Senior Planner, HDR
- Matthew Siegle, Planner II, HDR
- Xochilyn Davis, Planner, McAdams
- Eliza Monroe, AICP, Project Planner, McAdams
- Allison Holbrooks, Graphic Designer, McAdams
- Mehak Saroha, Planner I, HDR
- Hannah Watson, Urban and Landscape Designer, HDR
- Shweta Nanekar, Project Manager, McAdams
- Tony Pham, Intern, HDR
- Ella Feng, Graphic Designer, HDR

**"Southeast Denton shows the world what unity looks like!"**

SOUTHEAST DENTON AREA PLAN





# Table of Contents

INTRODUCTION .....	5
The Story of Southeast Denton.....	8
Previous Planning Efforts.....	9
EXISTING CONDITIONS.....	13
People.....	14
Economy .....	16
Place .....	18
COMMUNITY ENGAGEMENT .....	43
Listening to the Community.....	44
Vision for Southeast Denton.....	50
RECOMMENDATIONS .....	51
Desired Outcomes.....	52
Goals.....	52
IMPLEMENTATION STEPS .....	70



# INTRODUCTION

The Southeast Denton Area Plan (SEDAP) aims to rebuild trust between the City and the community.





## PURPOSE OF THE STUDY

The Southeast Denton Area Plan (SEDAP) aims to rebuild trust between the City and the community, incorporate resident and stakeholder ideas and aspirations, and provide recommendations for strategies and implementable action steps to address resident concerns, encourage investment in the community while minimizing displacement, and provide guidance for future land use decisions.

## THE STUDY AREA

The community worked together to establish the SEDAP study area boundary.

The area includes an approximately 600-acre core, generally bounded by McKinney Street to the north, Bell Avenue and Dallas Drive to the west, Teasley Lane and Shady Oaks Drive to the south, and Woodrow Lane to the east (Figure 1). Because the community expressed concerns about the potential impacts of redevelopment beyond the core boundaries, planning for this area also includes a transition area north of McKinney Street, east of Woodrow Lane, and south of Shady Oaks Drive/Teasley Lane to provide land use guidance between SEDAP and the adjoining neighborhoods.

## PLANNING PROCESS

The planning process began by listening.

By listening to the Southeast Denton community to incorporate their solutions, dreams, and ideas, this plan attempts to strengthen the Southeast Denton area for existing and future residents and stakeholders as well as those interested in joining this cohesive, connected community in the future.

Through the planning process, this plan:

- Identified those areas that are important to residents and stakeholders for preserving the cultural character of the Southeast Denton neighborhoods.
- Addressed the development pressures being felt within and adjacent to the study area.
- Identified areas where change can occur for the advancement of the neighborhood and overall community.
- Suggested ideas for future improvements – transportation, housing, connectivity, parks & open space, and overall quality of life in the community.
- Recommended capital improvement projects and policy changes for future improvements.

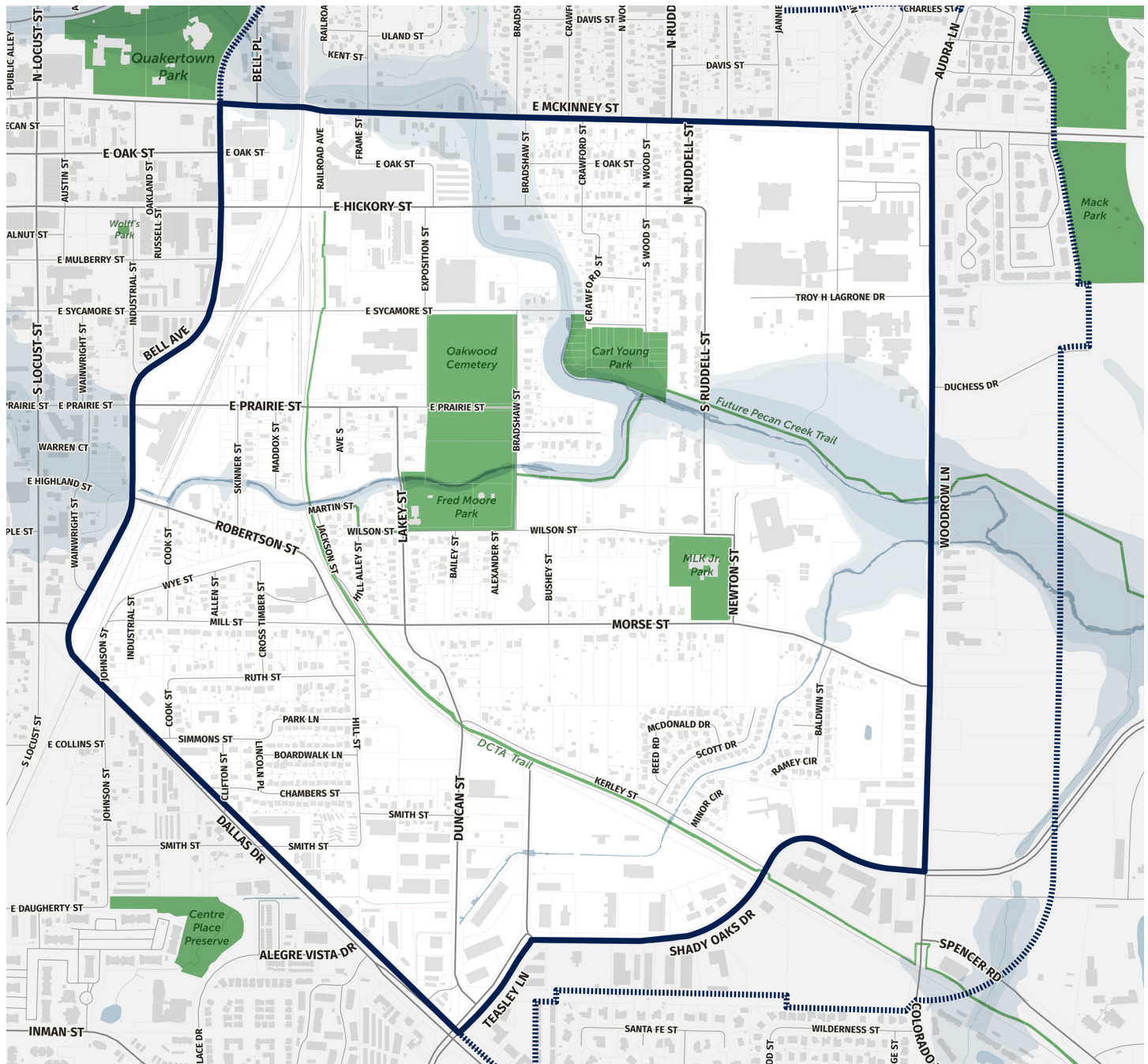


Denton Main Street Association



**FIGURE 1. PROPOSED STUDY  
AREA BOUNDARY**

Source: HDR



 Proposed Southeast Denton Area Plan Boundary

 Proposed Transition Area Boundary



# The story of Southeast Denton

In the late 1800s, Black families and freed slaves moved to the Denton area and established several flourishing Black communities, including a neighborhood called Quakertown, which was bounded by Oakland Avenue, Withers Street, Bell Avenue, and McKinney Street, northeast of the Denton County Courthouse and just south of the then-segregated College of Industrial Arts (now Texas Woman's University). Quakertown thrived as a prosperous, middle class Black neighborhood into the early 1900s. However, in the first decades of the twentieth century, College and City leaders decided Quakertown's proximity to the College was concerning and hampered the future success of the College. In the early 1920s, under the pretense that the town desperately needed a civic center park and the misconception that a thriving Black community constituted "blight," the City used federal funds to force the community's displacement. By 1923, nearly seventy homes, dozens of businesses, and a community center had either been torn down or forcibly relocated to the southeastern part of the city now known as Southeast Denton.

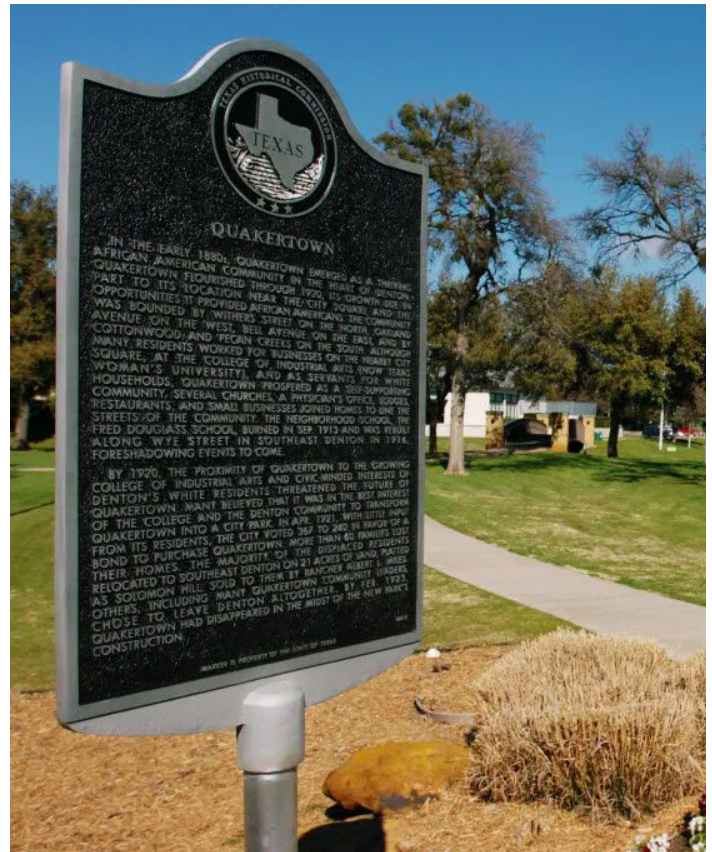
The neighborhood once known as Quakertown became Civic Park, eventually renamed to Quakertown Park, and today hosts City Hall and other City facilities.

Although it has been almost a century, the trauma of the forced relocation has remained. Many of the long-term residents and their families have not forgotten what happened, and the destruction of their homes and property caused huge financial setbacks. Forty years after Quakertown, in 1966, displacement was threatened once again. The City proposed an urban renewal bond that, if approved, would have demolished 185 acres of homes, clearing the way to sell the property to a private developer. The bond was defeated by community members who organized opposition, but the long-term impacts of the City's actions formed a multi-generational distrust of local government that continues today.

While the City has made efforts to lessen the distrust by investing in park and street improvements in the Southeast area, a concerted and cohesive acknowledgment of the harm caused by the forced relocation of Quakertown families is long overdue. Furthermore, recent development proposals adjacent to and within Southeast Denton have raised concerns from the community about the past repeating itself. The residents of Southeast Denton are concerned about being forced out of their homes again, this time due to the development interests leading to gentrification and displacement. The mounting development interest is driven partially by growth in the Dallas-Fort Worth area and partially by Southeast Denton's proximity to downtown Denton, the University of North Texas, and Texas Woman's University.

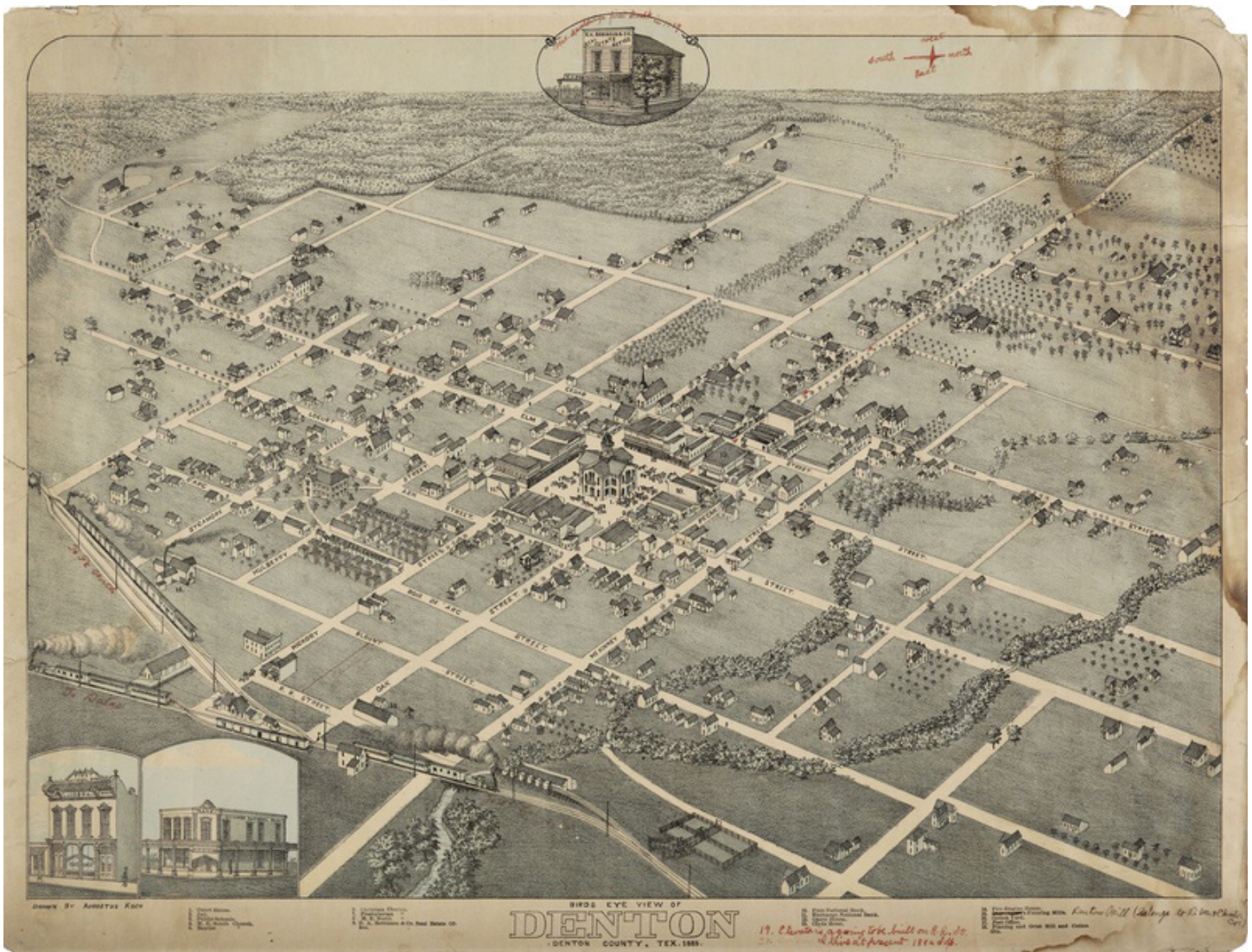
The Southeast Denton Area Plan is the first step in the effort to heal the past harm and to ensure a bright future supported by the residents.

This history sets the framework for analysis of the community and its built environment. The lived experience of the area's residents and their deep desire for revitalization without displacement permeates the plan's recommendations and implementation strategies.



Dallas Morning News





Original Hand Drawn Denton TX Aerial View Map. (1883)Source: TexasHistory.unt.edu

## Previous Planning Efforts

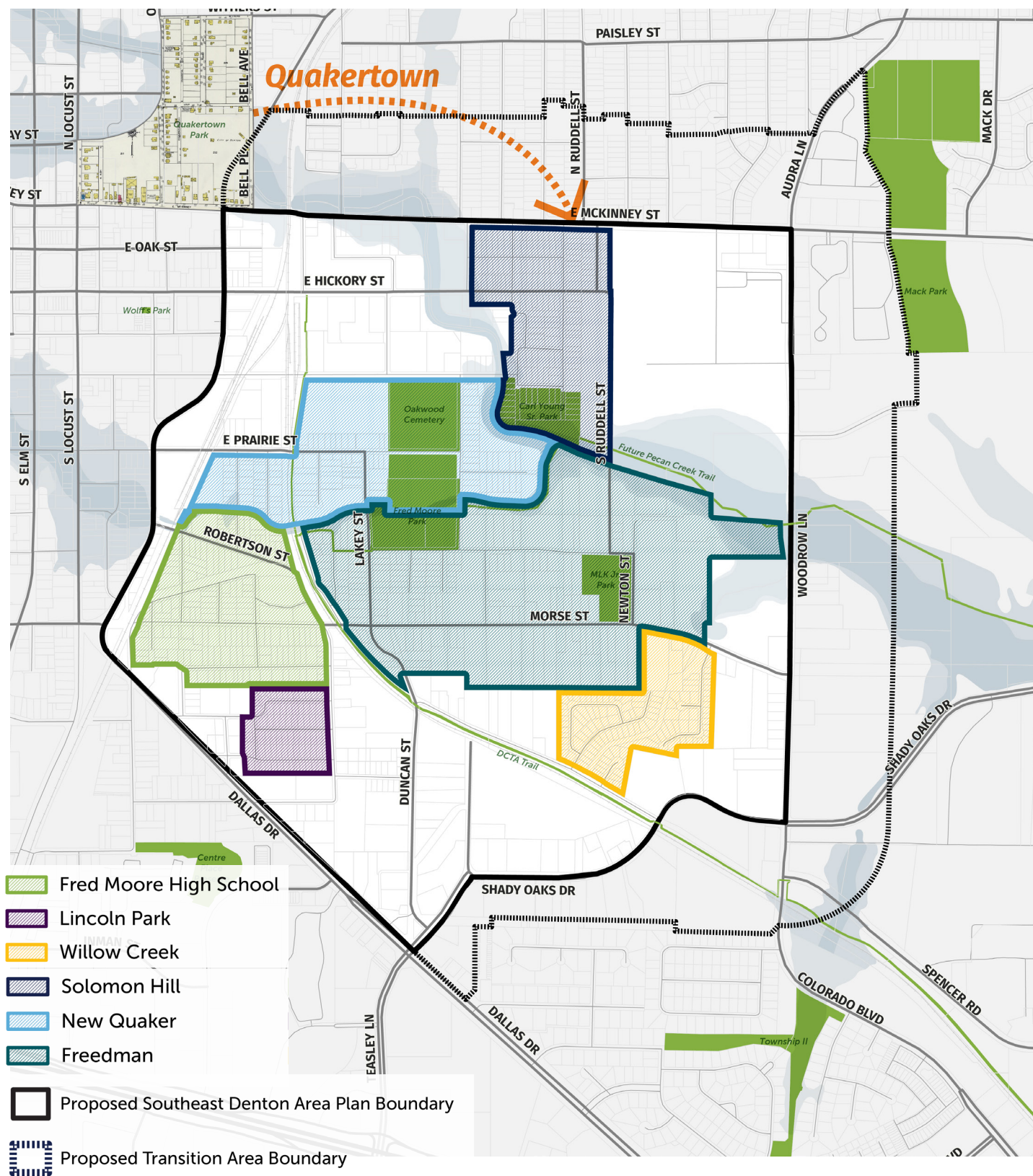
Key relevant concepts and recommendations from past studies:

- **Accommodate all modes of travel** by improving bike paths, sidewalks, and crosswalks and by slowing vehicle speed.
- **Invest in and maintain cherished community assets** such as parks and recreation centers.
- **Empower neighborhoods** with funding for home repairs and assistance with creating community programs.
- **Support small, local businesses** with better access to capital and a business incubator space.
- **Create new and strengthen existing youth programs** to strengthen Denton's talent pipeline.
- **Establish a historic or conservation district** to preserve the character of an area.



**FIGURE 2. ORIGINAL QUAKERTOWN NEIGHBORHOOD AND SOUTHEAST DENTON NEIGHBORHOOD MAP**

Source: Historic Denton Inc





## THIS PLAN BUILDS ON THESE PREVIOUS PLANNING EFFORTS:

### DENTON 2040 COMPREHENSIVE PLAN, ADOPTED MARCH 2022

2040 Comprehensive plan identifies several Focus Areas and calls for area plans for these Focus Areas. The 2040 Plan identifies the Southeast Denton area as a Center Focus Area and recommends several design principles, including: orient buildings along streets; accommodate all modes of travel; establish transitions between large-scale and small-scale development; complement the scale and architectural features of surrounding development; reduce parking standards.

### CITY OF DENTON PARKS, RECREATION, AND TRAILS MASTER PLAN, ADOPTED MARCH 2022

The study area is home to Fred Moore Park, Carl Young Sr. Park, Oakwood Cemetery, MLK Jr. Recreation Center, American Legion Senior Center, the DCTA Rail Trail, and the future Pecan Creek Trail. The Parks Plan identified several gaps and recommended improvements in the City's parks system, laying the foundation for meeting the residents' desires for equitable investment in public spaces and amenities, in line with quality seen in other areas of the city.

### MOBILITY PLAN, ADOPTED 2022

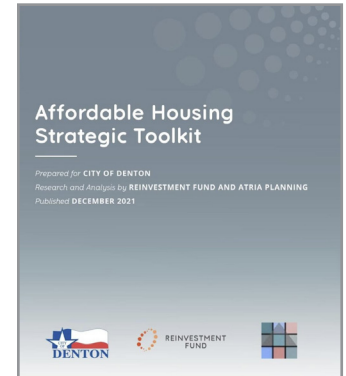
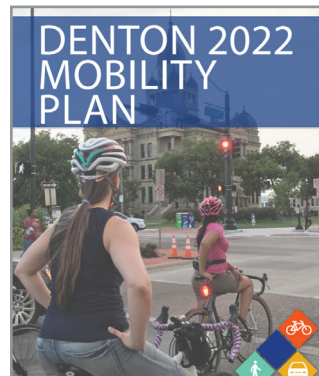
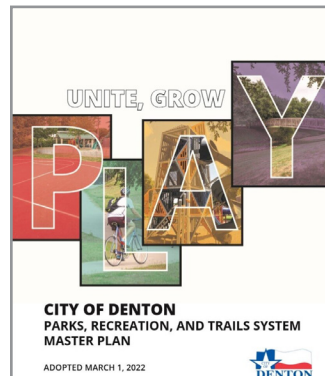
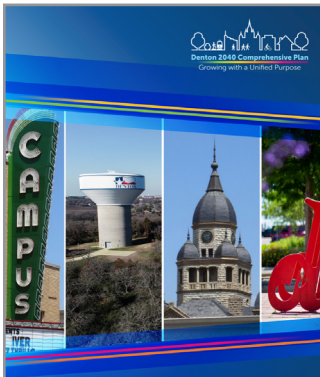
The Mobility Plan identifies roadway, bicycle, and pedestrian facilities. Plan goals include prioritizing safe multi-modal travel, creating an effective travel network that supports adjacent land use, facilitating active transportation, and leveraging innovation. The plan outlines multiple projects designed to improve connectivity in Southeast Denton.

### AFFORDABLE HOUSING STRATEGIC TOOLKIT, PUBLISHED DECEMBER 2021

This toolkit and housing needs assessment identified several housing needs in the city, including rental and owner-occupied affordable housing for low income households, housing support for seniors, permanent supportive housing, and housing options for low income families in areas of opportunity.

The toolkit recommends several strategies, including infill development, targeted zoning relief, an increase in construction-related workers, preservation of existing housing, and improved access to education.

These identified needs and tools parallel residents' desires for a wider variety of housing and support for maintaining their homes.



Together, these plans lay the foundation for the future of Southeast Denton. Results from the listening sessions and visioning workshop show a community that has long felt ignored and sidelined, but with careful, inclusive planning, current and future residents and stakeholders in Southeast Denton will benefit from City and private investment.

This plan seeks to acknowledge past harms, apologize for those harms, and atone through recommendations and implementation steps that meet the needs and desires of the current and future residents of Southeast Denton.

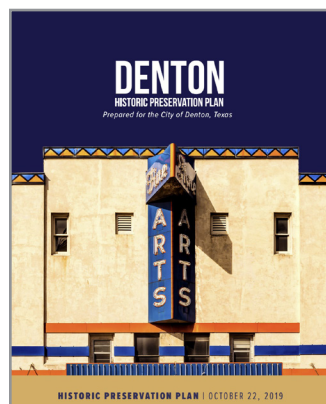






### **ECONOMIC DEVELOPMENT STRATEGIC PLAN, ADOPTED DECEMBER 2020**

The Economic Development Strategic Plan focuses on goals and strategies to make the City's economic development efforts more intentional and effective. Several strategies from the Economic Development Strategic Plan apply in Southeast Denton, such as the Creative Denton strategies that call for strengthening entrepreneurship, increasing access to capital, and strengthening youth programs to strengthen the city's talent pipeline. The plan also calls for Denton to strengthen community inclusion by supporting affordable housing, broadening federal grant programs, and increasing multi-tenant housing.



### **DENTON HISTORIC PRESERVATION PLAN, ADOPTED 2019**

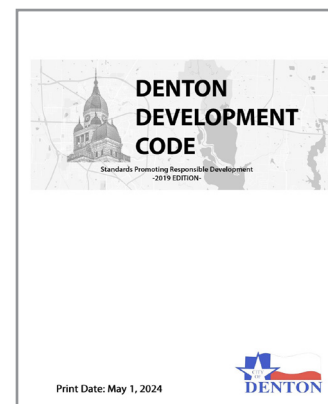
The Historic Preservation Plan identifies and outlines the vision, goals, and strategies for enhancing and strengthening Denton's historic preservation program, recognizing that effective long-range planning can help identify, protect, and manage significant historic resources and key elements of a community's built environment. The plan's goals call for the City to document, inventory, and preserve Denton's historic resources, including designating future historic and conservation districts. The plan also calls for creating new tools, incentives, and other programs that maintain the livability of Denton's historic neighborhoods.

The Historic Preservation Plan lays out tools that can be used to preserve the important history of Southeast Denton, restore the homes remaining from the 1920s, and support residents' desire to remain in and preserve their neighborhoods.



### **CITY OF DENTON SIMPLY SUSTAINABLE STRATEGIC PLAN FOR DENTON'S FUTURE, ADOPTED JUNE 2020**

Simply Sustainable establishes a framework for improving quality of life, protecting the environment, and creating economic opportunities. Sustainability initiatives of this plan and strategies such as constructing the Pecan Creek Trail system, improving active transportation options, improving the urban tree canopy, etc. will continue to improve the sustainability of the SEDAP study area.



### **DENTON DEVELOPMENT CODE, ADOPTED 2019 (ONGOING UPDATES)**

The Denton Development Code (DDC) regulates the subdivision of land and provides standards and guidance for properties based on zoning district, land use, and permitted activities. It is one of many tools used to implement the City's long-range planning efforts.

Zoning tools available in the DDC support the community's desire for a variety of housing types and additional investment in the area without displacement.



# EXISTING CONDITIONS

An evaluation of demographics, land use, housing, retail, gathering places, parks, mobility, and a variety of other socioeconomic and physical characteristics of the area to understand the gaps in service and the needs of current and future residents.





# People

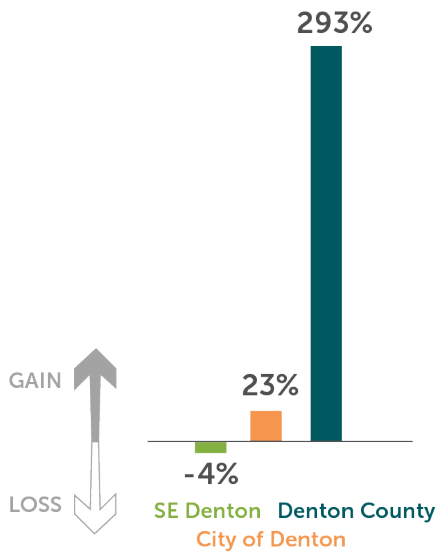
The Dallas-Fort Worth Metropolitan area (DFW) grew rapidly over the past decade, adding more than 1.2 million people (20% of its population) from 2011 to 2021 (2021 ACS). During this time, Denton County and the City of Denton experienced higher rates of growth. Denton County’s population grew by 36%, while the population of the City of Denton grew by 25%, from 111,960 to 139,704 people.

Despite overall growth in Denton and the DFW region, the population of Southeast Denton declined by 3% from 3,367 in 2011 to 3,251 in 2021. However, the broader regional growth is now feeding development interest in Southeast Denton. Given the number of older homes and vacant parcels in the area, Southeast Denton’s population is likely to grow in the future as prospective homebuyers search for lower-cost housing, and developers see opportunity in underutilized lots. Development opportunities are leading to concerns that Southeast Denton residents will be pushed out of their homes due to increasing property taxes, rising rents, and pressure to sell their homes.

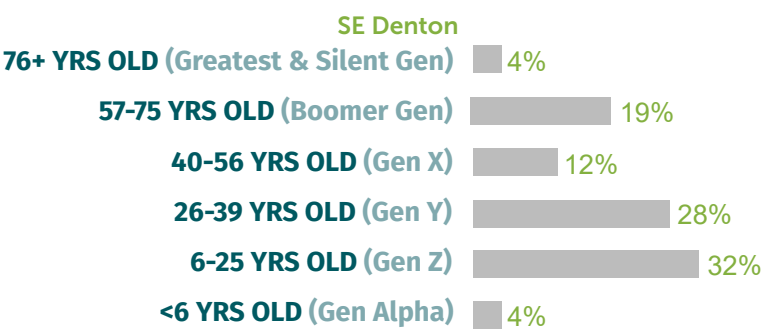
Southeast Denton is a young area with a diverse population. Only 23% of residents are 57 years or older in age, while 64% of the residents are 26 years or younger in age.



**FIGURE 3. POPULATION GROWTH FROM 2010-2021**  
Source: 2021 American Community Survey



**FIGURE 4. SOUTHEAST DENTON AGE DISTRIBUTION**  
Source: 2021 American Community Survey



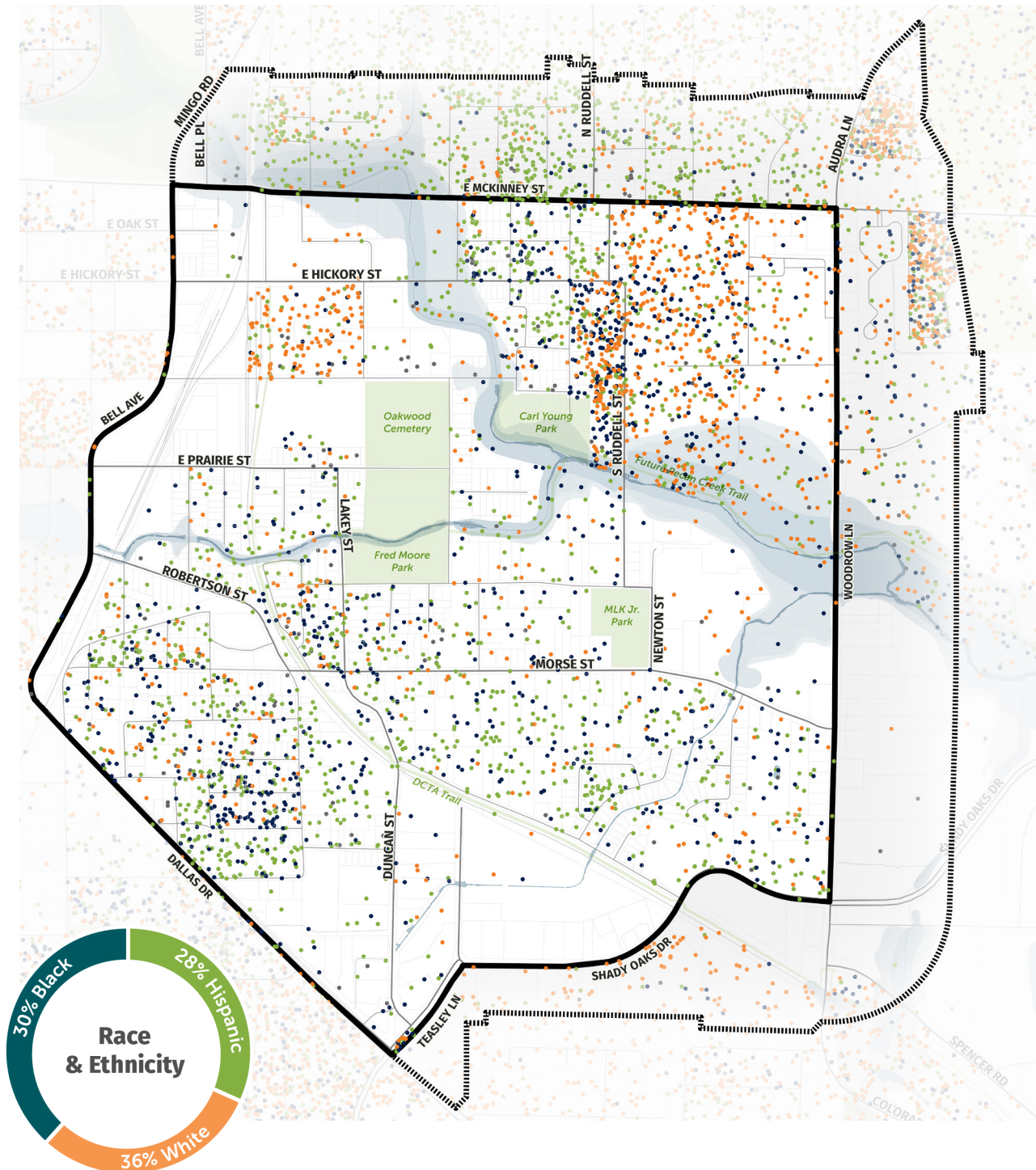


**FIGURE 5. RACE DOT DENSITY**

Source: ESRI GIS

Additionally, Southeast Denton is fairly evenly split between Hispanic (28%), Black (30%), and White (36%) populations.

Racial and ethnic groups are well-mixed, providing contrast to the segregation seen in many nearby areas. For reference, the City of Denton's overall population is predominantly White (58%), with 23% Hispanic and 11% Black residents (2021 ACS).





# Economy

Southeast Denton employment is misaligned with the workforce living in the community. Southeast Denton is home to approximately 1,435 workers, yet only 16 (1%) of them are employed in the community. The remaining workers commute out of the area to where employment in their industry is available. However, this trend is not for a lack of jobs in Southeast Denton. Approximately 1,950 workers are employed within Southeast Denton but live outside of the community.

Nearly one-third (31%) of jobs in Southeast Denton are related to transportation, warehousing, utilities, and construction alone; in contrast, less than 15% of the area's residents work in these capacities. Conversely, 26% of Southeast Denton residents are employed in Education, Healthcare, or Social Services, whereas less than 4% of local jobs are in these industries. This mismatch indicates that a large number of education, healthcare, and social services professionals live in Southeast Denton but commute out of the area to work in nearby locations, possibly due to the lower cost of housing in the community relative to surrounding areas. The community also generally lacks employment opportunities in education, healthcare, and social services, as well as retail, finance, and real estate. This employment data aligns with the lack of professional office buildings, retail establishments and healthcare clinics within Southeast Denton.

**FIGURE 6. SOUTHEAST DENTON WORKER FLOW**

Source: ESRI GIS



Denton County



**FIGURE 7. JOBS HELD BY SOUTHEAST DENTON RESIDENTS**

Source: ESRI

**JOBS IN SOUTHEAST DENTON**

These workers flow into the community to fill jobs in public administration, transportation, warehousing, utilities, construction, and professional, scientific, and technical services. Many of the jobs in these fields are hosted in the warehouse and light industrial buildings that predominate the boundaries of Southeast Denton, as well as the Denton County justice system campus.

**FIGURE 8. JOBS IN SOUTHEAST DENTON**

Source: ESRI





# Place

## LAND USE

Southeast Denton's perimeter consists of a solid barrier of industrial uses and busy arterial streets that, combined with a lack of sidewalks and bike facilities, make it difficult or impossible for residents to safely walk or bike beyond the edges of the community. As a result, residents are disconnected from essential community services. Southeast Denton lacks a grocery store and contains only a handful of places to obtain food of any kind. The community has very few retail stores and restaurants, and the retailers that do exist are predominantly pawn shops, thrift stores, and similar outlets. Residents are unable to safely walk or bike to the local mall or to the shops and restaurants to the west in downtown Denton and to the north across McKinney Street.

In Southeast Denton, homes and businesses are generally separated from one another, with residences located interior to the area and businesses confined almost exclusively to the outer edges, clustered along arterial roadways where access by car is more readily available. Over the past decades, many industrial facilities have come to be located within Southeast Denton, such as storage centers, automotive uses, and industrial suppliers. The County has some of its more land-intensive uses in this community, including the courts building, jail, sheriff's office, and juvenile detention center.

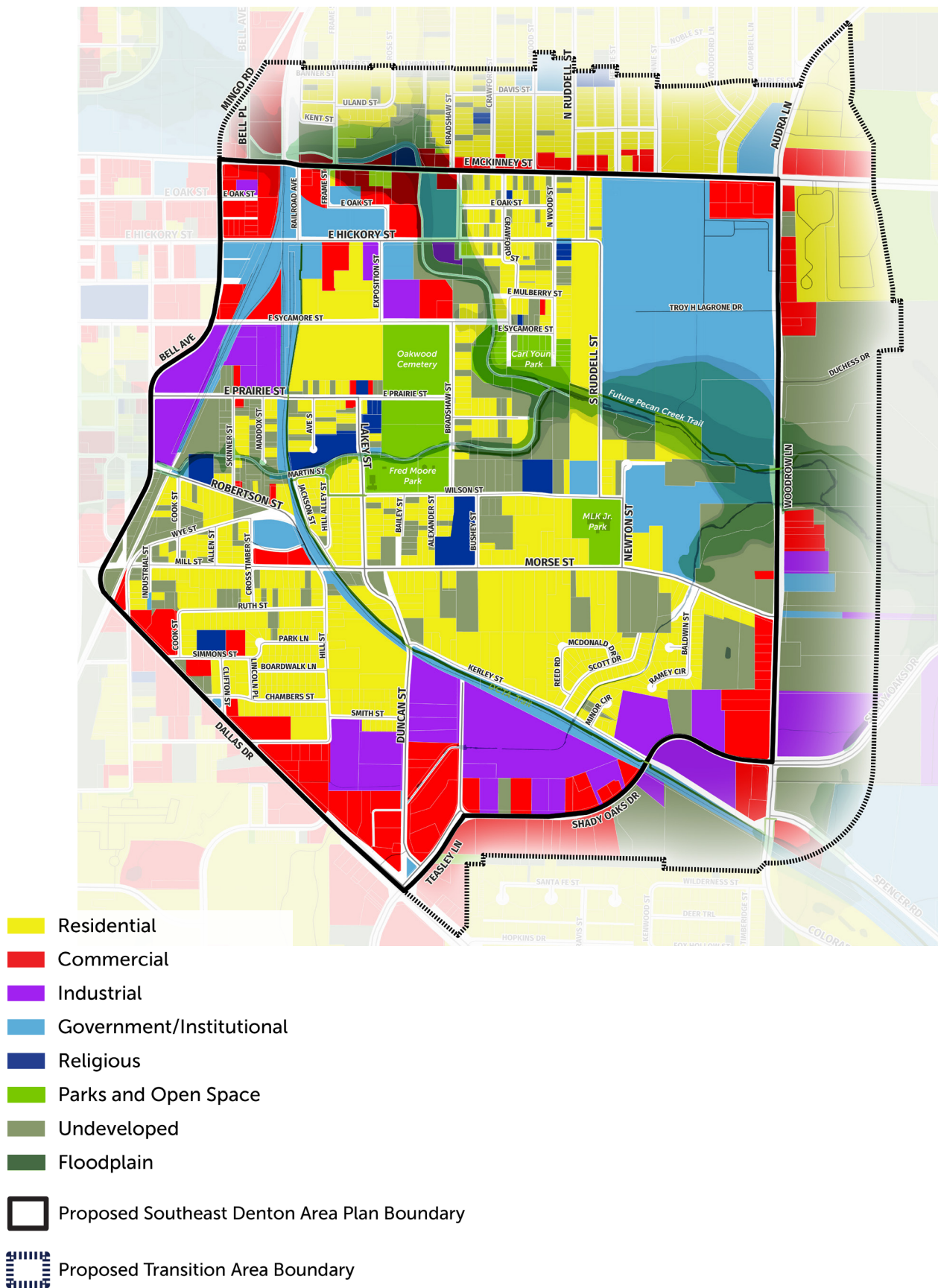
Southeast Denton hosts three parks: Fred Moore Park, MLK Jr. Recreation Center Park, and Carl Gene Young, Sr. Park. These facilities offer recreation opportunities, however, lack of programming lack safe sidewalk and trail connections to each other, compromising access and safety for nearby residents are some barriers to park usage. Southeast Denton is home to several churches. These churches, along with their leadership and volunteers, form the backbone of social connection in the community.





**FIGURE 9. CURRENT LAND USE MAP**

Source: City of Denton, TX





## EXISTING CONDITIONS

Among the various land uses in Southeast Denton, the single largest land use by area is housing. Nearly one-third of land (27% or 183 acres) contains residential uses. The community's residential development pattern originated in the 1920s with the platting of the Solomon Hill neighborhood, located south of McKinney Street and east of Pecan Creek. This residential development expanded toward the south and west, and Solomon Hill was soon joined by the New Quaker neighborhood, the Frederick Douglass School neighborhood, and the Freedman neighborhood. The Willow Creek and Lincoln Park neighborhoods were built in the 1960s to 1980s. While most of the homes are single-family homes, some duplexes, triplexes, and fourplexes are interspersed throughout the area. Additionally, a few large-lot homesteads (one to three acres) can be found near Morse Street and Kerley Street.

Two large multifamily developments are currently located within Southeast Denton. Additional multifamily developments are currently under construction on the south side of East Sycamore Street on a former industrial site and east of Woodrow Street (across from the County Juvenile Detention Center). Although many in the community are not supportive of additional higher-density housing in Southeast Denton, residents understand that mixed-use zoning is already allowed and the northwestern portion of Southeast Denton will likely develop with multifamily housing in the future. Due to the anticipated impacts with current and future developments, this plan provides strategies on land use, development scale, and urban design to guide future development.

After residential uses, government and institutional uses occupy the largest amount of land area. These uses include the Denton Public Safety Training Center, Denton Independent School District buildings, facilities for the Denton County Transportation Authority, and facilities related to the Denton County justice system, including the courts building, jail, sheriff's office, and juvenile detention center. In the event that these facilities were to expand, it is imperative that this plan include strategies to minimize impacts and result in compatible land uses.

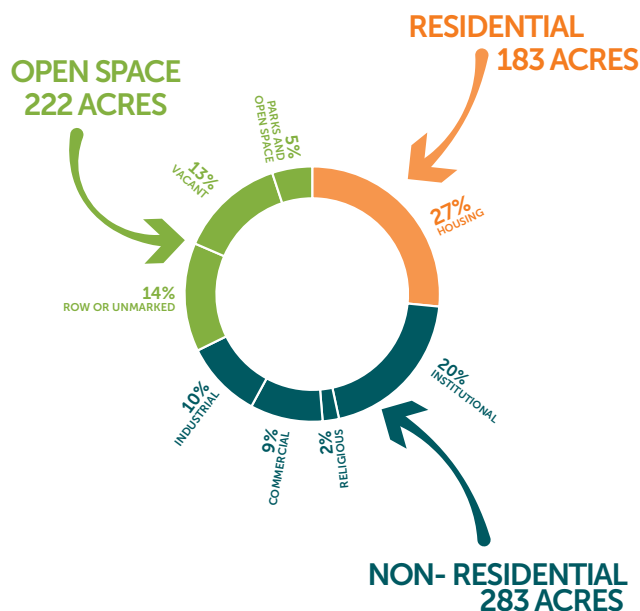
The more intense commercial and industrial uses, combined with a large swath of floodplain extending diagonally across the study area, the railroad tracks to the west, and a lack of sidewalks and bike facilities serve as solid barriers to mobility. As these properties continue to age, they may become obsolete. Therefore, the plan outlines guidance for the redevelopment of these sites, in some cases recommending forms and uses that are more compatible with existing homes.

Within Southeast Denton, 93 acres are vacant. Of these, 70 acres are privately owned and 23 acres are publicly owned. Ten acres of privately owned land and 14 acres of publicly owned land are not developable because they are park space, cemetery, or flood plain. This leaves 60 acres of private land and nine acres of public land that are potentially developable.

Developable land may provide an opportunity to increase utilization of existing property without directly displacing residents. Public developable land offers opportunities for additional parks, recreation, and community facilities.

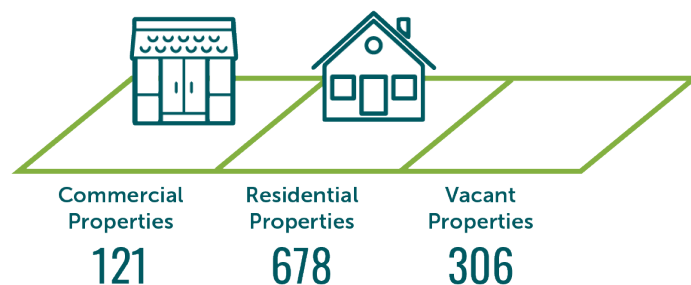
## FIGURE 10. SOUTHEAST DENTON LAND USE DISTRIBUTION

Source: Denton Central Appraisal District



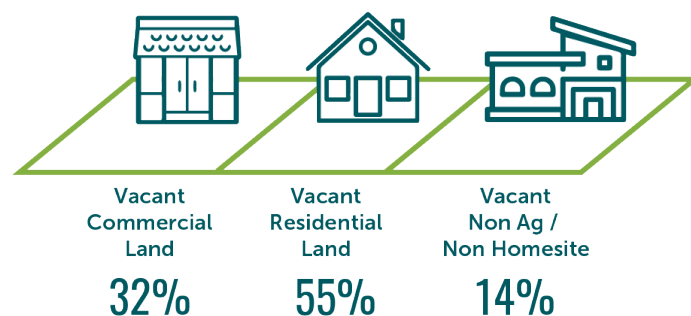
## FIGURE 11. PROPERTY TYPES IN SOUTHEAST DENTON

Source: Denton Central Appraisal District



## FIGURE 12. VACANT LAND IN SOUTHEAST DENTON

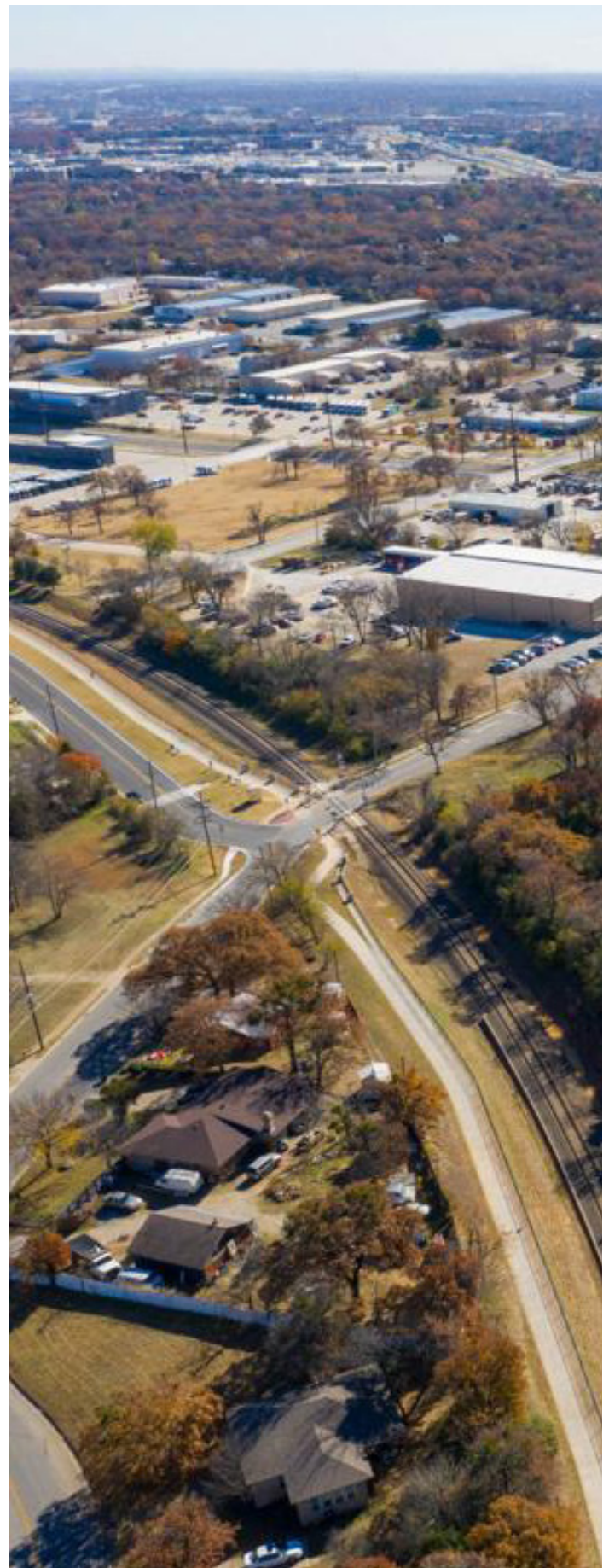
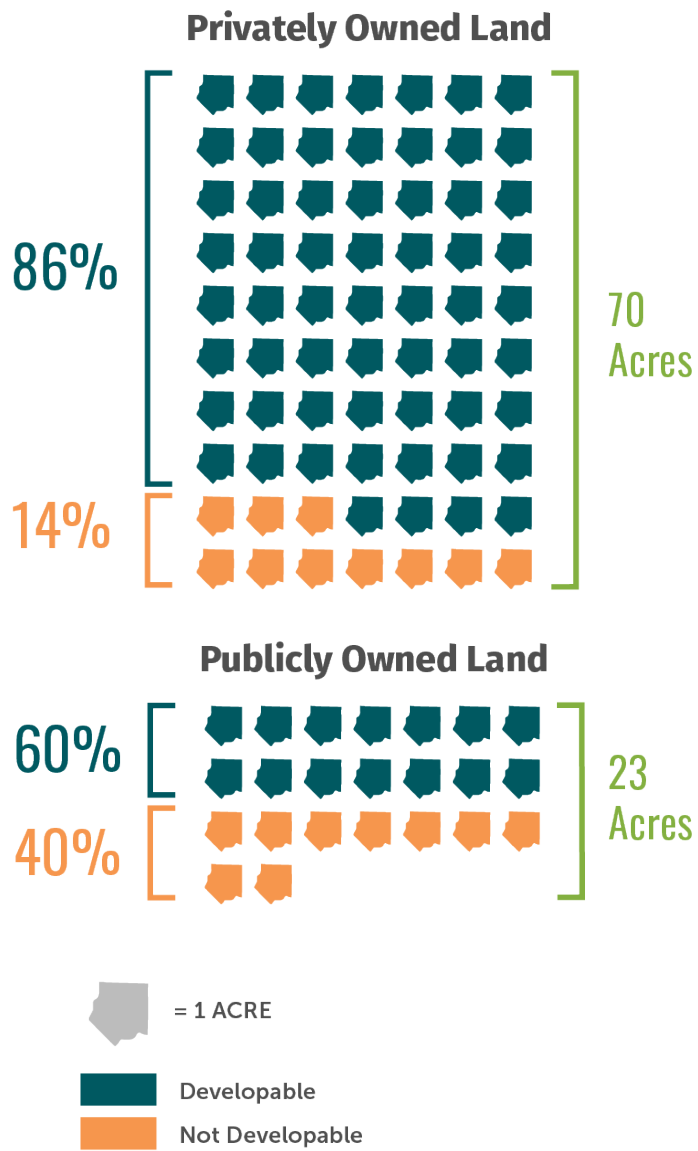
Source: Denton Central Appraisal District





**FIGURE 13. VACANT LAND IN SOUTHEAST DENTON**

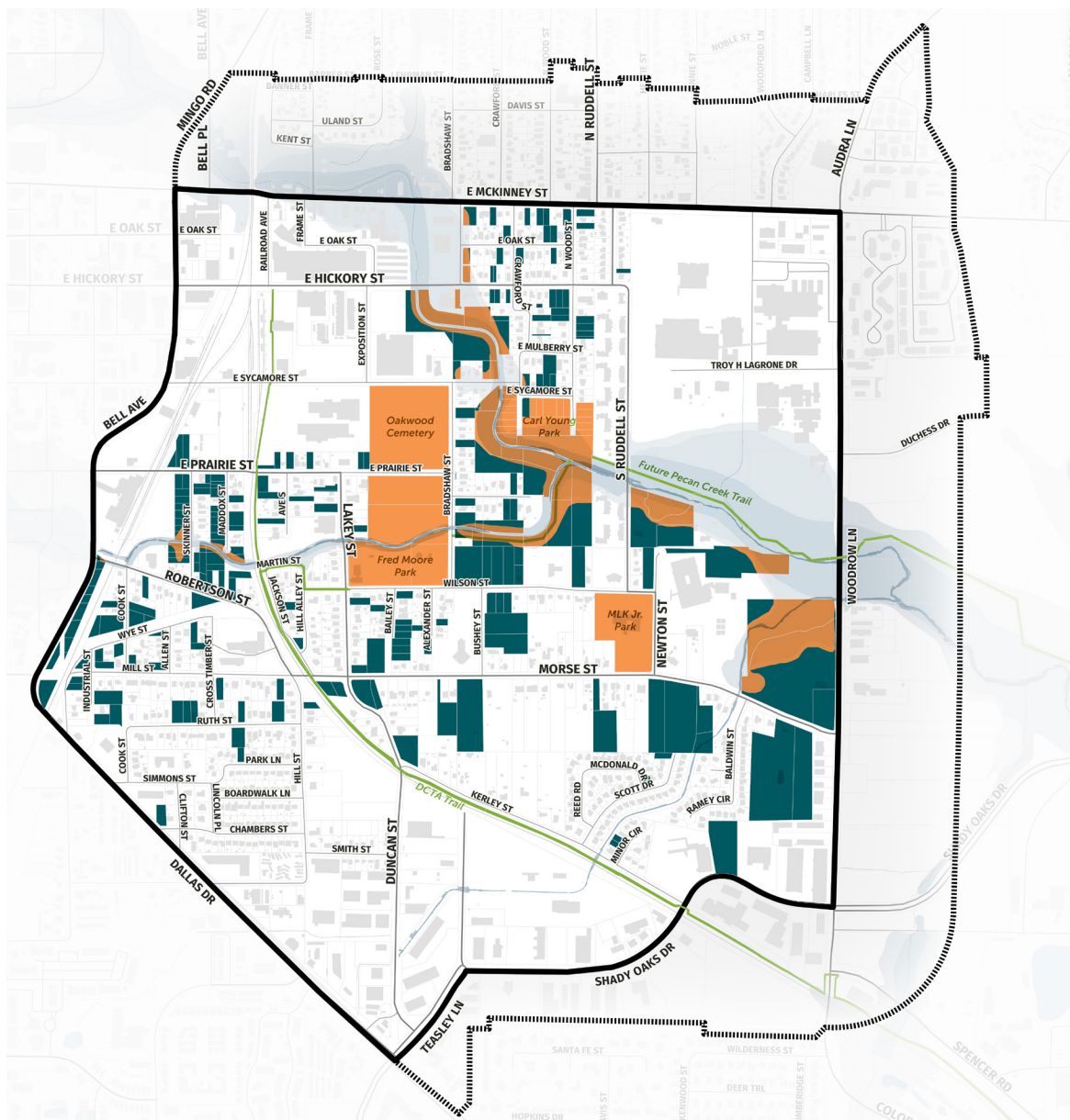
Source: Denton Central Appraisal District





## FIGURE 14. VACANT AND OPEN LAND

Source: Denton Central Appraisal District



- Developable
- Undevelopable
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## ZONING

Denton's Development Code and Zoning Map were updated comprehensively in 2019. Zoning in Southeast Denton follows a pattern similar to the current land use.

The center of the area is generally zoned R4-Residential, which allows for single-family detached homes by right as well as townhomes and duplexes with a Specific Use Permit. This district preserves existing neighborhood character while allowing some flexibility.

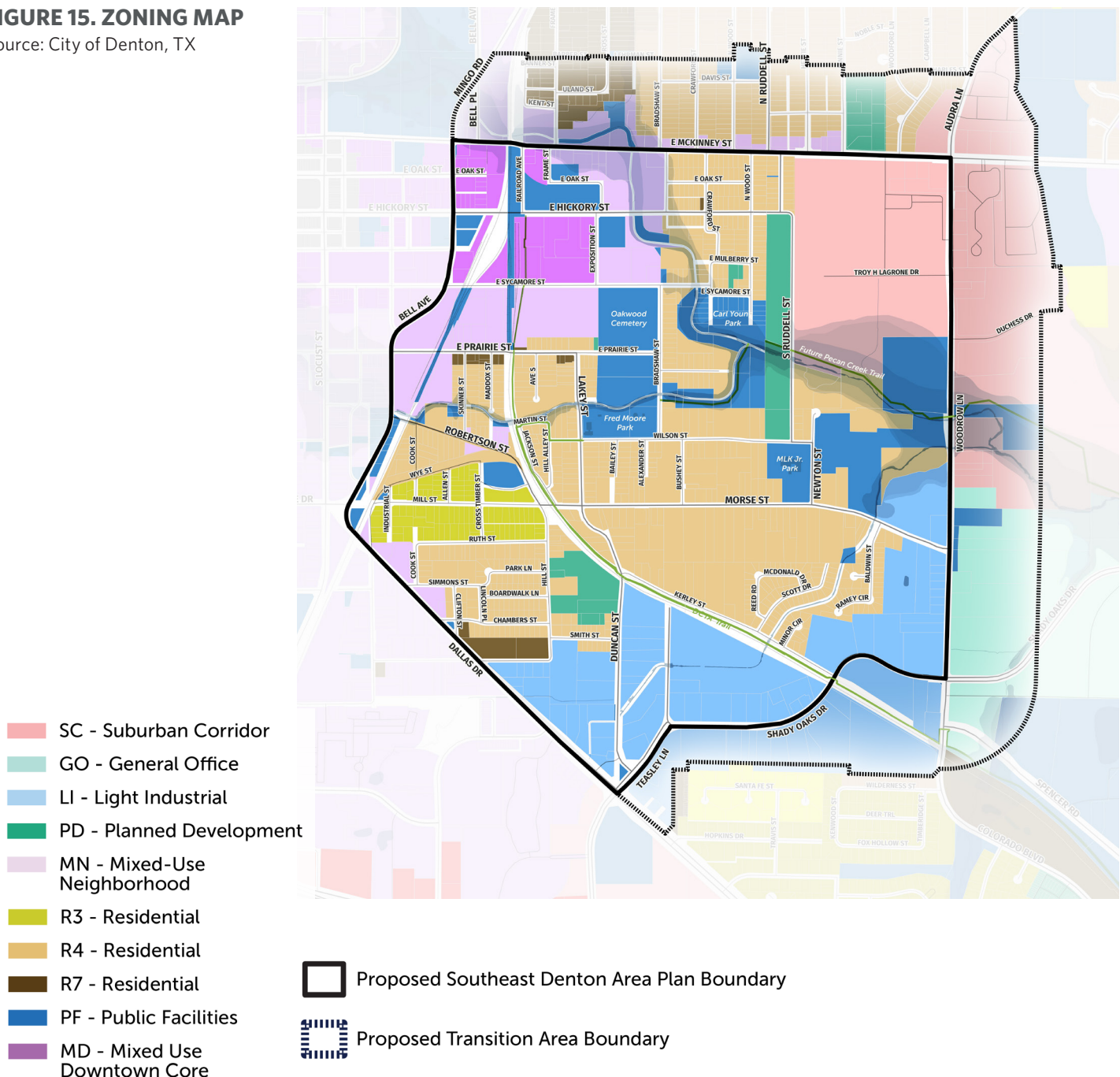
The Denton County Courts Building, Law Enforcement Center, and associated facilities are zoned SC-Suburban Corridor, which provides for moderate- to high-intensity commercial, office, and retail uses along high-traffic corridors.

The southeastern portion of the area is zoned LI-Light Industrial, which allows a wide variety of manufacturing, processing, storage, and warehouse, among others.

In the northwest portion of the area, near downtown but on the eastern side of the railroad tracks and rail trail, the zoning is MD-Mixed Use Downtown Core and MN-Mixed Use Neighborhood. MD has no restrictions on lot dimensions or setbacks and allows lot coverage up to 100% and maximum height of 100 feet. MN is less intense, with maximum height of 65 feet and 80% lot coverage. Both districts allow a wide range of housing, including multifamily, and other uses suited for a downtown area, such as bars, restaurants, craft alcohol production, and artisan manufacturing.

**FIGURE 15. ZONING MAP**

Source: City of Denton, TX





## HOUSING

Southeast Denton contains six historic neighborhoods that were established and developed over the last century. Solomon Hill, New Quaker, Freedman Town, and Fred Moore School (previously Frederick Douglass School) were originally built in the 1920s-1930s. Lincoln Park was built in the 1960s, and Willow Creek was built in the late 1960s to 1980s. As shown in Figure 16, the story of housing construction in Southeast Denton is one of construction on individual lots, as opposed to volume-builder neighborhoods often seen today. Because of this development pattern, architectural styles vary from home to home and street to street, reflecting the design trends in a given decade.

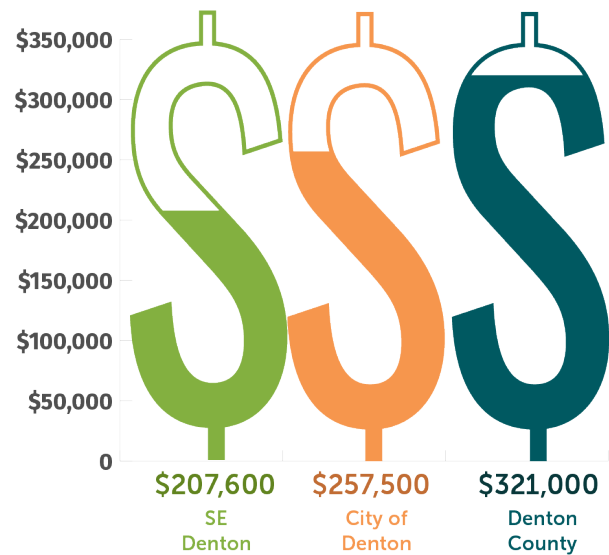
Many of Denton's important historic structures are found in Southeast Denton. While not all are eligible as historic resources due to modifications, the community has shown an interest in protecting and maintaining its historic homes. Therefore, this plan will include strategies to conserve and preserve these assets and the heritage they represent.

The median value of Southeast Denton's 707 homes is approximately \$207,600, lower than the citywide median home value of \$257,500 (2021 ACS). Notably, Southeast Denton's higher-value and lower-value homes are interspersed; in other words, no part of the community inherently contains more expensive or less expensive homes. **Higher-value and lower-value homes are in many cases located on the same block or across the street from each other, creating a true mixed-income community – one of the few left in the DFW metroplex. As mixed-income communities have been demonstrated to possess many favorable benefits, this plan will explore ways to preserve the ability for lower- and higher-income households to live near one another.**

Southeast Denton exhibits greater affordability than Denton overall when comparing home values to incomes. Denton's median income of \$65,168 translates to a median value-to-income ratio of 4.0. While the median income of Southeast Denton residents is lower at \$59,328, Southeast Denton has a median value-to-income ratio of 3.5. This means that the median home value is 3.5 times that of the median residents' income, compared with 4.0 times for the city overall. This suggests that homes are relatively affordable in Southeast Denton compared with the broader area.

**FIGURE 17. 2021 HOME VALUES**

Source: Denton Central Appraisal District



**FIGURE 18. MEDIAN HOUSEHOLD INCOME**

Source: 2021 American Community Survey



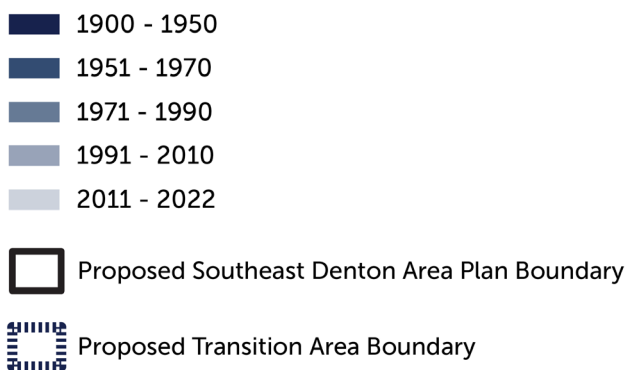
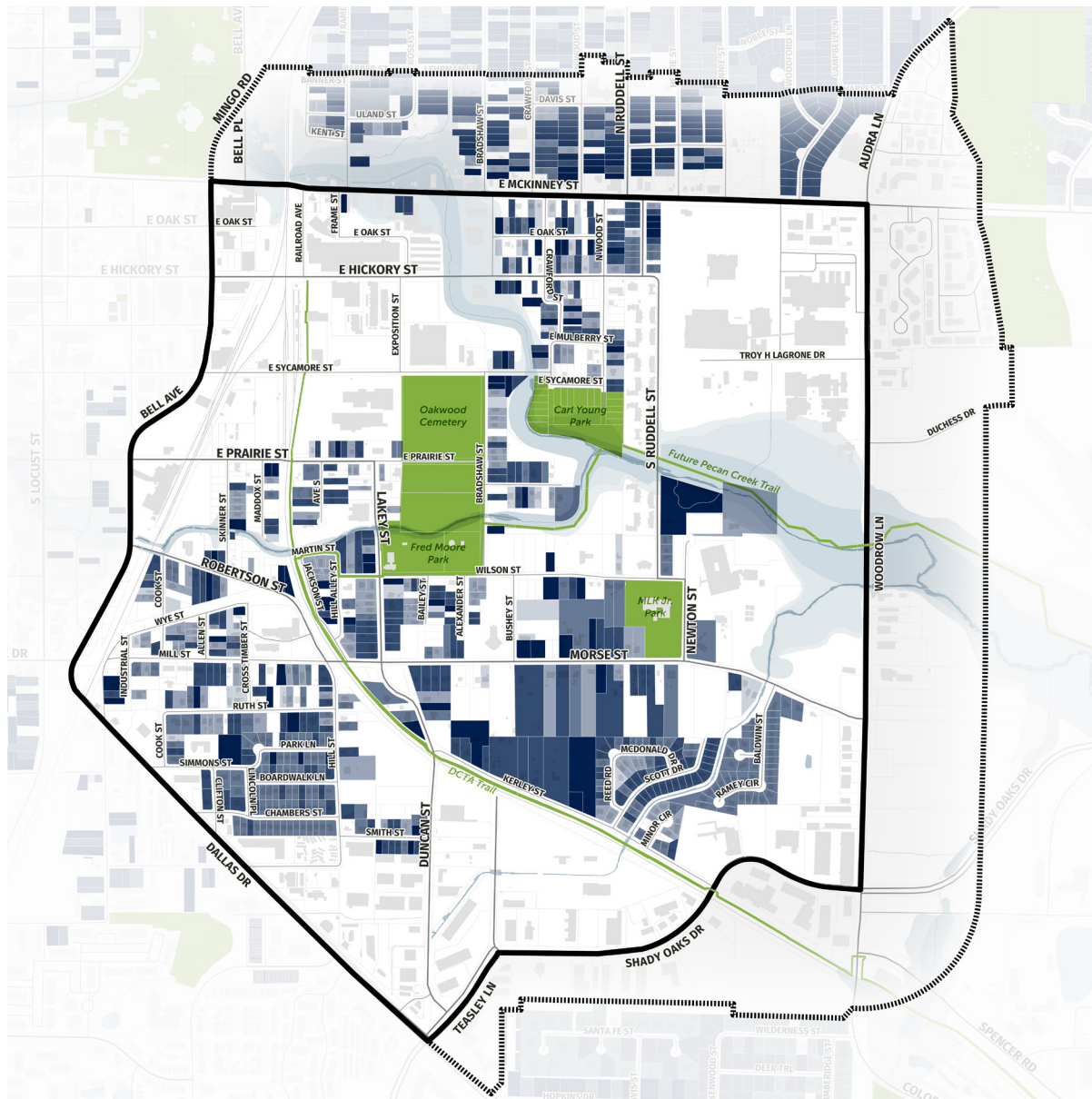
Homes in southeast Denton





### FIGURE 16. RESIDENTIAL YEAR BUILT MAP

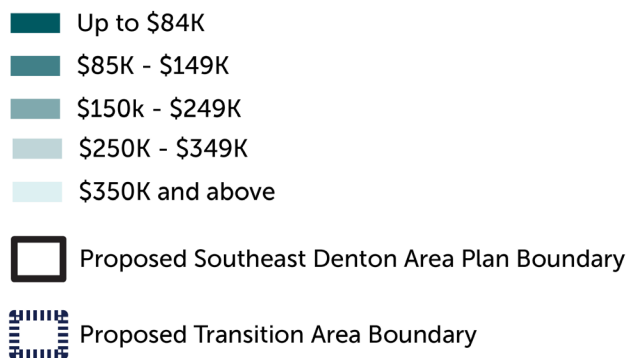
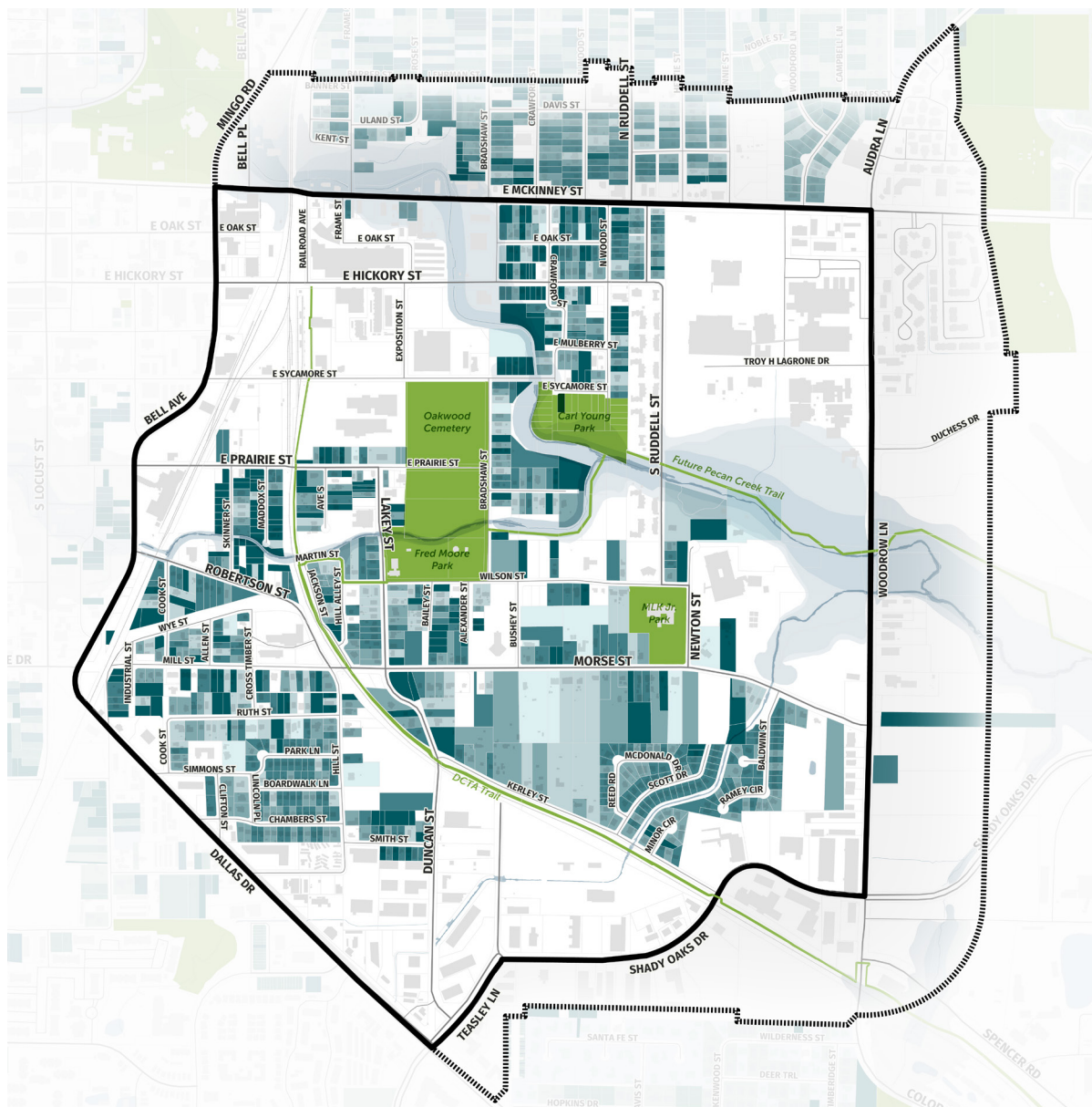
Source: Denton Central Appraisal District





## FIGURE 19. RESIDENTIAL APPRAISED VALUE

Source: Denton Central Appraisal District



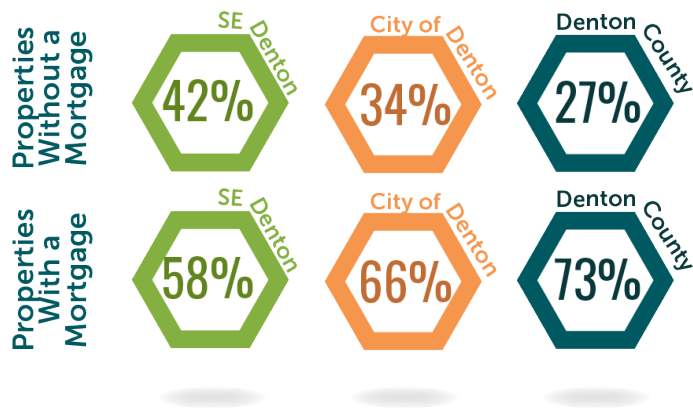


Approximately two-thirds (62%) of Southeast Denton residents own their homes, and the rest rent. Average monthly payments on homes with mortgages are only slightly higher than average rents (\$1,107 vs. \$1,036, respectively). The similarity of monthly payments for homeowners and renters suggests that households may rent not because of monthly payment constraints, but rather due to inability to secure a down payment or to qualify for a mortgage or by choice.

While Southeast Denton is relatively more affordable than Denton overall, this does not imply that homes are affordable to residents. Notably, a Southeast Denton resident with a median income who purchases a median-value home would end up spending more than 30% of their income on housing. Households who spend more than 30% of their income on housing are considered cost burdened. Another metric shows that Southeast Denton has a greater percent than the surrounding region of residents who own their homes outright. While 42% of homes have no mortgage in Southeast Denton, that number is 34% in the City of Denton and only 27% in Denton County. Fewer homeowners burdened by a mortgage points to the relative affordability of Southeast Denton compared with nearby areas as well as the presence of long-term homeowners. While positive for existing residents, relative affordability can result in displacement pressure.

### FIGURE 21. MORTGAGE PROPERTIES

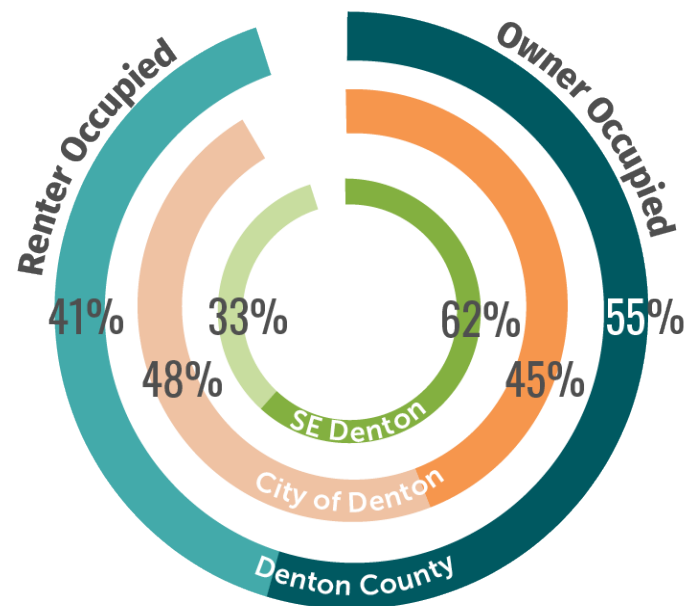
Source: 2021 American Community Survey



In addition to rent and mortgage payments, housing costs include things like property taxes, insurance, and utilities. Rising property taxes as home values rise is a contributing factor to displacement.

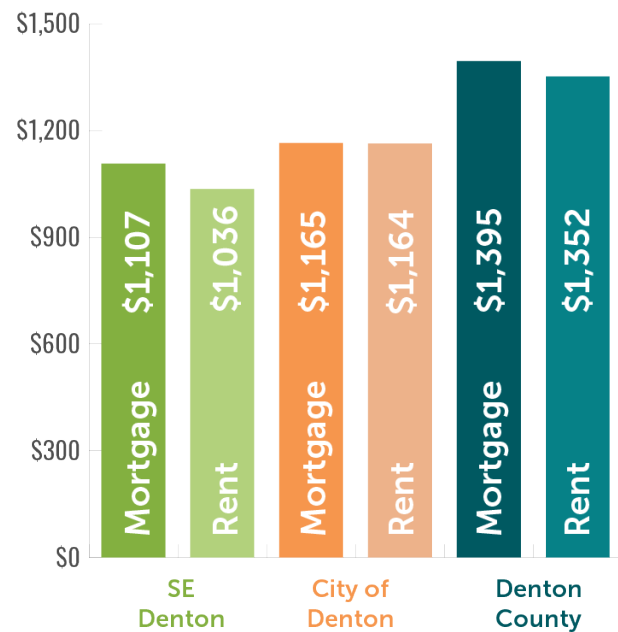
### FIGURE 20. PERCENTAGE OF 2021 HOME OWNERSHIP

Source: 2021 American Community Survey



### FIGURE 22. MORTGAGE VALUE VS RENTING VALUE

Source: 2021 American Community Survey





## PARKS AND OPEN SPACE

The City of Denton's Parks and Recreation Department owns and maintains two community centers and a variety of parks and open spaces to serve Southeast Denton. The largest park is the 10-acre Fred Moore Park, which offers amenities such as two pavilions, two playgrounds, basketball courts, benches and bleachers, drinking fountains, a softball field, and a gazebo stage. It is programmed with community-wide events several times a year and is also used for daily recreation and unplanned social gathering space by the residents. The park offers open sight lines for safety, shade, and a walking trail that will eventually connect to the regional Katy Trail and the future Pecan Creek Trail.

Although Fred Moore Park is a regional asset, it lacks an identifiable public entrance from surrounding streets. The trail is lit by tall cobra head lights rather than pedestrian-level lighting. The creek running through the park is a concrete-lined culvert rather than a natural creek. The picnic table is well-shaded, but the playground equipment would benefit from additional shade. Better lighting, more comfortable places to sit, additional shade, and better connections to the neighborhood would enhance the usability of the park.

Carl Gene Young, Sr. Park is slightly smaller than Fred Moore Park at 9.8 acres. This park includes a spray ground, a basketball court, benches, a playground, and a drinking fountain. Additional shade is needed to make the spray ground, metal benches, scattered play equipment, and picnic tables more usable, as the lack of shade is a potential burn hazard to patrons in the summer. Walkways do not connect to each other or to the amenities, nor do they connect to other trails. The picnic tables are not on concrete pads and the ground under them becomes muddy during rainy periods. The park could benefit from a more cohesive plan and a sun-shade study conducted jointly with the area's residents and potential park users. Improvements to the splashpad began in April 2023 and finished in May 2024.

The MLK, Jr. Recreation Center Park provides play space for children and flexible open space. Features include shade structures, playgrounds, practice fields, maintained landscape, a picnic table and benches, and a mature, colorful variety of trees. The park lacks adequate sidewalk and pathway access and does not provide light for night usage.



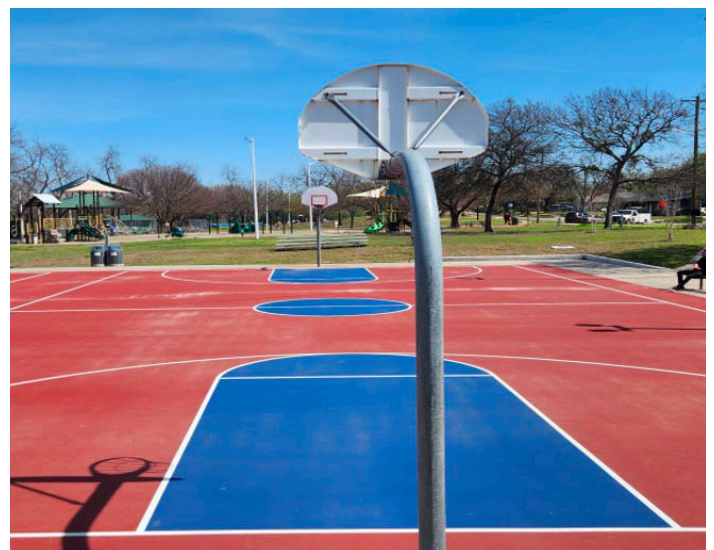
On the eastern edge of Southeast Denton, west of Woodrow Lane, are several heavily treed areas. These areas are under various ownership, including the City of Denton, Denton Independent School District, and private ownership. While none of the parcels on either side of Pecan Creek is currently park space, some of the area is reserved for a future extension of the Pecan Creek Trail, and the trees contribute to the city's urban forest.

Oakwood Cemetery was established in 1857 in what is now the center of Southeast Denton and has been City-owned since 1931.<sup>1</sup> It is a local heritage site that is the burial place of early settlers, Confederate veterans, indigent residents, and many more whose graves are unmarked and whose names are lost to time. Many of Quakertown's residents are buried in the cemetery.

In addition to these parks and green spaces, several trails cross Southeast Denton, including the DCTA Rail Trail along the MKT Railroad right-of-way and portions of the planned Pecan Creek Trail along Pecan Creek. The DCTA Rail Trail is a 19-mile regional asset, connecting the Downtown Denton Transit Center to the Hebron station in Lewisville.

The undeveloped land map (Figure 12) shows multiple large parcels of land near existing parks, trails, and floodplain. These parcels offer an opportunity for the City to expand park space in the Southeast Denton area.

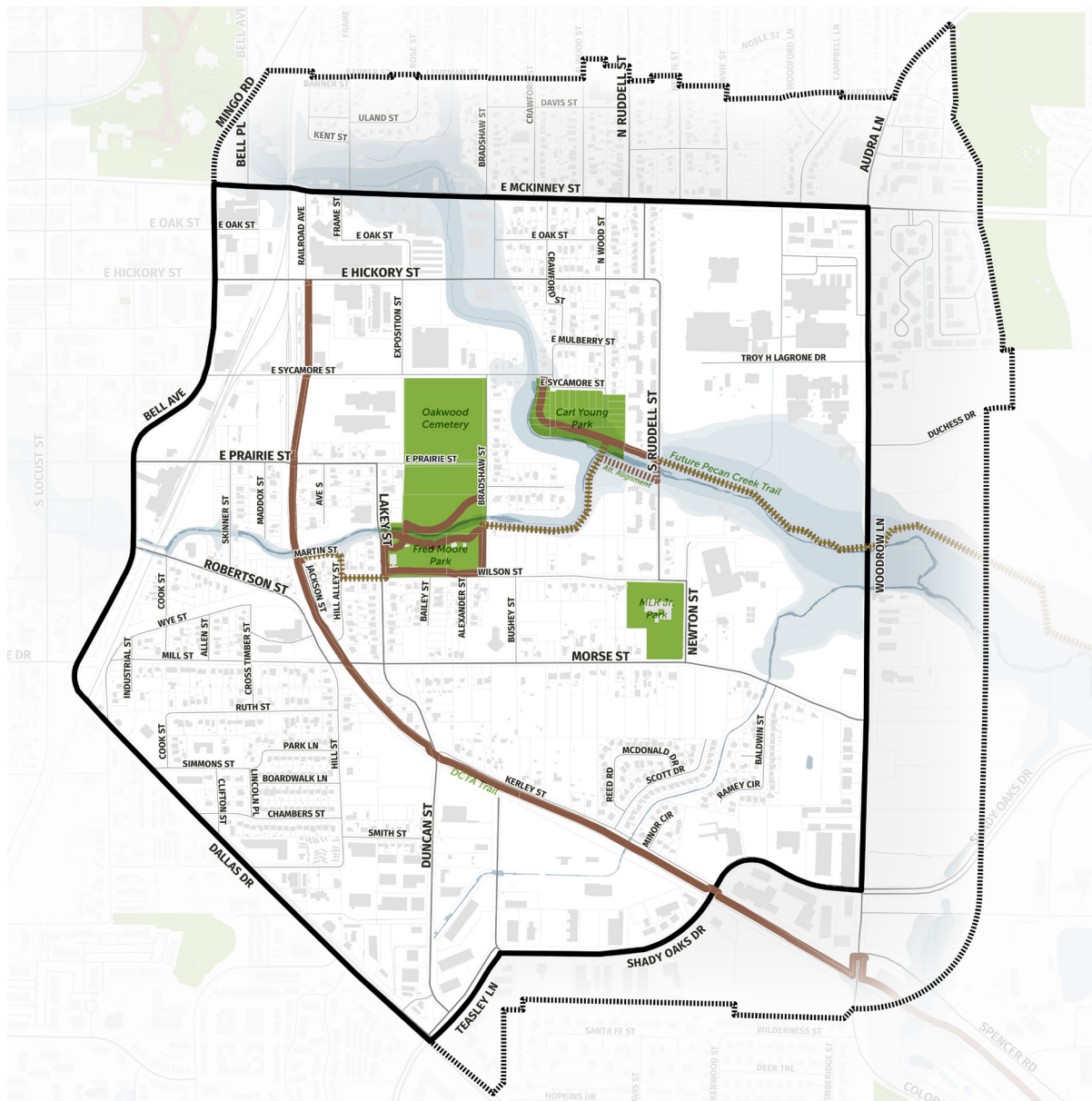
The Martin Luther King, Jr. Recreation Center is located on the east side of the study area near Rivera Elementary. The center offers computer classes, after-school care, spring break and summer camps, and other classes throughout the year. The American Legion Hall Senior Center is centrally located in Southeast Denton at the southwest corner of Fred Moore Park. It serves as a gathering place for adults aged 50 and older to eat lunch, take part in activities, host events, and spend time. Both facilities offer modern meeting rooms for rent and are often reserved for community groups, parties, and clubs.





**FIGURE 23. 2022 TRAILS MASTERPLAN**

Source: City of Denton, TX

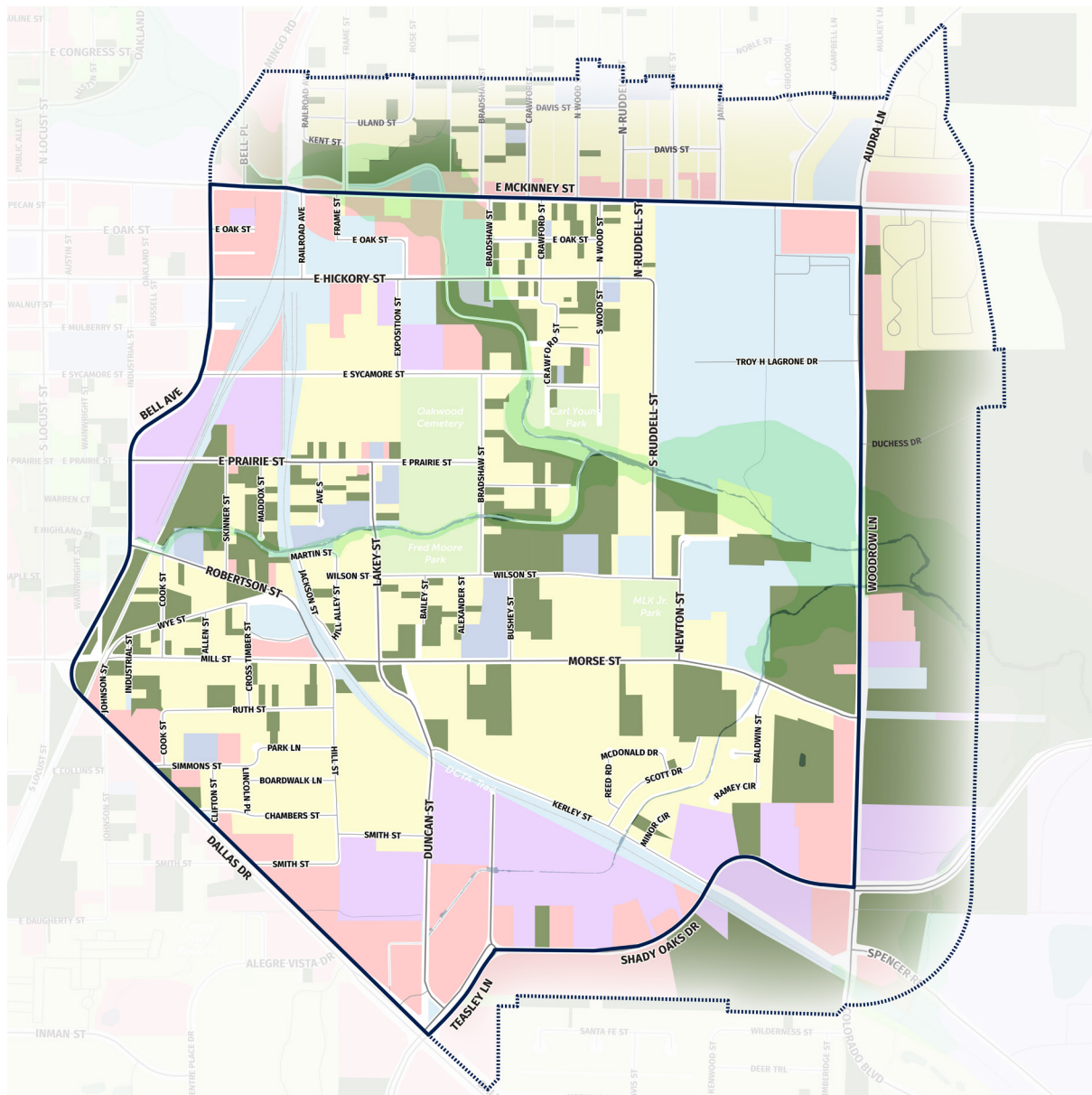


- Existing Trails
- Future Trails
- Parks
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



**FIGURE 24. CURRENT UNDEVELOPED LAND USE**

Source: Denton Central Appraisal District



- Undeveloped
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## TRANSPORTATION AND CONNECTIVITY

A transportation and mobility network that supports a community should include the following:

- **Affordability:** This means less reliance on single-occupancy vehicles (SOV) and access to affordable alternatives, including transit, walking, car sharing, and new mobility services.
- **Choice:** Transportation alternatives, such as cyclist- and pedestrian-friendly networks that connect to employment and other destinations.
- **Safety:** Better lighting and more facilities for pedestrians and cyclists.
- **Air Pollution and Congestion Reduction:** Fewer emissions from cars on the road or in traffic.

## STREET NETWORK

Primary arterials (six lanes and 135 feet minimum right of way) and secondary arterials (four lanes and 110 feet minimum right of way) encircle the Southeast Denton neighborhood. Crosswalks provide pedestrian safety at only a handful of intersections. Together, the width of streets and lack of crosswalks hamper pedestrian access to shops, restaurants, and jobs outside of Southeast Denton. See Figure 25.

Internally, the streets are arranged in a broken grid pattern, with both north-south and east-west streets that end abruptly at three-way intersections. Morse Street and Kerley Street, two of the through streets, serve as a short cut for some drivers and a raceway for others.

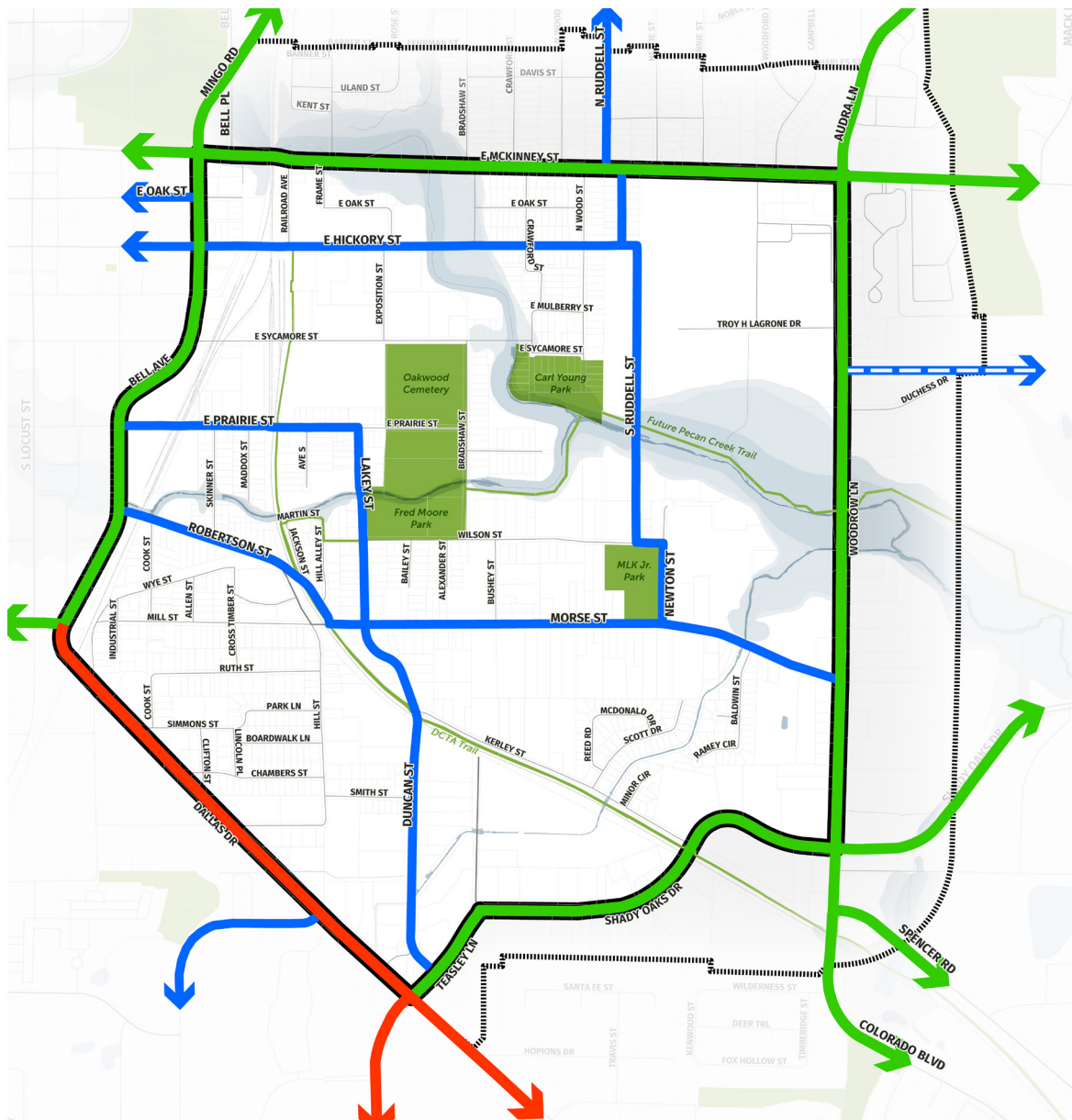


Denton Record-Chronicle



**FIGURE 25. THOROUGHFARE PLAN (2022)**

Source: City of Denton, TX



- █ Existing Primary Arterial
- █ Existing Secondary Arterial
- █ Existing Collector
- - - Proposed Collector
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## WALKING

Based on the City's sidewalk condition data and on-the-ground analysis, very few of the streets within Southeast Denton have sidewalks. Residential areas and local destinations such as schools and retail within Southeast Denton are connected only by a car-oriented street network. This means that residents who choose to walk must generally take unmarked, non-ADA accessible routes through their neighbors' yards or walk in the street. The few existing sidewalks are in varying (often poor) conditions, exposed to the sun, and are generally not ADA compliant.

Although crosswalks are present at some four-way stops, most of the intersections in Southeast Denton are three-way intersections or dog-leg intersections without crosswalks. This lack of crosswalks, coupled with high travel speeds and volumes along busy roads, creates an intimidating environment for pedestrians and cyclists who try to travel through or out of the Southeast Denton area.

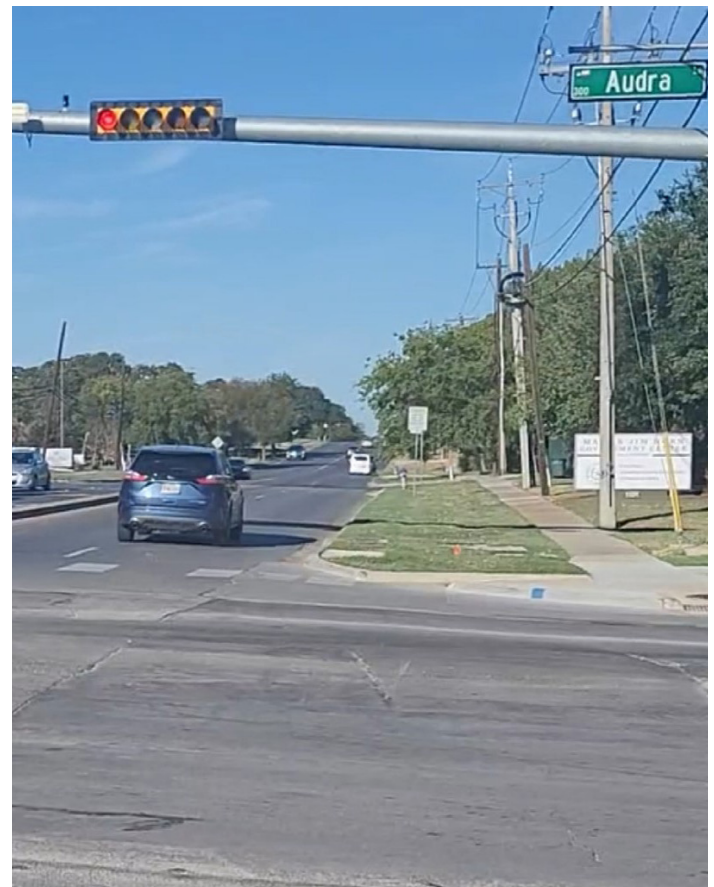
Although many of the streets in the area are currently being reconstructed only a few of the new street sections include sidewalks. (Figure 26, sidewalk conditions)



Residential sidewalk and road construction



Sidewalk conditions









## BICYCLE NETWORK

Bicycle infrastructure is extremely limited within Southeast Denton. The few bicycle paths that do exist are either side paths that double as sidewalks or they are streets with signage indicating that bikes are a shared use. Newly constructed trails, such as the DCTA trail which connects Denton to Lewisville offer the beginnings of much-needed bicycle connectivity. However, existing trails do not yet offer a broad network that connects neighborhoods to activity centers or the larger Denton community.

The City of Denton's 2022 Mobility Plan recommends additional separated bike lanes, shared-use side paths, and trails. However, the

2023-2024 street reconstruction project was budgeted and designed before the adoption of the current Mobility Plan. Therefore, the roadway improvement projects that were in progress at the time of creation of this plan do not include many of the planned pedestrian and bicycle infrastructure segments.

Future road improvements should include the planned pedestrian and bicycle infrastructure in the 2022 Mobility Plan.



Bike Denton







## TRANSIT

Transit service in Denton is operated by the Denton County Transportation Authority (DCTA). The Downtown Denton Transit Center provides access to local and regional buses as well as the A Train, which connects south to Carrollton and to the Dallas Area Rapid Transit (DART) light rail system. Due to recent system changes, DCTA provides bus service only along East Hickory Street and McKinney Street. The remainder of Southeast Denton is served by DCTA's on-demand service, GoZone.

## CRASHES

The Texas Department of Transportation collects and analyzes crash data submitted by law enforcement officers in its Crash Records Information System (CRIS). Figure 28 shows a heat map of crashes

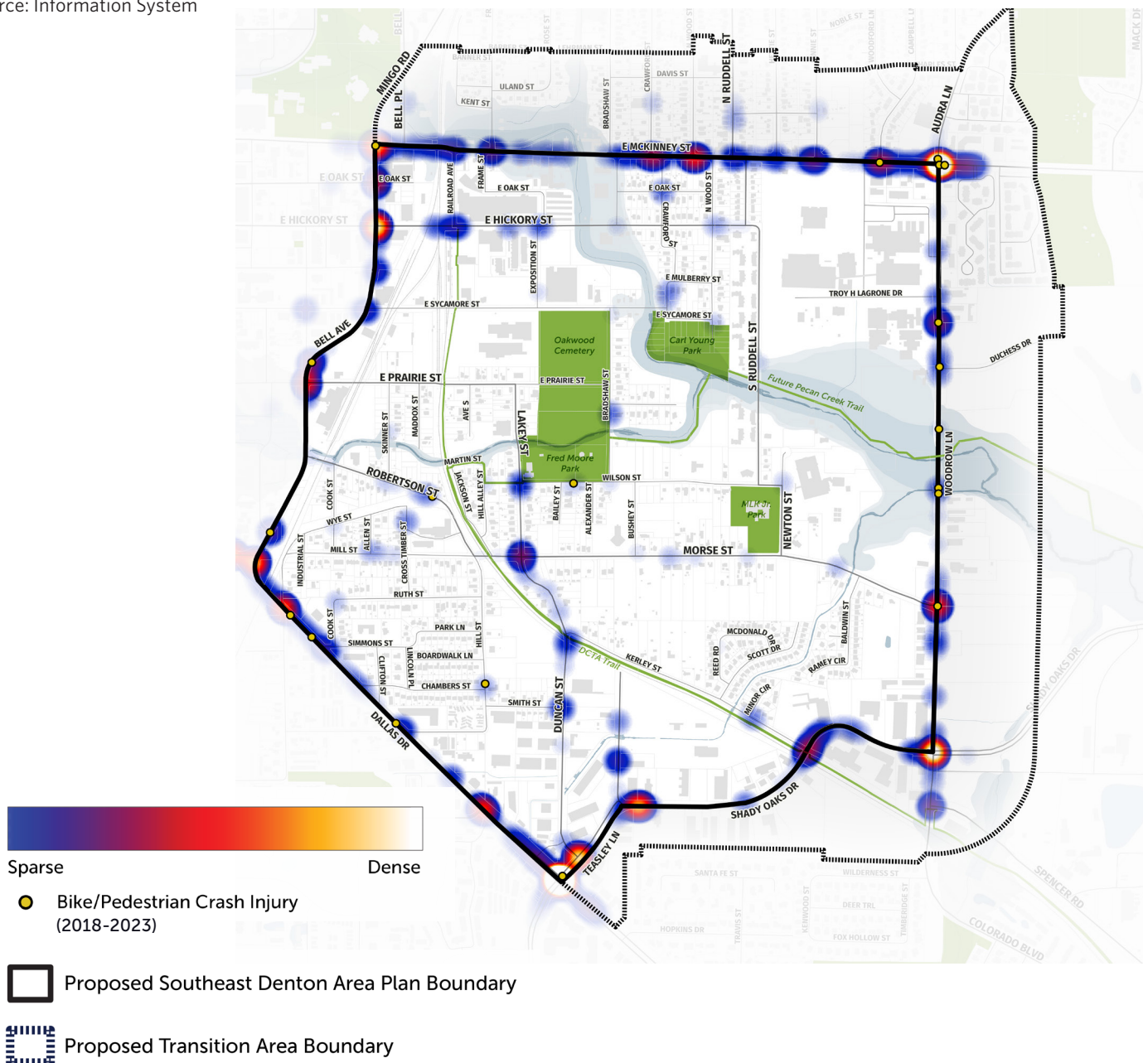
between 2018 and November of 2023 in Southeast Denton. In the past five years, there were 2,561 people involved in crashes in this area, 27 of whom were pedestrians or bicyclists.

People were most likely to be involved in crashes on the periphery roads, particularly at large intersections. Crashes on McKinney Street accounted for nearly 20% of the total number of people involved in crashes in Southeast Denton, indicating a need for additional pedestrian safety measures on McKinney Street.

In addition to the crashes on the periphery, the data also show East Hickory Street, Morse Street, Lakey Street, and Duncan Street to be hot spots for people involved in crashes.

**FIGURE 28. CRASH INJURIES HEAT MAP**

Source: Information System





## COMMUNITY AMENITIES

Southeast Denton is home to several churches, including Pleasant Grove Baptist Church, St. Andrew Church of God in Christ, St. Emmanuel Baptist Church, Morse Street Baptist Church, Mt. Calvary Baptist Church and East Prairie Street Church of Christ, St. James AME, Mt. Pilgrim CME, and Simmons Street Church of Christ. Residents view these churches as important assets not just for worship, but also for their key role in promoting social connection within the community.

Rivera Elementary and Fred Moore High School are located within the study area. However, the attendance boundary for Rivera Elementary only includes the east side of Southeast Denton, extending outside the study area across Woodrow Lane to the east and south of the study area. Fred Moore High School was originally named the Frederick Douglass School and served the Black community of Denton starting in 1909. The current building was built in 1948 and two years later was named after Fred Moore, a former teacher and principal at Douglass School who remained connected to the community. Today, this school is a Choice School that serves the entire Denton Independent School District. It provides accelerated graduation and alternatives to traditional high school and attracts students from throughout the district.



St. James AME Church



American Legion Hall



MLK Jr. Recreation Center





**FIGURE 29. COMMUNITY AMENITIES DISTRIBUTION**

Source: HDR research



- Churches
- Proposed Southeast Denton Area Plan Boundary
- Proposed Transition Area Boundary



## RETAIL

Residents of Southeast Denton have limited retail and restaurant choices within the core of the community. The closest stores selling food are two convenience stores north of McKinney Street; the convenience stores do not offer any fresh foods and only carry very limited supplies of packaged foods. Kroger, Aldi, and Walmart are all a few miles away and necessitate a car for access. Pedestrian access to Denton's downtown restaurants is inadequate, particularly for the mobility impaired. Most of the commercial parcels on the land use map are service or business-oriented uses such as pawn shops, storage centers, automotive uses, and industrial supply stores, which do little to meet the community's day-to-day retail needs.

Clara's Kitchen, Veronica's Café, and other restaurants along McKinney Street and Dallas Drive serve as local gathering spots.



Veronica's Cafe



1302 Teasley Lane



625 Dallas Dr.



Clara's Kitchen

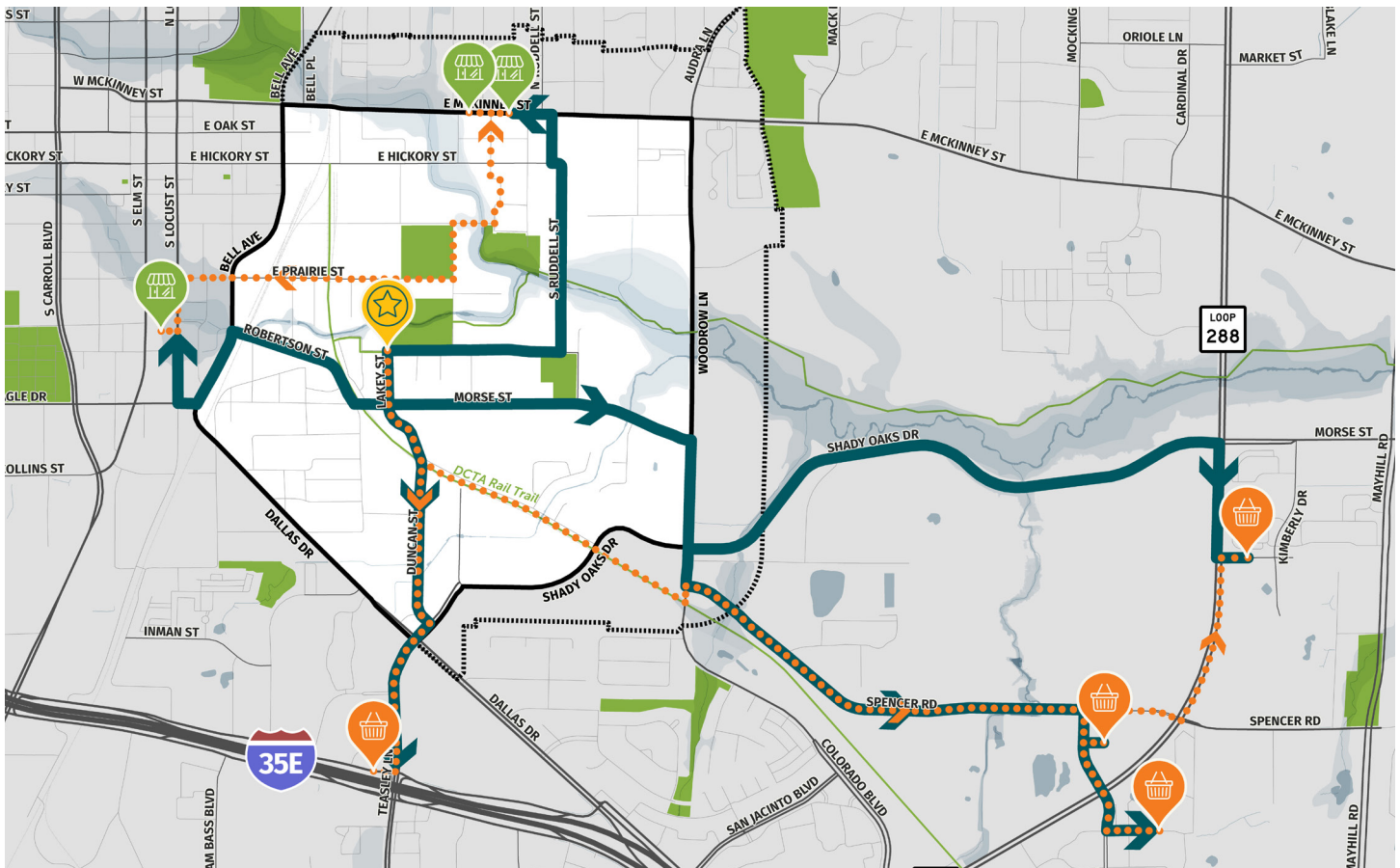





608 E. Hickory Street



**FIGURE 30. ROUTES TO GROCERY AND CONVENIENCE STORES**

Source: ESRI



-  Grocery Store
-  Convenience Store
-  American Legion Hall Senior Center
-  Driving Route
-  Walking Route







# COMMUNITY ENGAGEMENT

By listening to the Southeast Denton community to incorporate their solutions, dreams, and ideas, this plan attempts to strengthen the Southeast Denton area for existing and future residents and stakeholders as well as those interested in joining this cohesive, connected community in the future.





# Listening to the Community

The planning process started with acknowledging past harm — forced removal in the 1920s, a proposed Urban Renewal demolition plan in the 1960s—as well as current concerns with development activities. The process continued with data gathering, robust community engagement, and guidance from technical experts.



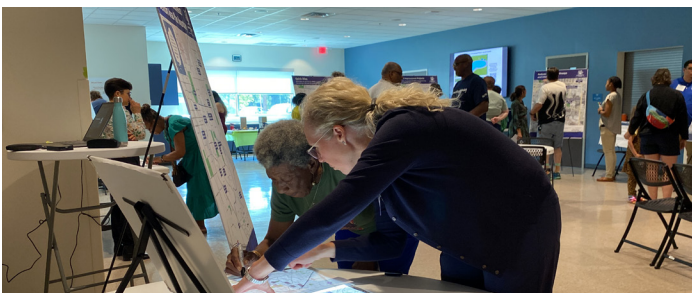
## IMPLEMENTATION WORKSHOP

- **Listening Sessions:** The team held multiple meetings with residents and stakeholders to listen deeply to their stories, their dreams, and their desires for their neighborhood, as well as their fears and their anger about the past. Participants identified several key concerns, some of which have already been addressed as quick wins.
- **Stakeholder meetings:** The team met with several community stakeholders to better understand the history of the area and the issues important to residents now.
- **Steering Committee:** The Steering Committee met regularly to add insight and to provide feedback on the information gathered and analysis completed.



## COMMUNITY LISTENING SESSION

- **Intercept Surveys and Pop-Up Events:** To reach a more representative sample of stakeholders, the team hosted pop-up events and collected intercept survey responses at various locations and times to connect with community members. Some locations and events included the MLK Jr. Recreation Center, Veronica's Café, and both the 2023 and 2024 Juneteenth events in Denton.
- **Visioning Workshop:** Meeting held to share preliminary concepts with the public and to collect feedback. The project team asked community members to draw their ideal SEDAP boundary. Participants also provided ideas about capital improvement projects, quick wins, pedestrian and bike access, parks, housing, and economic development.



## VISIONING WORKSHOP

- **Visual Preference Surveys and Boundary Establishment:** Using the information gathered at the Visioning Workshop, the team went out into the community, specifically to determine the preferred housing and commercial building styles and finalize the study area boundary. The data previously collected was aggregated into three possible boundary maps. Participants were asked to vote on the map which best represented their idea of Southeast Denton.
- **Implementation Workshop:** The team met with staff from various agencies and entities in the Denton area, such as the appraisal district, the County, and various City departments, to discuss the feasibility of various implementation ideas.



## INTERCEPT SURVEYS

- **Online Engagement:** The team also gathered input from the public through an online survey and forum on "Discuss Denton" that allowed people to get involved and find out about in-person engagement and community surveys in their area.





## STEERING COMMITTEE MEETINGS

### WHAT

The project team presented updates on findings, proposed recommendations, and potential actions at four steering committee meetings. During each presentation, steering committee members provided context and feedback.

### WHY

To ensure that key stakeholders guided the planning process and that the plan remains relevant to the community.

## Results

The 11 member steering committee representing local residents, pastors, and community advocates played a crucial part in the goals, objectives, recommendations, and actions included in this plan. Here is what they represented as key wants and desires of the community:

The community is in favor of community benefit agreements.

There should be a focus on attainability rather than affordability.

Investigate how nearby areas could support Southeast Denton.

Highlight the diversity of Southeast Denton.

Most of the residents work outside of Southeast Denton.

Develop infrastructure that meets residents' needs.

Introduce missing middle housing in the community.

Develop key street cross sections within the community.





## LISTENING SESSIONS

### WHAT

Community meetings that started with acknowledging the harm that existing plans and zoning ordinances have inflicted on communities, apologizing for that harm, and seeking to atone by listening to the concerns of the community.

### WHY

To hear and incorporate concerns of the residents into the plan and ensure it represents the current and future needs of the community.

**SIX** in-person listening sessions  
**ONE** virtual listening session  
**75** Attendees

## Results

Here are the main themes of the discussions:

Many unjust practices were inflicted upon Black residents, and families have not forgotten this history.

Residents are frustrated by the lack of communication regarding the Southeast Denton road reconstruction project.

Speeding on some local streets is a concern.

Parks and community facilities are cherished amenities.

Feelings were mixed about housing and affordability.

Property tax increases triggered by new development drive gentrification fears.

Residents feel the pressure that change is coming.

Community consultation must improve for planning and rezoning.

The City can improve its relationship with the community.

Infrastructure must be improved, with a focus on safety.





## VISIONING WORKSHOP

### WHAT

Open house with multiple activities to ask participants what capital improvement projects they prefer, ideas for quick wins, pedestrian and bike improvements, park and trail ideas, areas of change and stability, what they love, and what they would like to remove.

### WHY

To understand the general perception, collective needs, opinions, and desires from the community. Information gathered from workshops and surveys forms the basis of the plan's recommendations.

## Results

Through multiple activities the community revealed:

### What they love about SE Denton:

Green spaces, parks, churches, community scale.

### What they want to remove from SE Denton:

Cement plant on Prairie Street, remove pressure to increase density, potholes and breaks in sidewalks, jails, constant and excessive roadwork.

### What they want to keep in SE Denton:

Community's social connections, Black history of the area, mixed income, affordable housing - two story single family, duplexes, fouxplexes, townhouses etc., parks and open spaces, neighborhood retail and restaurants.

### What they want from SEDAP:

Ideas for quick wins:

Bike racks at businesses west of Bell Avenue, more benches and shade for people walking, more lighting on pathways, bike parking in the parks, additional trash cans in public areas, more street trees.

### What is their dream for SE Denton:

No gentrification, community market, streetlights and shade, not to be commercialized, owner occupied housing, community events, improved infrastructure: Better pedestrian connections to downtown, more sidewalks, a safe way to cross McKinney Street, slower traffic on Morse Street.





## INTERCEPT SURVEYS

### WHAT

Multiple forms of community engagement at events, in front of recreation centers, and at local restaurants focused on meeting people where they are and hearing their input on the needs of the community.

### WHY

To ensure the diverse members of the community that did not come to meetings had their voices and ideas incorporated into the Southeast Denton plan.

**FOUR** intercept surveys  
**109** people participated

## Results

The community voiced their concerns for their community, and voted on various forms of housing and commercial buildings, the area boundary, street designs, and strategies in the plan. Here are the community's overarching concerns:

Cleanliness and Safety.

Lack of investment in infrastructure and amenities.

Mixed views about the increase of apartments in Southeast Denton.

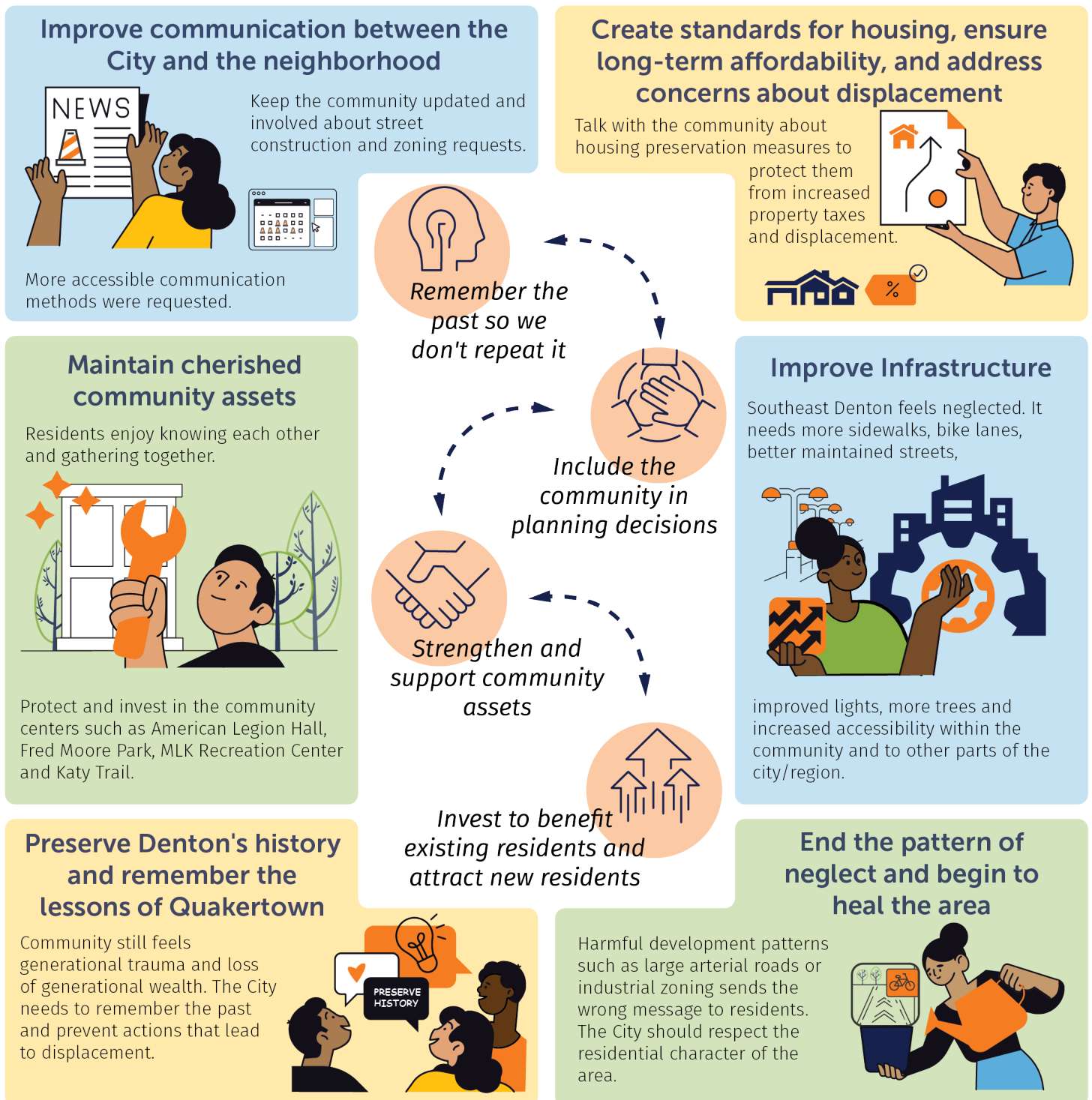
Housing affordability and availability.

Maintaining Southeast Denton's wonderful sense of community.



**FIGURE 31. COMMUNITY ENGAGEMENT KEY TAKEAWAYS**

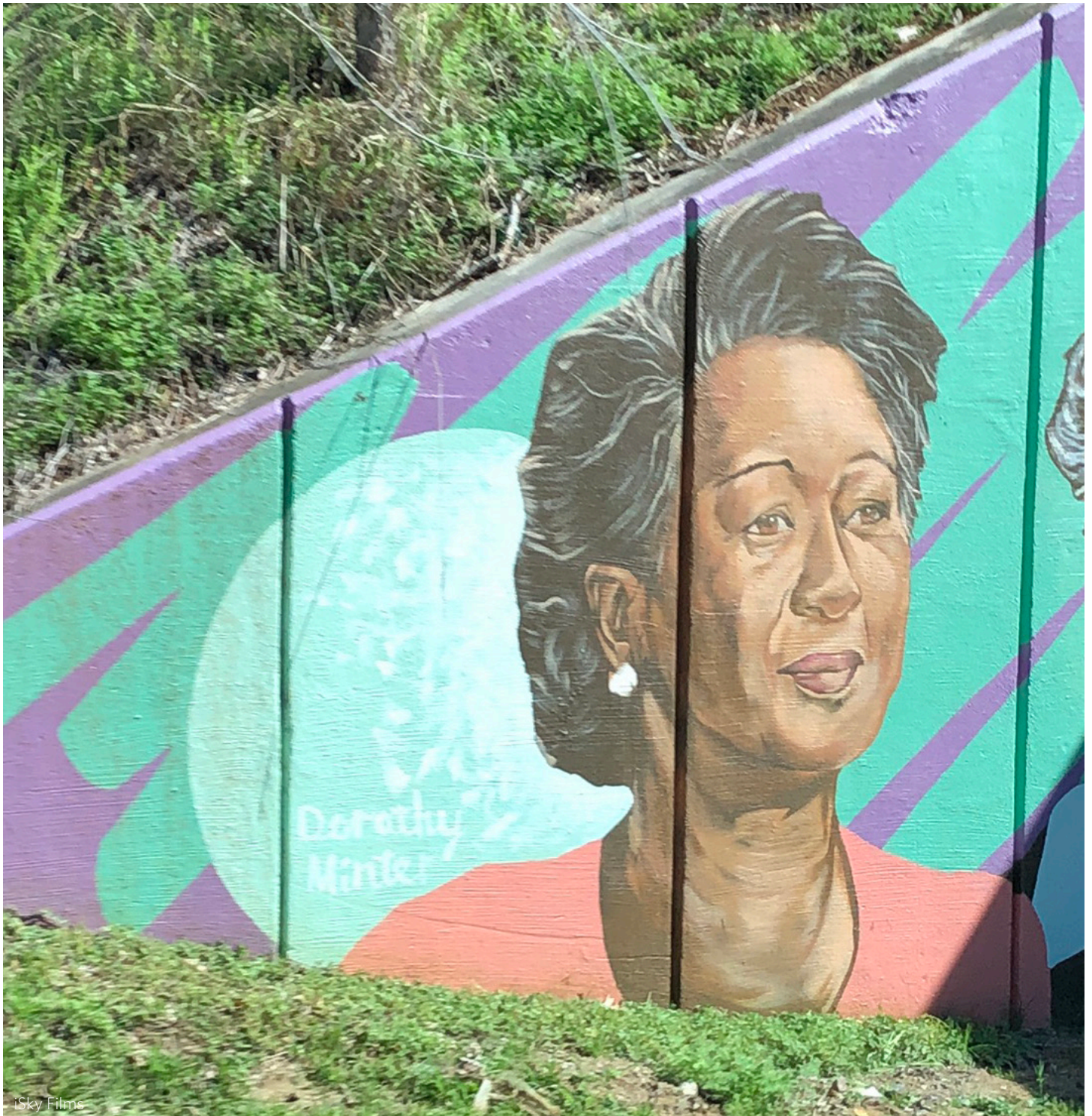
The key themes that emerged from the various engagement activities are shown in the graphic below.





## Vision for Southeast Denton

*Our vision for Southeast Denton is a harmonious future that ensures a diverse, resilient and inclusive community for generations to come. We will be a vibrant community that the City cultivates trust with, and that cherishes and preserves our rich Black history and culture, discourages gentrification, ensures shared prosperity, and elevates the overall quality of life through strategic investments.*



iSky Films



# RECOMMENDATIONS

Recommendations provide the broad picture of how to achieve the envisioned future of SEDAP. It lays out the desired outcomes and goals that emerged as the direct result of existing conditions analysis, and community and stakeholder engagements. Specific strategies and action steps are identified to achieve each of the goals. Future land use map and mobility networks are a major component of the SEDAP recommendations.





## Desired Outcomes

Community outreach culminated in a plan that celebrates the cohesiveness of this community by focusing on the following desired outcomes:

1. Southeast Denton will receive its fair share of political, economic, and social investment from the city to repair past harms.
2. Southeast Denton is a multicultural and diverse community that continues to celebrate its Black cultural roots.
3. The Southeast Denton community has strong, connected neighborhoods whose residents desire a variety of housing types and pricing options to allow a diverse range of ages and incomes to call this area home.
4. Southeast Denton will have a safe, accessible, and connected network for all modes of travel (pedestrians, bicyclists, transit, automobiles) to travel within and outside the neighborhood.
5. Southeast Denton residents will be able to enjoy public spaces and amenities (parks, programming, activities) that are equitable with the public spaces and amenities found elsewhere in Denton and the metroplex in quality, access, and availability.

## Goals

The recommended strategies and actions are based on five goals derived from the feedback received from the community during an extensive public engagement process (see Community Engagement Chapter). The goals for the Southeast Denton study area plan are:

1. Build trust within the community and with the City as a whole
2. Honor the culture and heritage of Southeast Denton
3. Invest in economic prosperity
4. Strengthen neighborhoods and housing affordability
5. Elevate the quality of public amenities and infrastructure
6. Create a safe and connected, multi modal travel system





## **GOAL 1: BUILD TRUST WITH THE COMMUNITY AND WITH THE CITY AS A WHOLE.**

The trauma of forcible relocation of Quakertown in 1923, negative impacts of land use decisions in and around the neighborhood, and lack of equitable public investment over the years compared to other parts of Denton have created a multi-generational distrust of local government in the Southeast Denton community. The recent development of new, higher density residential and mixed-use projects around the edges of the study area combined with a lack of communication and information flow between the city departments and the residents has fueled the fears of another forced displacement for the residents of Southeast Denton. The strategies in this section are focused on building community trust and partnership with the City to implement the vision articulated in this Plan.

### **STRATEGY 1.1: DEVELOP AND IMPLEMENT AN ANTI-DISPLACEMENT ACTION PLAN SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA TO SUPPORT HOUSING STABILITY FOR BOTH RENTERS AND HOMEOWNERS.**

Anti-displacement plans are used in neighborhoods experiencing rising rents and home prices by protecting existing residents and giving them more time and ability to choose if or where to move. Anti-displacement action plans offer tools and programs to anticipate and respond to displacement pressures from rising rents and home prices in Southeast Denton.

- **Action 1.1.1:** Budget funds to help support the tenant-based eviction prevention program with legal representation to forestall eviction.
- **Action 1.1.2:** Develop a series of pre- approved Accessory Dwelling Unit (ADU) designs for common lot sizes and existing ADU requirements to help homeowners speed development review and construction process.
- **Action 1.1.3:** Amend the Denton Development Code to remove minimum parking requirements for Accessory Dwelling Units.
- **Action 1.1.4:** Increase home repair and modification loans/grants to low-income homeowners in Southeast Denton to help homeowners address code violations, reduce energy costs, and create safe and age-friendly homes.
- **Action 1.1.5:** Collaborate with the Denton Central Appraisal District (Denton CAD) to ensure equitable appraisal methodologies provide market value based on the age and condition of individual homes and by raising the homestead, disabled person, and over age 65 exemption rates to the state limit for municipalities.

### **STRATEGY 1.2: CREATE A SOUTHEAST DENTON COMMUNICATION STRATEGY SPECIFIC TO SOUTHEAST DENTON STUDY AREA.**

A communication strategy is a plan that outlines how the City will communicate with Southeast Denton residents. It includes a set of goals and objectives, key messages, communication channels, tactics, and metrics to measure the success of the communication efforts. Effective communication is vital for building trust, encouraging citizen compliance, and can help City staff build understanding and support between the City Hall and Southeast Denton residents.

- **Action 1.2.1:** Create a consistent city-wide communication strategy for all departments to follow.
- **Action 1.2.2:** Develop communications materials that include visual descriptions in addition to concise writeups and is distributed through validators, ambassadors, and influencers that have the trust of the community.

### **STRATEGY 1.3: DEVELOP A PROGRAM TO RECRUIT MORE PARTICIPANTS FOR THE DENTON 360 PROGRAM FROM SOUTHEAST DENTON STUDY AREA.**

Denton 360 is a citizen leadership academy designed to create better informed and engaged residents by introducing them to the innerworkings of local government empowering them to participate more actively in decision- making. Despite historic program success, Southeast Denton residents have rarely been involved in Denton 360. Recruiting more Southeast Denton residents in Denton 360 will improve residents' understanding of local government and City staff's knowledge of community issues and concerns. This collaboration can improve the lines of communication and relationship between Southeast Denton residents and the City Hall.

- **Action 1.3.1:** Identify barriers to Southeast Denton resident participation in Denton 360 and implement a redesigned program, specially targeted towards younger generations (under 40 years old).



## GOAL 2: HONOR THE CULTURE AND HERITAGE OF SOUTHEAST DENTON.

In addition to the fear of displacement, the residents of Southeast Denton also fear that the social and physical changes in the area will soon lead to residents and visitors no longer being able to recognize the place and people that once called this area home. Southeast Denton is home to the descendants of families who settled here after being forcibly removed from nearby Quakertown. This community has planted deep roots in Southeast Denton despite the painful history and the decades of injustices that followed. These roots have made this community rich with culture and pride. The strategies in this section focus on honoring and preserving the historically significant memories and culture that has defined this area for over a century.

### STRATEGY 2.1: USE HISTORIC PRESERVATION TOOLS AND PROGRAMS, ESPECIALLY CONSERVATION DISTRICTS TO RECOGNIZE THE BUILT ENVIRONMENT AND THE FAMILIES WHO CREATED IT.

Individual historic landmarks and conservation districts are tools that preserve the exterior character or aesthetics of a structure. Historic landmark designation can protect vital historic assets in an area from threats such as encroaching development and disrepair. Historic assets can be protected at the national, state, or local level. A conservation district is a zoning tool to preserve the neighborhood's sense of place through architectural standards, development standards and special zoning provisions.

- **Action 2.1.1:** Conduct a historic resource survey of historic assets that are not yet locally designated, particularly the long-standing churches and original homes.
- **Action 2.1.2:** Hold workshops to educate residents on the benefits of historic landmark designation and conservation district designation as well as help property owners pursue historic landmark status on their property.
- **Action 2.1.3:** Apply for state and federal funding opportunities for churches, homes, and commercial properties, including Certified Local Government grants and African American Cultural Heritage Action Fund provided through the National Trust for Historic Preservation.

### STRATEGY 2.2: DEVELOP AND IMPLEMENT A SOUTHEAST DENTON HISTORY AND CULTURAL ROOTS PRESERVATION PROGRAM TO RECOGNIZE THE CULTURE AND THE FAMILIES WHO CREATED IT.

A preservation program for Southeast Denton would ensure that whatever demographic changes occur in the future, the physical environment will preserve and maintain remembrance of the area's cultural roots. Harlem in New York is a good example of maintaining the Black roots and history of an area. Maintaining a connection to the past also provides a sense of unique identity, inclusion, and belonging to the entire community.

- **Action 2.2.1:** Review, amend, and implement the Original Denton Cultural District boundaries to reflect the Southeast Denton Study Area and the Downtown Area separately.
- **Action 2.2.2:** Create Southeast Denton Cultural District that acknowledges the community's cultural roots by preserving, restoring, and developing physical and culturally significant elements of the area.
- **Action 2.2.3:** Activate the new Southeast Denton Cultural District through various activities such as a Heritage Walk, a cultural map, special signage, crosswalks with mural designs at intersections in the District, an archival event with the community to gather and document oral histories and displaying these at the American Legion Hall and/or MLK Jr. Recreation Center.



### GOAL 3: INVEST IN ECONOMIC PROSPERITY.

The main purpose of the strategies and actions in this section is to help create and keep the wealth in Southeast Denton and kickstart and advance larger investments or broader organizational/community goals. A mix of people-based and place-based economic development helps to maintain the close-knit community culture and character and ensures that Southeast Denton has a physical environment that fosters active businesses, access to jobs, and growth opportunities.

#### STRATEGY 3.1: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.

People-based strategies strengthen small businesses, provide needed social services, and concentrate on building capacity. These strategies acknowledge the realities of community members' lives, including a need for flexible daycare opportunities, workforce education, mentoring opportunities, support for young people, and crime reduction and safety.

- **Action 3.1.1:** Amend regulatory barriers for home-based businesses, for example, by removing the Specific Use Permit (SUP) requirement for small Family Home Day Cares in residential districts.
- **Action 3.1.2:** Provide financial assistance to reduce Stoke (Stoke provides workspace, office amenities and a supportive, resourceful community for startups, entrepreneurs, remote workers, freelancers, small businesses, and tech-enabled companies and provides programming and events to foster growth and collaboration) membership costs and market this and other opportunities such as maker spaces, pop-up markets, and events available to entrepreneurs and small businesses to Southeast Denton residents.

#### STRATEGY 3.2: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.

Place-based economic development activities focus on supporting the built environment of an area by enhancing buildings, infrastructure, and other physical improvements in the area to improve the lives of all of the people who live and work there. These strategies provide suitable spaces for small businesses to incubate, offer gathering spaces for people to exchange ideas, and activate new clusters of economic activity.

- **Action 3.2.1:** Create economic development incentive packages, including Tax Increment Financing (TIF), Chapter 380 grants, and property tax abatement, to support these activities and to draw small fresh-foos stores or full-service grocery store chains to Southeast Denton.
- **Action 3.2.2:** Re-imagine underutilized light industrial space in Southeast Denton, especially along the southern border of the study area by amending the future land use plan to expand the Community Mixed Use land use and adding a commercial zoning overlay.
- **Action 3.2.3:** Identify vacant commercial buildings or sites to repurpose the space to: establish a market using parking lots or park property to allow food trucks, craft vendors, small businesses, and kiosks to allow start-up businesses to foster a loyal client base before making larger investments; and/ or create off-site commercial kitchens in a re-imagined business incubator space to establish new restaurants, bakeries, or packaged food creators; and/or initiate a grocery co-op, community gardens, community kitchens, and/or fresh food pantries by working with non-profits in the area.
- **Action 3.2.4:** Amend the Downtown Tax Increment Finance (TIF) District (TIRZ #1) Financing Plan to include TIF funding for portions of Southeast Denton because the stability of Southeast Denton is vital to the success of the eastern portion of the Downtown TIF district. Such funding should include home repair and homebuyer assistance and additional pedestrian facilities to connect Southeast Denton to downtown, street trees, etc. (TIF funding may be used outside the TIF district for affordable housing and pedestrian linkages into the district).



### STRATEGY 3.3: ESTABLISH A NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TO SPUR COMMUNITY INVESTMENT, REDUCE TAXES, AND INCREASE AFFORDABLE HOUSING AND ECONOMIC OPPORTUNITIES IN SOUTHEAST DENTON.

In a NEZ area the City can encourage actions such as renovation and new construction of affordable housing, investing in a new business, or improving commercial space in exchange for development fee reimbursements, property tax abatements, and sales tax refunds. This helps to lower the financial burden on the property owner in the first few years after the investment.

- **Action 3.3.1:** Create a NEZ program statement, including the purpose of the program, the benefits of the zone, participation requirements, and compliance criteria.
- **Action 3.3.2:** Designate a NEZ boundary and follow steps Sec. 380.003 in Chapter 378 of the Texas Local Government code to establish a NEZ in Southeast Denton, including required public notice and hearings. Implement and market the NEZ by creating application materials, a procedure manual, and a guidebook for applicants and create outreach material to encourage participation in the program.

## GOAL 4: STRENGTHEN NEIGHBORHOODS AND HOUSING AFFORDABILITY.

The main purpose of the strategies and actions in this section is to maintain the existing character of the neighborhoods, reduce speculation and help keep the rate of land value growth from rising too fast, and prevent encroachment of large-scale downtown-style developments in Southeast Denton, and help existing homeowners stay in their homes.

### STRATEGY 4.1: ESTABLISH OVERLAY DISTRICTS TO PROTECT EXISTING NEIGHBORHOOD SCALE AND CHARACTER.

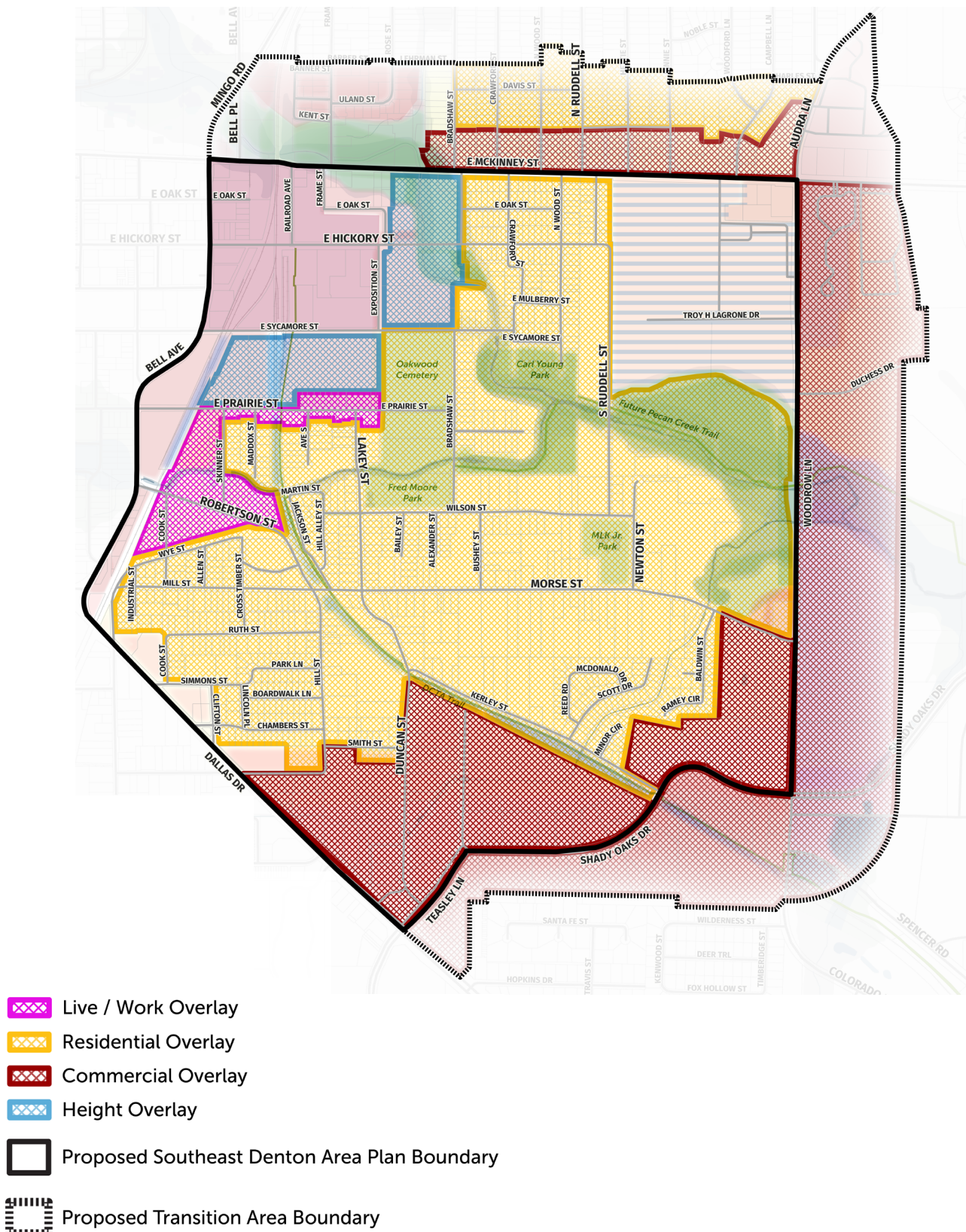
Overlay districts work in conjunction with the underlying zoning district to provide additional regulations in a designated area. These districts can limit height, allow additional uses, require a higher design standard, adjust parking regulations, or anything else normally regulated through zoning. Southeast Denton residents' welcome new development in the area if it respects the scale and feel of the existing neighborhood, such as moderately sized single-family homes, duplexes, triplexes, small apartment buildings, and pocket neighborhoods clustered around a central courtyard or green space. limit the scale, design, and urban pattern of developments/redevelopments in Southeast Denton.

- **Action 4.1.1:** Create a residential overlay district as shown in Figure 32 to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.
- **Action 4.1.2:** Create a commercial overlay district as shown in Figure 32 that focuses on walkable neighborhood design and uses, including, but not limited to, limiting building height, removing barriers to redevelop smaller infill lots, reducing parking and requiring it to be located behind buildings, requiring enhanced front elevations such as larger windows and pedestrian-scaled entrances, and ensuring larger tracts include a well-defined, walkable transportation network.
- **Action 4.1.3:** Create a live-work overlay district as shown in Figure 32 that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this live-work overlay also.



### FIGURE 32. PROPOSED OVERLAYS

Source: HDR





### FIGURE 33. EXAMPLES OF DESIRED SCALE AND CHARACTER

Sources: Adobe Stock and HDR







**MULTIFAMILY APARTMENTS**



**SINGLE FAMILY HOME AND BUSINESS**



**SMALL RETAIL SHOP**



**STRIP MALL**



**MULTI-STORY WALKABLE RETAIL**

Note: These images were scored as desirable by 70% or more respondents to the visual preference survey.



## STRATEGY 4.2: ADJUST THE PROPOSED FUTURE LAND USES IN THE DENTON 2040 COMPREHENSIVE PLAN FOR SOUTHEAST DENTON TO MATCH THE FUTURE LAND USES SHOWN IN FIGURE 33 AND IMPLEMENT THESE LAND USE RECOMMENDATIONS THROUGH REZONING.

The purpose of small-area plans is to further refine the future land uses recommended in the citywide Denton 2040 Comprehensive Plan to a specific area to align future development/redevelopment with each community's specific needs. The actions below will ensure that in addition to allowing all people that wish to live in Southeast Denton can afford to do so, future developments will be compatible with the existing areas that the community wishes to preserve.

- **Action 4.2.1:** Rezone the existing Light Industrial zoned areas in the south portion and the existing Suburban Corridor zoned area in the northeast portion of the study area (See Figure 15) to be compatible with the community mixed use description in the Denton 2040 Comprehensive Plan.
- **Action 4.2.2:** Coordinate with Denton County on facility planning efforts to ensure land uses and design of the County property is compatible with surrounding neighborhoods.
- **Action 4.2.3:** Rezone a portion of the existing Mixed Use Neighborhood zoning east of the railroad to Moderate Residential zoning to allow transition to low density residential areas, and add a height overlay to the Mixed Use Neighborhood zoning as shown in Figure 32 to allow compatible transition between the Downtown Core zoning height requirement and the new residential/commercial overlay district height limits.
- **Action 4.2.4:** Rezone the Light Industrial zoned area at the northwest corner of the Morse Street and Woodrow Lane to Neighborhood Mixed Use zoning.

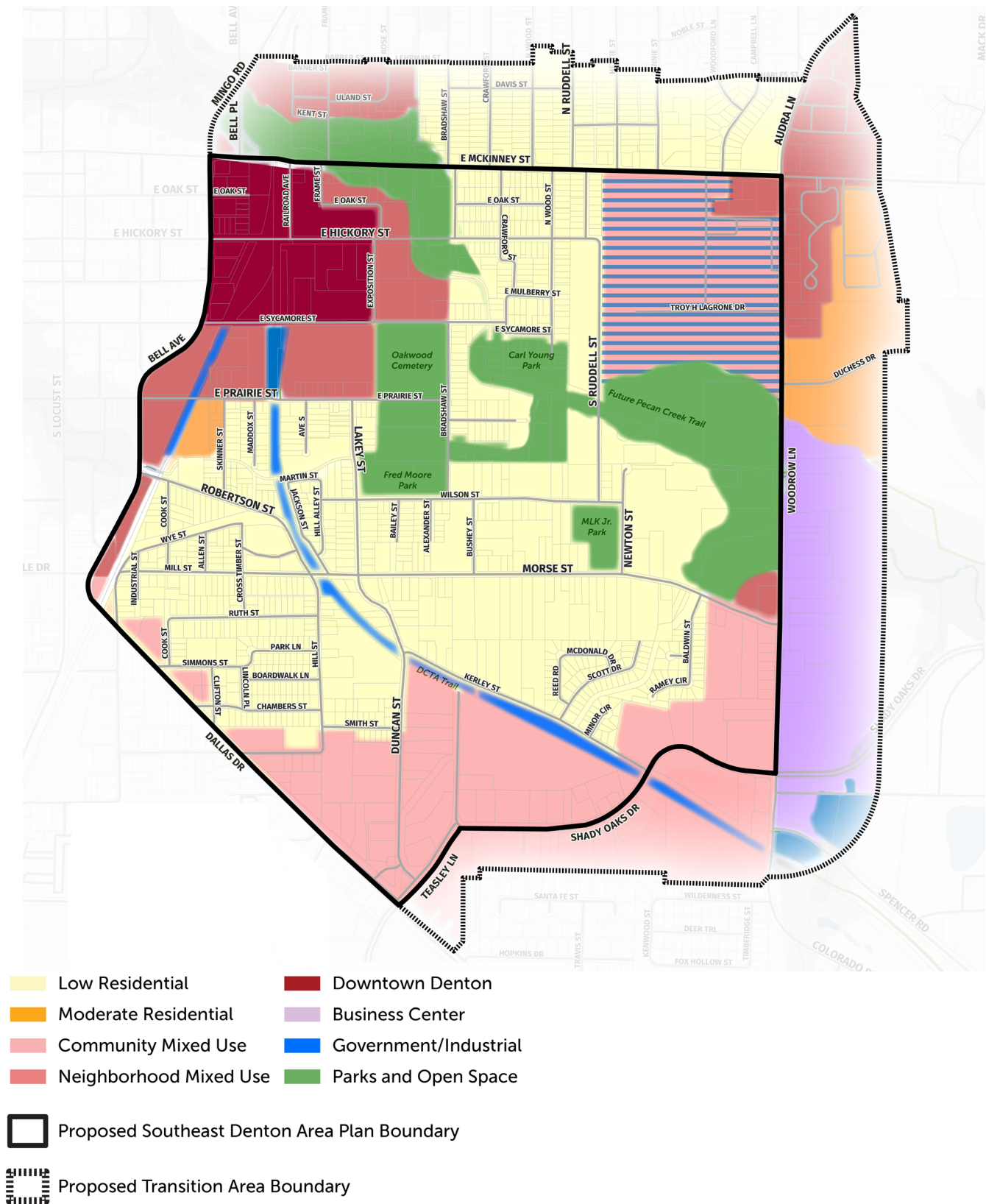




**FIGURE 34. PROPOSED FUTURE LAND USE PLAN**

Source: HDR

Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.





### **STRATEGY 4.3: ESTABLISH A NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA) IN SOUTHEAST DENTON STUDY AREA.**

NRSAs help ensure revitalization efforts (such as increased home ownership, home repair programs, economic development efforts, and additional investment in the NRSA) work together to benefit the existing low- and moderate-income residents of the NRSA. The key benefit of establishing a NSRA is that it offers significant additional flexibility in the federal Housing and Urban Development's (HUD's) otherwise stringent Community Development Block Grant (CDBG) regulations. They also allow cities to use CDBG grants to focus efforts in a geographically specific area. CDBG funds can be used for housing construction and rehabilitation, public facilities improvements, homeownership assistance, economic development assistance, and other similar uses.

- **Action 4.3.1:** Draft and submit an NRSA application to HUD and develop involvement from other organizations as part of the NRSA application leverage requirement.

### **STRATEGY 4.4: INCREASE ACCESS TO CAPITAL IN SOUTHEAST DENTON STUDY AREA BY CREATING A CONSORTIUM OF BANKS FOR MORTGAGE LENDING.**

This is a market-based approach to improving lives in Southeast Denton and requires very little City financial investment. This would be a proactive effort to prevent predatory lenders and encourage investment in Southeast Denton study area that historically has not had equitable access to banks and finance. This strategy would signal that Denton has a culture of encouraging banks to increase access to the capital needed for Southeast Denton and its residents to thrive.

- **Action 4.4.1:** Establish a community investment committee that is responsible for working with bankers and lenders to establish equitable lending practices for housing and small businesses.

### **STRATEGY 4.5: COORDINATE WITH DENTON INTERDEPENDENT SCHOOL DISTRICT (DISD) TO ENSURE THE SOUTHEAST DENTON STUDY AREA SCHOOLS SERVE AS NEIGHBORHOOD SCHOOLS.**

Neighborhood public schools have the potential to be the centers of their community, to be the driving force of a prosperous community, and serve as anchor institutions in their communities, by hosting various sporting events, theater performances, and community-directed events. The closer a student lives to their school, the more access the parents will have to the resources at that school. Families who currently don't have the time or resources to travel to their children's distant schools, will have the ability to participate in their education if they go to a school within the neighborhood. With increased access to the schools, parents will become more involved. Families will become interwoven through their strong neighborhood public schools. As the students begin to develop life-long relationships through their neighborhood schools, the parents will also develop strong relationships. The relationships developed in school will create stronger family ties within the neighborhood, ultimately leading to an environment of communal cohesion and trust.

- **Action 4.5.1:** Work with DISD to adjust the attendance zone boundary for Rivera Elementary School to include the entire Southeast Denton study area to ensure that Southeast Denton families have a neighborhood school allowing the residents to save time and strengthen community bonds.



## GOAL 5: ELEVATE THE QUALITY OF PUBLIC AMENITIES AND INFRASTRUCTURE.

Public amenities and infrastructure are a crucial factor in determining the quality of life for residents in a community. Neighborhood scale built environment can contribute to health, well-being, and happiness of the residents. Therefore, public amenities and infrastructure such as parks, open, natural, and green spaces, design of roadways and buildings that is based on improving participation and engagement, access, identity, safety, and inclusion enhances social interactions, leisure, health and safety in a neighborhood. This ultimately leads to subjective well-being and a higher quality of life for the entire community.

### STRATEGY 5.1: UPGRADE THE EXISTING PARKS IN SOUTHEAST DENTON TO HIGHER-QUALITY PARKS.

Incremental (short-, mid-, and long-term) improvements to existing parks and facilities can improve aesthetics of an area and create a welcoming environment. Together, these increase opportunities for the community to gather outside, recreate, and engage in fitness activities, and they signal that a place is well-loved and cared for. Southeast Denton has two parks, two recreation/ community centers, publicly owned open space, and creeks running through the neighborhood. The MLK, Jr. Center and the American Legion Hall Senior Center are well-used local hubs of programming and activity. These existing amenities offer opportunities for beautifying Southeast Denton and adding to the recreational green space. Improvements that: add accessibility, increase safety/comfort, provide a variety of activities and experiences that appeal to a variety of users, and use park design and programming reflecting the culture and interests of community members will lead to a higher-quality parks system in Southeast Denton.

- **Action 5.1.1:** Implement key recommendations and action items in the 2022 Parks, Recreation, and Trails System Master Plan, improve existing parks, senior center, and recreation center in Southeast Denton, and improve access to regional facilities to serve some of the program needs in Southeast Denton.

### STRATEGY 5.2: ENHANCE THE PHYSICAL QUALITY OF PUBLIC INFRASTRUCTURE THROUGH STORMWATER MANAGEMENT SYSTEMS IN THE SOUTHEAST DENTON STUDY AREA.

Southeast Denton's abundant green space, trees, and creeks provide an opportunity for the city to improve stormwater management and add to the City's park space at the same time. Developing stormwater management infrastructure in the area using design elements that serve as both utility and amenity such as rain gardens, bio swales, culvert removal, reintroduction of native vegetation and animals and nature reconnection and restoration will ensure that development reduces rather than exacerbating existing flooding and drainage issues in the area.

- **Action 5.2.1:** Create a stormwater management plan for the Southeast Denton area to address erosion, ponding, and stream bank issues by identifying streets, parks, and open spaces with severe erosion or ponding issues.
- **Action 5.2.2:** Update the relevant design manuals and ordinances to require projects to incorporate smaller-scale green stormwater and bio-infrastructure and identify techniques to restore the natural function of the Pecan Creek.
- **Action 5.2.3:** Purchase additional property near Pecan Creek to add to the City's inventory of park space and protect the trees to help mitigate the impacts of stormwater.
- **Action 5.2.4:** Facilitate environmental education programs to raise awareness about water quality by conducting an annual or biannual cleanup day for parks and creeks.



## STRATEGY 5.3: ENHANCE PROGRAMMING AND CITY-SPONSORED EVENTS IN EXISTING PARKS AND RECREATION CENTERS IN SOUTHEAST DENTON.

Park programming is a way to increase the functionality of a park by making the space more effective and increasing usage by providing memorable experiences for everyone. In addition to improvements like interactive playgrounds, inclusive play structures, splash pads, outdoor fitness, etc. community events bring a community together for holidays or celebrations and create an avenue for a collaborative and inclusive interaction among the diverse populations and cultures. In addition to providing access to interim entertainment for the residents, hosting events and festivals in Southeast Denton would lead to capture of labor spend, increase in temporary labor hours, and increase in sales tax receipts. All these benefits can also help repair the perceptions in and around the study area both within Southeast Denton and the region.

- **Action 5.3.1:** Enhance existing gazebo/amphitheater and/or install a stage at Fred Moore Park and/or the MLK Jr. Recreation Center to show films from the Denton Black Film Festival and collaborate with the Storytelling, Blues, and Arts & Jazz Festivals to be hosted in Southeast Denton Parks as neighborhood events.
- **Action 5.3.2:** Improve collaboration between the Juneteenth Festival organizers and the Southeast Denton community to add oral history and storytelling at the Juneteenth events to ensure that keepers of local history have an opportunity to share that history before it is lost.
- **Action 5.3.3:** Offer small community grants to community leaders and organizers to host block parties and markets within the Southeast Denton community. These events could be around a season (i.e. Spring Fest or Fall Carnival) or they can be held around specific holidays and celebrations (i.e. MLK Day Festival, Cinco de Mayo, Hispanic Heritage Month, Earth Day Festival, Black History Month Kick Off, etc.)

## GOAL 6: CREATE A SAFE AND CONNECTED, MULTI-MODAL TRAVEL SYSTEM

Transportation facilities provided within the street shape mobility and travel decisions, directly and indirectly impacting environmental quality, public health and safety, and quality of life. The type of travel system in an area can help create community wealth, foster inclusive growth, and maintain a character and culture, where people feel connected. The strategies for this goal focus on providing a more robust, connected roadway network in Southeast Denton that will differentiate between streets through adjacent land uses, and roads which are multimodal facilities that consider the context of the place and the function of the road, whether this be sidewalks, bicycle facilities, or transit integration.

## STRATEGY 6.1: IMPROVE STREET NETWORK TO PRIORITIZE CONNECTIVITY AND MULTI-MODAL CONNECTIONS.

An improved street network would allow residents to choose from various modes of transportation, make navigation across Southeast Denton safer for people, especially children and people with disabilities, reduce carbon emissions by encouraging active modes of transportation (walking, biking, public transit), beautify the community, and help to spark economic growth by giving context to commercial developments next to the roadways.

- **Action 6.1.1:** Evaluate changing the existing street cross sections for Hickory Street, Morse Street, Duncan Street, Lakey Street, and Roberston Street. Also evaluate improvements along Bell Avenue, Woodrow Lane, and Sycamore Street at least through Southeast Denton area to more pedestrian and bike friendly multimodal corridors (See sample cross-sections in Figure 35).
- **Action 6.1.2:** Conduct public outreach, education, and coordination with residents as part of any roadway design and improvement program to ensure final street sections meet the needs of those who are most impacted.
- **Action 6.1.3:** Undertake a pilot program on Morse Street, and/or Lakey Street, and/or areas of Duncan Street as an intermediate solution and to test appropriate safety interventions with tactical urbanism approaches that use low-cost materials to experiment and gather input on potential street design changes such as reduced travel lanes, larger sidewalks, trees, medians, and bike lanes as shown in the recommended cross sections in Figure 35.
- **Action 6.1.4:** Fill in the sidewalk gaps along Morse Street, Roberston Street, Prairie Street, Duncan Street, and Bell Avenue.
- **Action 6.1.5:** Require public streets that increase connectivity in the street network through Southeast Denton as a part of future development/redevelopment on 5 acres or more in size in the Southeast Denton study area.



## STRATEGY 6.2: ENHANCE PEDESTRIAN AND BICYCLE SAFETY AT INTERSECTIONS.

Currently, most of Southeast Denton's main roads have sufficient rights-of-way to re-purpose them in several different configurations to include on-street improvements such as traffic safety measures and pedestrian and bicycle facilities to enhance connectivity and safety on the roadways. This could include either on- or off-street separated bicycle paths, wider sidewalks, street plantings, upgrading existing street lighting, as well as adequate travel lanes.

Some ways of improving safety on roadways is to use traffic calming measures to reduce speeding that could include on-street parking lanes, vibrant crosswalks, speed tables at crossing points, vertical bollards between general purpose lane and on- street bike lane, planting street trees to create a visual perception of narrow streets, enforcing site triangles and so on.

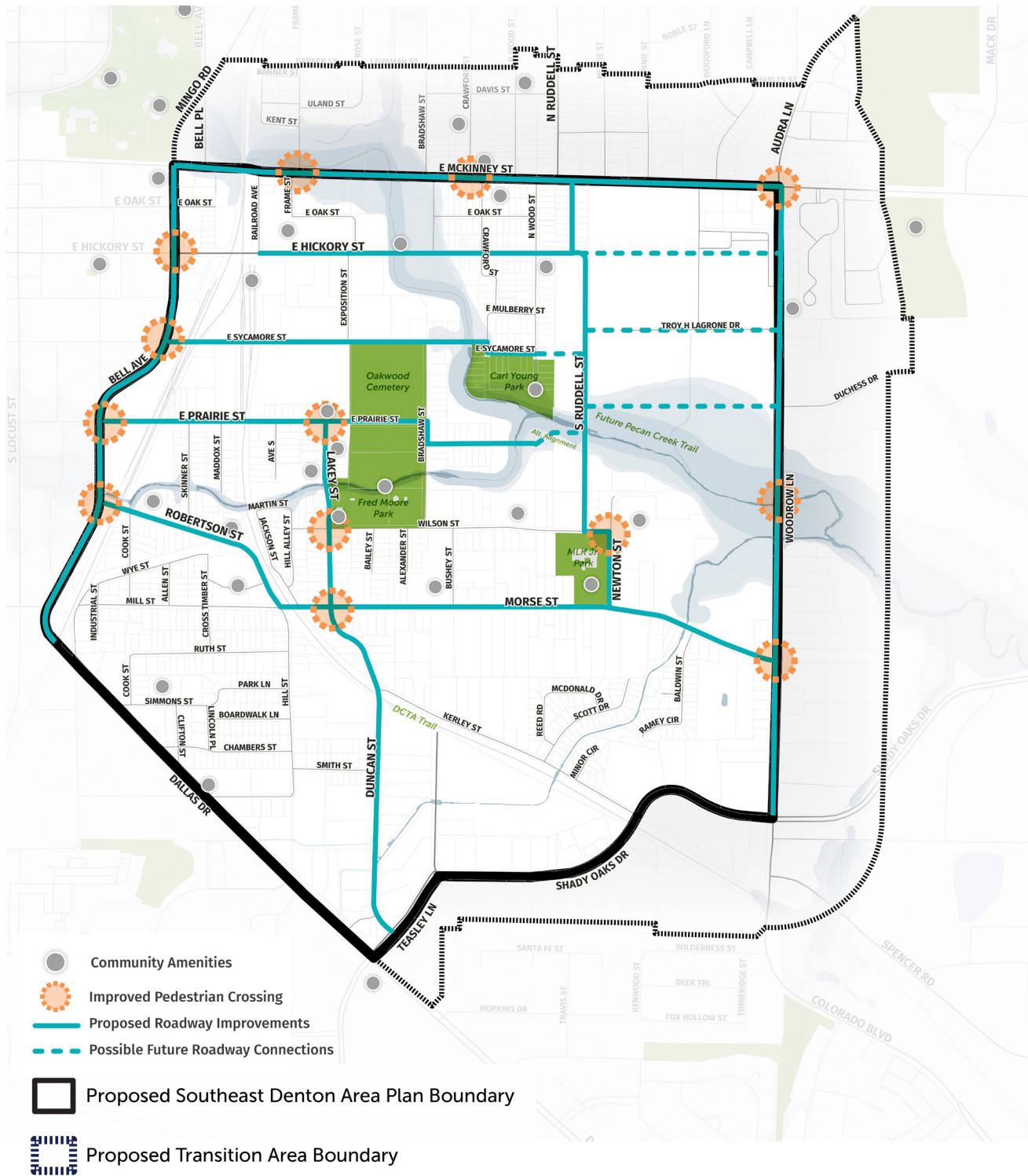
- **Action 6.2.1:** Improve safety by installing ADA compliant pedestrian crossing signals, stop signs, and colorful crosswalk designs at the following intersections - Bell Avenue at Robertson Street, Prairie Street, and Sycamore Street, McKinney Street at Frame Street, Crawford Street and Woodrow Lane, and add a traffic signal at Woodrow Lane and Morse Street based on the recently conducted warrant study.
- **Action 6.2.2:** Improve safety for all users at the intersection of Smith Street and Duncan Streets. An example would be to enforce the sight triangle which would ensure clear visibility for turning vehicles at this intersection.





**FIGURE 35. PROPOSED IMPROVEMENTS**

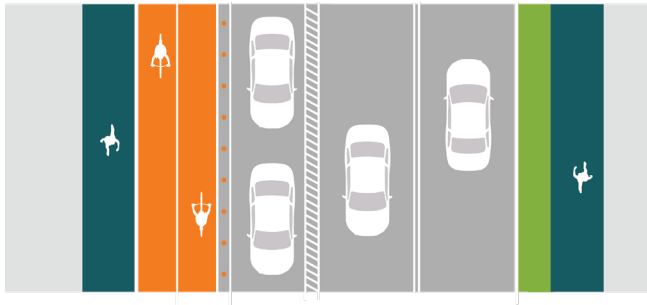
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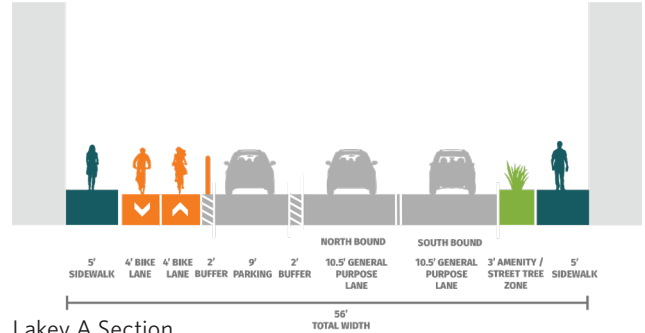


# FIGURE 36. PROPOSED CROSS SECTIONS

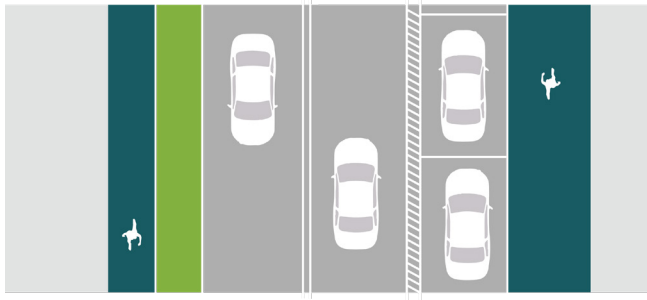
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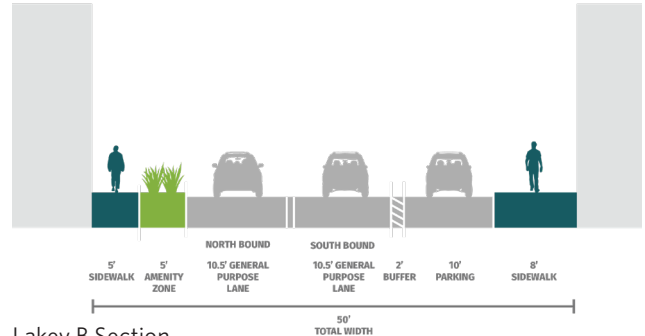
Lahey A Plan



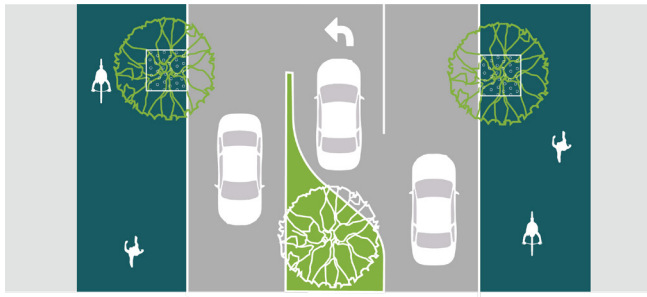
Lahey A Section



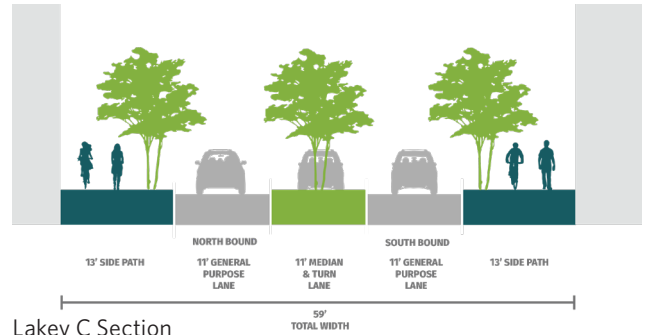
Lahey B Plan



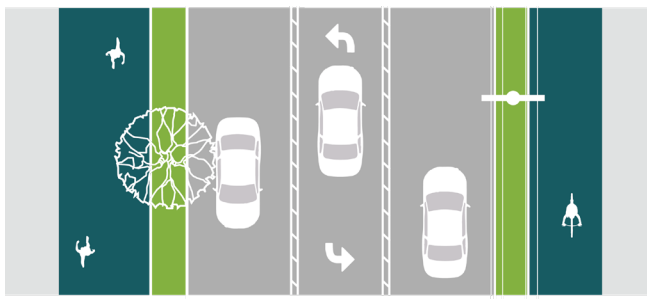
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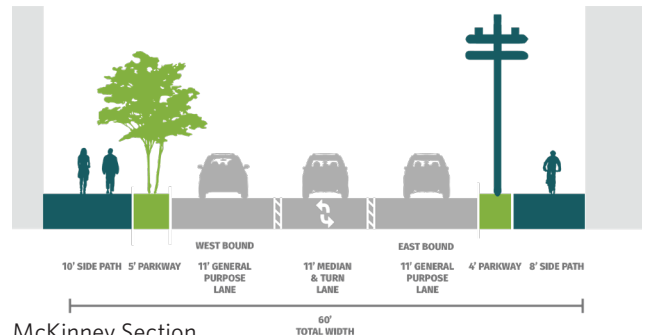
Lahey C Plan



Lahey C Section



McKinney Plan

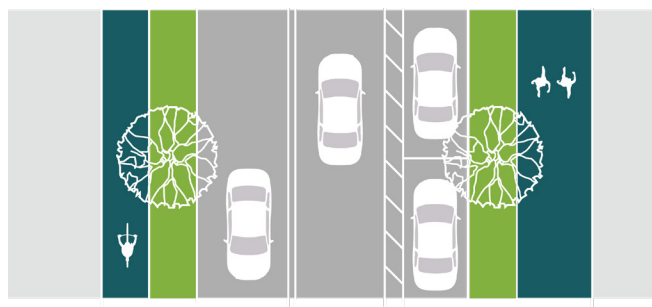


McKinney Section

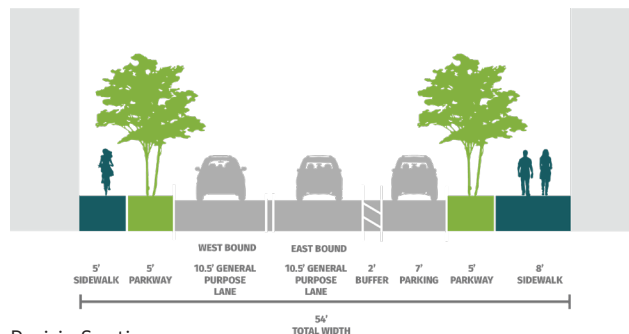


# FIGURE 37. PROPOSED CROSS SECTIONS

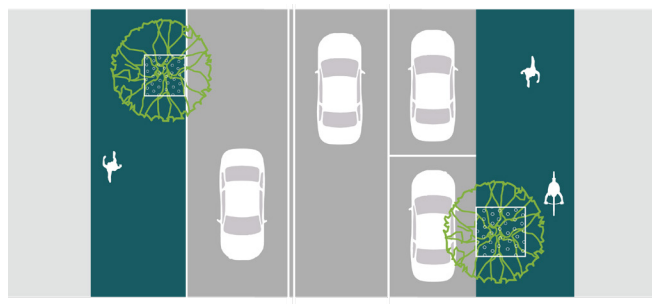
Source: HDR



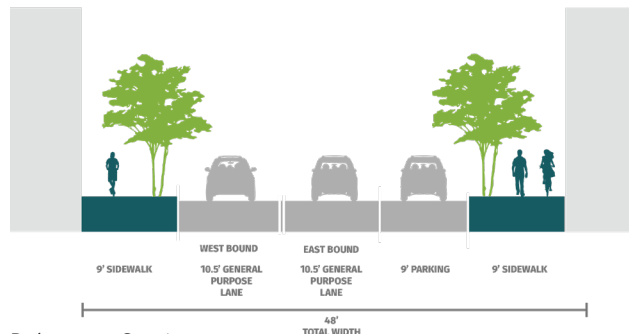
Prairie Plan



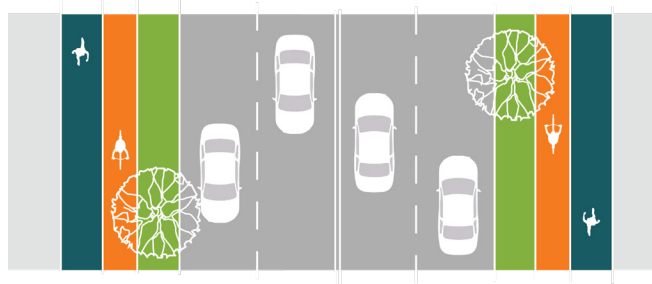
Prairie Section



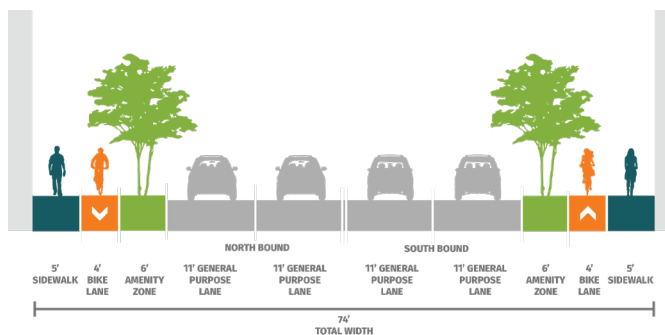
Robertson Plan



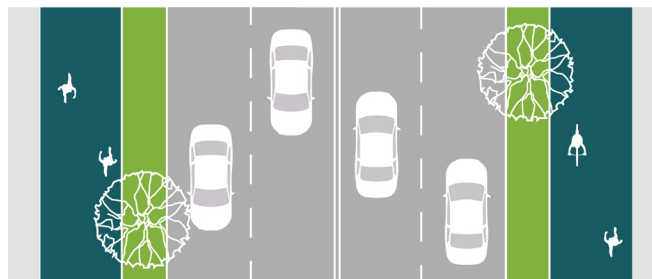
Robertson Section



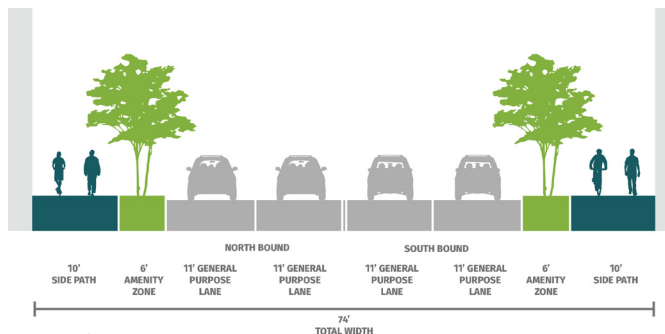
Woodrow A Plan



Woodrow A Section



Woodrow B Plan



Woodrow B Section



### **STRATEGY 6.3: DEVELOP A NETWORK OF TRAILS THROUGH THE EXISTING OPEN SPACES AND DRAINAGE EASEMENTS TO CONNECT RESIDENTIAL, COMMERCIAL, AND PUBLIC PLACES (PARKS, SCHOOLS, ETC.) TO FORM AN ACTIVE TRANSPORTATION NETWORK BOTH WITHIN AND OUTSIDE SOUTHEAST DENTON.**

Off-street trails are safe, convenient, enjoyable places where residents can walk, bike, and connect with neighbors. Off-street trails complement roadway infrastructure to offer a safe, well-connected system for pedestrians and bikes. The publicly owned lands around drainage areas and creeks, existing parks, and wide rights of way together provide an opportunity to develop off-street trails and linear parks and create a safer system for walking and biking in Southeast Denton.

These trails would connect people and places in the community, provide a social infrastructure to maintain the strong neighborhood bonds, encourage healthy lifestyle by providing residents with easy access to a linear park and walk/bike paths, protect the environment, increase the value of nearby properties, and increase social equity by providing an affordable mobility option.

- **Action 6.3.1:** Add a separate initiative in the future bond program to develop a well-connected system of off-street trails using existing easements, parks and open spaces, and land along creeks and natural drainage systems that provides regional trail system connectivity, prioritizes side path projects that connect to key destinations such as parks and schools, and enhances pedestrian connectivity within the Southeast Denton study area.
- **Action 6.3.2:** Add funding in the future bond program for construction of ADA compliant trail heads at key points along the trail network to provide parking, bike parking, drinking water fountains, etc.
- **Action 6.3.3:** Amend the Parks, Recreation, and Trails System Master Plan and the Pecan Creek Regional Trail Master Plan to extend the Future Pecan Creek Trail north past Carl Young Park to the south side of McKinney Street.

### **STRATEGY 6.4: STRENGTHEN THE CONNECTIONS TO DOWNTOWN AND SURROUNDING NEIGHBORHOODS FOR ALL MODES OF TRANSPORTATION.**

Downtown Denton draws citywide and regional crowds by offering a place for restaurants and entertainment, is located close to regional transportation through the rail system and is an economic hub for employers. Connecting the Southeast Denton to the downtown core would allow Southeast Denton residents easy access to the amenities and opportunities in Downtown Denton while bringing in the desired economic activity due to Southeast Denton study area's proximity to the downtown core.

- **Action 6.4.1:** Align intersections across Bell Avenue at Hickory Street, Sycamore Street, Prairie Street, and Robertson Street with the Downtown Area Plan cross section recommendations to ensure continuity and an easier pedestrian and bicycle connectivity for residents of Southeast Denton to downtown.
- **Action 6.4.2:** Work with the Denton County Transportation Agency to fill the gaps within the current bus system and recommend additional routes, especially connecting to and through Downtown Denton.
- **Action 6.4.3:** Create trail connections from downtown to the Pecan Creek Regional Trail & DCTA Katy Trail.



# IMPLEMENTATION STEPS

The best plans are of little value if they are not implemented. The implementation of Southeast Denton Area Plan requires proactive leadership and collaboration of public agencies at multiple jurisdictional levels from the City of Denton and Denton County to the Denton Independent School District (DISD), among other agencies. Plan implementation is also dependent on the full support and participation of landowners, residents, businesses and the development community.





## ACTION PLAN MATRIX

This chapter informs about the roles of various agencies responsible for adoption of regulations, administration of regulatory tools, community engagement, and financing policies that can guide and encourage private development alongside public investment. The following action matrix takes the strategies and actions established in the Recommendations chapter one step further by assigning time frames and responsible parties to each action. It will function as a tool to monitor progress of the recommended strategies.

### AGENCY ACRONYMS

INTERNAL CITY DEPARTMENTS	ACRONYM
City Attorney's Office	CAO
City Manager's Office	CMO
Facilities Management	FM
Finance	F
Media Contacts / Marketing & Communications	MCMC
Community Services	CS
Environmental Services	ENV. SER.
Keep Denton Beautiful	KDB
Health and Food Safety	HFS
Parks and Recreation	PR
Development Services	DS
Economic Development	ED
Engineering Services	ENGI. SER.
Streets	ST
Transportation Services	TS
Real Estate	RE

### AGENCY ACRONYMS

EXTERNAL PARTNERS	ACRONYM
Denton County Appraisal District	DCAD
Denton Independent School District	DISD
University of North Texas	UNT
Texas Women's University	TWU
North Central Texas College	NCTC
North Central Texas Council of Governments	NCTCOG
Trust for Public Land	TPL
Workforce Solutions of North Texas	WSNT
Denton County Historical Commission	DCHC
Texas Commission on the Arts	TCA

## TIME FRAMES

TERMS	DESCRIPTION
Short-Term	One to Two Years
Mid-Term	Three to Five Years
Long-Term	Six to Ten Years

## ACTION TYPE

TERMS	DESCRIPTION
Development Regulations	Zoning, codes, ordinance-related; site planning and development
Study / Plan	Studies, plans, evaluations, research into options, inventories, demonstration projects
Coordination / Outreach	Convening and coordinating; educating, promoting, marketing
Systems / Support	Adjustments to or expansion of current core systems; continuing support to systems currently in place; implementation of pre-existing plans/programs; improvements to infrastructure, community facilities
Program / Organization	Programmatic changes/additions; development of new tools, processes, and programs; creation of new institutions
Financial	Issues of funding and financing





ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
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## GOAL 1 - BUILD TRUST WITHIN THE COMMUNITY AND WITH THE CITY AS A WHOLE

### STRATEGY 1.1: DEVELOP AND IMPLEMENT AN ANTI-DISPLACEMENT ACTION PLAN SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA TO SUPPORT HOUSING STABILITY FOR BOTH RENTERS AND HOMEOWNERS.

Action 1.1.1	Budget funds to help support the tenant-based eviction prevention program with legal representation to forestall eviction.	CS, CAO, F External Partners - UWD, LANWT	Mid-Term	Financial	N
Action 1.1.2	Develop a series of pre- approved Accessory Dwelling Unit (ADU) designs for common lot sizes and existing ADU requirements to help homeowners speed development review and construction process.	DS	Short-Term	Study/ Plan	N
Action 1.1.3	Increase home repair and modification loans/grants to low-income homeowners in Southeast Denton to help homeowners address code violations, reduce energy costs, and create safe and age-friendly homes.	CS, MCMC	Short-Term	Coordination/ Outreach	N
Action 1.1.4	Amend the Denton Development Code to remove minimum parking requirements for Accessory Dwelling Units.	DS	Short-Term	Development Regulations	N
Action 1.1.5	Collaborate with the Denton Central Appraisal District (Denton CAD) to ensure equitable appraisal methodologies provide market value based on the age and condition of individual homes and by raising the homestead, disabled person, and over age 65 exemption rates to the state limit for municipalities.	DS, CMO, DCAD	Mid-Term	Financial	N

### STRATEGY 1.2: CREATE AND IMPLEMENT A CITY COMMUNICATION STRATEGY SPECIFIC TO SOUTHEAST DENTON STUDY AREA.

Action 1.2.1	Create a consistent city-wide communication strategy for all departments to follow that will be tailored for Southeast Denton.	MCMC, All Internal Agencies	Short-Term	Coordination/ Outreach	N
Action 1.2.2	Develop communications materials that include visual descriptions in addition to concise writeups and is distributed through validators, ambassadors, and influencers that have the trust of the community.	MCMC, All Internal Agencies	Short-Term	Coordination/ Outreach	N

### STRATEGY 1.3: DEVELOP A PROGRAM TO RECRUIT MORE PARTICIPANTS FOR DENTON 360 PROGRAM FROM SOUTHEAST DENTON STUDY AREA.

Action 1.3.1	Identify barriers to Southeast Denton resident participation in Denton 360 and implement a redesigned program, specially targeted towards younger generations (Millennials and Gen Z).	CMO, All internal Departments	Short-Term	Program/ Organization	N
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ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
<b>GOAL 2 - HONOR THE CULTURE AND HERITAGE OF SOUTHEAST DENTON</b>					
<b>STRATEGY 2.1: USE HISTORIC PRESERVATION TOOLS AND PROGRAMS, ESPECIALLY CONSERVATION DISTRICTS TO RECOGNIZE THE BUILT ENVIRONMENT AND THE FAMILIES WHO CREATED IT.</b>					
Action 2.1.1	Conduct a historic resource survey of historic assets that are not yet locally designated, particularly the long-standing churches and original homes.	DS	Short-Term	Study/ Plan	N
Action 2.1.2	Hold workshops to educate residents on the benefits of historic landmark designation and conservation district designations as well as help property owners pursue historic landmark status on their property.	DS, MCMC	Short-Term	Coordination/ Outreach	N
Action 2.1.3	Apply for state and federal funding opportunities for churches, homes, and commercial properties, including Certified Local Government grants and African American Cultural Heritage Action Fund provided through the National Trust for Historic Preservation.	DS	Ongoing	Coordination/ Outreach	N
<b>STRATEGY 2.2: DEVELOP AND IMPLEMENT A SOUTHEAST DENTON HISTORY AND CULTURAL ROOTS PRESERVATION PROGRAM TO RECOGNIZE THE CULTURE AND THE FAMILIES WHO CREATED IT.</b>					
Action 2.2.1	Review, amend, and implement the Original Denton Cultural District boundaries to reflect the Southeast Denton Study Area and the Downtown Area separately.	PR, ED External Partner - TCA	Mid-Term	Program/ Organization	N
Action 2.2.2	Create Southeast Denton Cultural District that acknowledges the community's cultural roots by preserving, restoring, and developing physical and culturally significant elements of the area.	PR, ED External Partner - DCHC	Short-Term	Program/ Organization	N
Action 2.2.3	Activate the new Southeast Denton Cultural District through various activities such as a Heritage Walk, a cultural map, special signage, crosswalks with mural designs at intersections in the District, an archival event with the community to gather and document oral histories and displaying these at the American Legion Hall and/or MLK Jr. Recreation Center.	PR, ED	Short-Term	Program/ Organization	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
<b>GOAL 3 - INVEST IN ECONOMIC PROSPERITY</b>					
<b>STRATEGY 3.1: DEVELOP AND IMPLEMENT PEOPLE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.</b>					
Action 3.1.1	Amend regulatory barriers for home-based businesses, for example, by removing the Specific Use Permit (SUP) requirement for small Family Home Day Cares in residential districts.	DS	Short-Term	Development Regulations	N
Action 3.1.2	Provide financial assistance to reduce membership costs for Stoke or similar coworking space that provides amenities and a supportive, resourceful community for startups, entrepreneurs, remote workers, freelancers, small businesses, and tech-enabled companies and provides programming and events to foster growth and collaboration and market this and other opportunities such as maker spaces, pop-up markets, and events available to entrepreneurs and small businesses to Southeast Denton residents.	ED, MCMC	Short-Term	Financial	N
<b>STRATEGY 3.2: DEVELOP AND IMPLEMENT PLACE-BASED ECONOMIC DEVELOPMENT SPECIFIC TO THE SOUTHEAST DENTON STUDY AREA.</b>					
Action 3.2.1	Create economic development incentive packages, including Tax Increment Financing(TIF), Chapter 380 grants, and property tax abatement, to support these activities and to draw small, fresh-food stores or full-service grocery store chains to Southeast Denton.	ED	Mid-Term	Program/ Organization	Y
Action 3.2.2	Re-imagine underutilized light industrial space in Southeast Denton, especially along the southern border of the study area by amending the future land use plan to expand the Community Mixed Use land use and adding a commercial zoning overlay.	DS	Short-Term	Development Regulations	N
Action 3.2.3	Identify vacant commercial buildings or sites in Southeast Denton to repurpose the space to: establish a market using parking lots or park property to allow food trucks, craft vendors, small businesses, and kiosks to allow start-up businesses to foster a loyal client base before making larger investments; and/ or create off-site commercial kitchens in a re-imagined business incubator space to establish new restaurants, bakeries, or packaged food creators; and/or initiate a grocery co-op, community gardens, community kitchens, and/ or fresh food pantries by working with non-profits in the area.	ED, DS, MCMC External Partners - UNT, TWU, DISD	Short – Term to Mid-Term	Program/ Organization	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 3.2.4	Amend the Downtown Tax Increment Finance (TIF) District (TIRZ #1) Financing Plan to include TIF funding for portions of Southeast Denton because the stability of Southeast Denton is vital to the success of the eastern portion of the Downtown TIF district. Such funding should include home repair and homebuyer assistance and additional pedestrian facilities to connect Southeast Denton to downtown, street trees, etc. (TIF funding may be used outside the TIF district for affordable housing and pedestrian linkages into the district).	ED	Short-Term	Program/ Organization	N

**STRATEGY 3.3: ESTABLISH A NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) TO SPUR COMMUNITY INVESTMENT, REDUCE TAXES, AND INCREASE AFFORDABLE HOUSING AND ECONOMIC OPPORTUNITIES IN SOUTHEAST DENTON.**

Action 3.3.1	Create a NEZ program statement, including the purpose of the program, the benefits of the zone, participation requirements, and compliance criteria.	CS, CAO, ED, DS	Short-Term	Program/ Organization	N
Action 3.3.2	Designate a NEZ boundary and follow steps in Sec. 380.003 in Chapter 378 of the Texas Local Government code to establish a NEZ in Southeast Denton, including required public notice and hearings. Implement and market the NEZ by creating application materials, a procedure manual, and a guidebook for applicants and create outreach material to encourage participation in the program.	CS, CAO, ED, DS, MCMC	Mid-Term	Program/ Organization	N

**GOAL 4 - STRENGTHEN NEIGHBORHOODS AND HOUSING AFFORDABILITY**

**STRATEGY 4.1: ESTABLISH OVERLAY DISTRICTS TO PROTECT EXISTING NEIGHBORHOOD SCALE AND CHARACTER**

Action 4.1.1	Create a residential overlay district as shown in Figure 32 to maintain the scale and character of the neighborhoods while fostering community investment to create livable and inclusive neighborhoods for all who want to call Southeast Denton home. Overlay standards may include, but are not limited to, limiting height to two stories, allowing infill on small lots, requiring enhanced front elevations such as larger windows and covered porches.	DS	Short-Term	Development Regulations	N
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ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 4.1.2	Create a commercial overlay district as shown in Figure 32 that focuses on walkable neighborhood design and uses, including, but not limited to, limiting building height, removing barriers to redevelop smaller infill lots, reducing parking and requiring it to be located behind buildings, requiring enhanced front elevations such as larger windows and pedestrian-scaled entrances, and ensuring larger tracts include a well-defined, walkable transportation network.	DS	Short-Term	Development Regulations	N
Action 4.1.3	Create a live-work overlay district as shown in Figure 32 that focuses on allowing small mom and pop retail such as bookstore, toy shop, coffee shop, music store, barber shop, hair salon/spa, small incubator space, resale clothing etc. in a portion of a single family home with a portion being used as a residence simultaneously. Require design standards from the residential overlay in Action 4.1.1 to be applied in this live-work overlay also.	DS	Short-Term	Development Regulations	N
<b>STRATEGY 4.2: ADJUST THE PROPOSED FUTURE LAND USES IN THE DENTON 2040 COMPREHENSIVE PLAN FOR SOUTHEAST DENTON TO MATCH THE FUTURE LAND USES SHOWN IN FIGURE 33 AND IMPLEMENT THESE LAND USE RECOMMENDATIONS THROUGH REZONING.</b>					
Action 4.2.1	Rezone the existing Light Industrial zoned areas in the south portion and maintain the existing Suburban Corridor zoned area in the northeast portion of the study area (See Figure 15) to be compatible with the community mixed use description in the Denton 2040 Comprehensive Plan.	DS	Long -Term	Development Regulations	N
Action 4.2.2	Coordinate with Denton County on facility planning efforts to ensure land uses and design of the County property is compatible with surrounding neighborhoods.	DS	Ongoing	Development Regulations	N
Action 4.2.3	Rezone a portion of the existing Mixed Use Neighborhood zoning east of the railroad to Moderate Residential zoning to allow transition to low density residential areas, and add a height overlay to the Mixed Use Neighborhood zoning as shown in Figure 32 to allow compatible transition between the Downtown Core zoning height requirement and the new residential/commercial overlay district height limits.	DS	Short-Term	Development Regulations	N
Action 4.2.4	Rezone the Light Industrial zoned area at the northwest corner of the Morse Street and Woodrow Lane to Neighborhood Mixed Use zoning.	DS	Long-Term	Development Regulations	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
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**STRATEGY 4.3: ESTABLISH A NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA) IN SOUTHEAST DENTON STUDY AREA.**

Action 4.3.1	Draft and submit an NRSA application to HUD and develop involvement from other organizations as part of the NRSA application leverage requirement.	CS External Partners – Non-profit organizations	Long-Term	Program/ Organization	N
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**STRATEGY 4.4: INCREASE ACCESS TO CAPITAL IN SOUTHEAST DENTON STUDY AREA BY CREATING A CONSORTIUM OF BANKS FOR MORTGAGE LENDING.**

Action 4.4.1	Establish a community investment committee that is responsible for working with bankers and lenders to establish equitable lending practices for housing and small businesses.	CS, ED, DS, CMO	Mid-Term	Coordination/ Outreach	N
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**STRATEGY 4.5: COORDINATE WITH DENTON INTERDEPENDENT SCHOOL DISTRICT (DISD) TO ENSURE THE SOUTHEAST DENTON STUDY AREA SCHOOLS SERVE AS NEIGHBORHOOD SCHOOLS.**

Action 4.5.1	Work with DISD to adjust the attendance zone boundary for Rivera Elementary School to include the entire Southeast Denton study area to ensure that Southeast Denton families have a neighborhood school allowing the residents to save time and strengthen community bonds.	DS, CMO, CS External Partners - DISD	Mid-Term	Coordination/ Outreach	N
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**GOAL 5 - ELEVATE THE QUALITY OF PUBLIC AMENITIES AND INFRASTRUCTURE**
**STRATEGY 5.1: UPGRADE THE EXISTING PARKS IN SOUTHEAST DENTON TO HIGHER-QUALITY PARKS.**

Action 5.1.1	Implement key recommendations and action items in the 2022 Parks, Recreation, and Trails System Master Plan, improve existing parks, senior center, and recreation center in Southeast Denton, and improve access to regional facilities to serve some of the program needs in Southeast Denton.	PR	Mid-Term to Long-Term	Systems/ Support	Y
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**STRATEGY 5.2: ENHANCE THE PHYSICAL QUALITY OF PUBLIC INFRASTRUCTURE THROUGH STORMWATER MANAGEMENT SYSTEMS IN THE SOUTHEAST DENTON STUDY AREA.**

Action 5.2.1	Create a stormwater management plan for the Southeast Denton area to address erosion, ponding, and stream bank issues by identifying streets, parks, and open spaces with severe erosion or ponding issues,	ES, PR	Mid-Term	Study/ Plan	N
Action 5.2.2	Update the relevant design manuals and ordinances to require projects to incorporate smaller-scale green stormwater and bio-infrastructure and identify techniques to restore the natural function of the Pecan Creek.	ES, DS	Mid-term	Development Regulations	N
Action 5.2.3	Purchase additional property near Pecan Creek to add to the City's inventory of park space and protect the trees to help mitigate the impacts of stormwater.	PR, RE, ES	Mid-Term	Systems/ Support	Y



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 5.2.4	Facilitate environmental education programs to raise awareness about water quality by conducting an annual or biannual cleanup day for parks and creeks.	PR, ES, MCMC	Mid-Term	Program/ Organization	N

### STRATEGY 5.3: ENHANCE PROGRAMMING AND CITY-SPONSORED EVENTS IN EXISTING PARKS AND RECREATION CENTERS IN SOUTHEAST DENTON.

Action 5.3.1	Enhance existing gazebo/amphitheater and/or install a stage at Fred Moore Park and/or the MLK Jr. Recreation Center to show films from the Denton Black Film Festival and collaborate with the Storytelling, Blues, and Arts & Jazz Festivals to be hosted in Southeast Denton Parks as neighborhood events.	PR	Short-Term to Mid-Term	Program/ Organization	N
Action 5.3.2	Improve collaboration between the Juneteenth Festival organizers and the Southeast Denton community to add oral history and storytelling at the Juneteenth events to ensure that keepers of local history have an opportunity to share that history before it is lost.	PR, MCMC	Short-Term	Program/ Organization	N
Action 5.3.3	Offer small community grants to community leaders and organizers to host block parties and markets within the Southeast Denton community. These events could be around a season (i.e. Spring Fest or Fall Carnival) or they can be held around specific holidays and celebrations (i.e. MLK Day Festival, Cinco de Mayo, Hispanic Heritage Month, Earth Day Festival, Black History Month Kick Off, etc.)	PR, ED	Short-Term	Financial	N

## GOAL 6 - CREATE A SAFE AND CONNECTED, MULTI MODAL TRAVEL SYSTEM

### STRATEGY 6.1: IMPROVE STREET NETWORK TO PRIORITIZE CONNECTIVITY AND MULTI-MODAL CONNECTIONS.

Action 6.1.1	Evaluate changing the existing street cross sections for Hickory Street, Morse Street, Duncan Street, Lakey Street, and Roberston Street. Also evaluate improvements along Bell Avenue, Woodrow Lane, and Sycamore Street at least through Southeast Denton area to more pedestrian and bike friendly multimodal corridors (See sample cross-sections in Figure 35).	TS	Mid-Term	Study/ Plan	N
Action 6.1.2	Conduct public outreach, education, and coordination with residents as part of any roadway design and improvement program to ensure final street sections meet the needs of those who are most impacted	TS, ST, MCMC	Short-Term	Coordination/ Outreach	N



ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 6.1.3	Undertake a pilot program on Morse Street, and/or Lakey Street, and/or areas of Duncan Street as an intermediate solution and to test appropriate safety interventions with tactical urbanism approaches that use low-cost materials to experiment and gather input on potential street design changes such as reduced travel lanes, larger sidewalks, trees, medians, and bike lanes as shown in the recommended cross sections in Figure 35.	TS, ST, DS, PR	Short-Term	Systems/Support	N
Action 6.1.4	Fill in the sidewalk gaps along Morse Street, Roberston Street, Prairie Street, Duncan Street, and Bell Avenue.	ST, TS	Mid-Term	Systems/Support	Y
Action 6.1.5	Require public streets that increase connectivity in the street network through Southeast Denton as a part of future development/redevelopment on 5 acres or more in size in the Southeast Denton study area.	DS, TS, ST	Mid-Term	Systems/Support	Y

**STRATEGY 6.2: ENHANCE PEDESTRIAN AND BICYCLE SAFETY AT INTERSECTIONS.**

Action 6.2.1	Improve safety by installing ADA compliant pedestrian crossing signals, stop signs, and colorful crosswalk designs at the following intersections - Bell Avenue at Robertson Street, Prairie Street, and Sycamore Street, McKinney Street at Frame Street, Crawford Street and Woodrow Lane, and add a traffic signal at Woodrow Lane and Morse Street based on the recently conducted warrant study.	TS	Mid-Term	Systems/Support	Y
Action 6.2.2	Improve safety for all users at the intersection of Smith Street and Duncan Streets. An example would be to enforce the sight triangle which would ensure clear visibility for turning vehicles at this intersection.	TS	Short-Term	Systems/Support	N

**STRATEGY 6.3: DEVELOP A NETWORK OF TRAILS THROUGH THE EXISTING OPEN SPACES AND DRAINAGE EASEMENTS TO CONNECT RESIDENTIAL, COMMERCIAL, AND PUBLIC PLACES (PARKS, SCHOOLS, ETC.) TO FORM AN ACTIVE TRANSPORTATION NETWORK BOTH WITHIN AND OUTSIDE SOUTHEAST DENTON.**

Action 6.3.1	Add a separate initiative in the future bond program to develop a well-connected system of off-street trails using existing easements, parks and open spaces, and land along creeks and natural drainage systems that provides regional trail system connectivity, prioritizes side path projects that connect to key destinations such as parks and schools, and enhances pedestrian connectivity within the Southeast Denton study area.	PR, TS	Mid-Term	Systems/Support	Y
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ACTION NUMBER	ACTION	RESPONSIBLE AGENCY	TIME FRAME	ACTION TYPE	CAPITAL FUNDS NEEDED (Y/N)
Action 6.3.2	Add funding in the future bond program for construction of ADA compliant trail heads at key points along the trail network to provide parking, bike parking, drinking water fountains, etc.	PR, TS	Mid-Term	Systems/ Support	Y
Action 6.3.3	Amend the Parks, Recreation, and Trails System Master Plan and the Pecan Creek Regional Trail Master Plan to extend the Future Pecan Creek Trail north past Carl Young Park to the south side of McKinney Street.	PR	Short-Term	Study/ Plan	N

**STRATEGY 6.4: STRENGTHEN THE CONNECTIONS TO DOWNTOWN AND SURROUNDING NEIGHBORHOODS FOR ALL MODES OF TRANSPORTATION.**

Action 6.4.1	Align intersections across Bell Avenue at Hickory Street, Sycamore Street, Prairie Street, and Robertson Street with the Downtown Area Plan cross section recommendations to ensure continuity and an easier pedestrian and bicycle connectivity for residents of Southeast Denton to downtown.	TS, DS	Mid-Term	Systems/ Support	Y
Action 6.4.2	Work with the Denton County Transportation Agency to fill the gaps within the current bus system and recommend additional routes, especially connecting to and through Downtown Denton.	DS, TS	Short-term	Coordination/ Outreach	N
Action 6.4.3	Create trail connections from downtown to the Pecan Creek Regional Trail & DCTA Katy Trail.	PR, TS	Mid-Term	Systems/ Support	Y









# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** S24-0002b, **Version:** 1

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### **AGENDA CAPTION**

Hold a public hearing and consider adopting an ordinance of the City of Denton, Texas, approving a Specific Use Permit (2003-325) Amendment to allow for site modifications on approximately 0.89 acres of land, generally located approximately one block south of Teasley Lane and to the west of FM 2181/Teasley Lane, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval. Motion for approval was made by Commissioner Pruett and second by Commissioner Thaggard. (S24-0002b, DATCU, Erin Stanley) THIS HEARING WAS OPENED AND POSTPONED AT THE JUNE 18, 2024 CITY COUNCIL MEETING.





# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
[www.cityofdenton.com](http://www.cityofdenton.com)

## AGENDA INFORMATION SHEET

**DEPARTMENT:** Department of Development Services

**ACM:** Cassey Ogden

**DATE:** July 23, 2024

### **SUBJECT**

Hold a public hearing and consider adopting an ordinance of the City of Denton, Texas, approving a Specific Use Permit (2003-325) Amendment to allow for site modifications on approximately 0.89 acres of land, generally located approximately one block south of Teasley Lane and to the west of FM 2181/Teasley Lane, in the City of Denton, Denton County, Texas; adopting an amendment to the City's Official Zoning Map; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing for severability and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval. Motion for approval was made by Commissioner Pruett and second by Commissioner Thaggard. (S24-0002b, DATCU, Erin Stanley) THIS HEARING WAS OPENED AND POSTPONED AT THE JUNE 18, 2024 CITY COUNCIL MEETING. <https://dentontx.new.swagit.com/videos/308201?ts=17499>

### **BACKGROUND**

The request is for an amendment to the site plan associated with Specific Use Permit (SUP) 2003-325 (Exhibit 6), which granted approval of a drive-through for a financial institution on a property zoned Neighborhood Residential Mixed Use (NRMU), a zoning district from the 2002 Denton Development Code (DDC). The requested amendment is to allow for a reduction in the existing number of drive-through banking lanes and replacement of the area with additional parking for the bank. Additionally, the proposal includes an 88 square foot vestibule to be added to the front of the building and function as the main building entry and extended pedestrian pathways on site to provide better connection around the building and to parking areas. The property is zoned Mixed Use Neighborhood (MN) under the current (2019) DDC, and bank/financial institutions with drive-through facilities are permitted under the current zoning with a SUP.

Since the initial SUP ordinance included a detailed site plan and did not include provisions for administrative approval of site plan changes, the Director determined that the requested site plan amendments require approval through the standard SUP process per Subsection 2.5.2 of the 2019 DDC. Below is a summary of the history of this project and how the proposed amendments to the SUP and existing conditions on site compare to the originally approved SUP site plan.

This item was postponed at the June 18, 2024 City Council meeting to a date certain of July 23, 2024.



## **PLANNING AND ZONING COMMISSION**

On May 29, 2024, the Planning and Zoning Commission held a public hearing and voted [5-0] to recommend approval of the zoning change. Motion for approval was made by Commissioner Pruett and second by Commissioner Thaggard. No questions were asked by the Commission. No members of the public spoke.

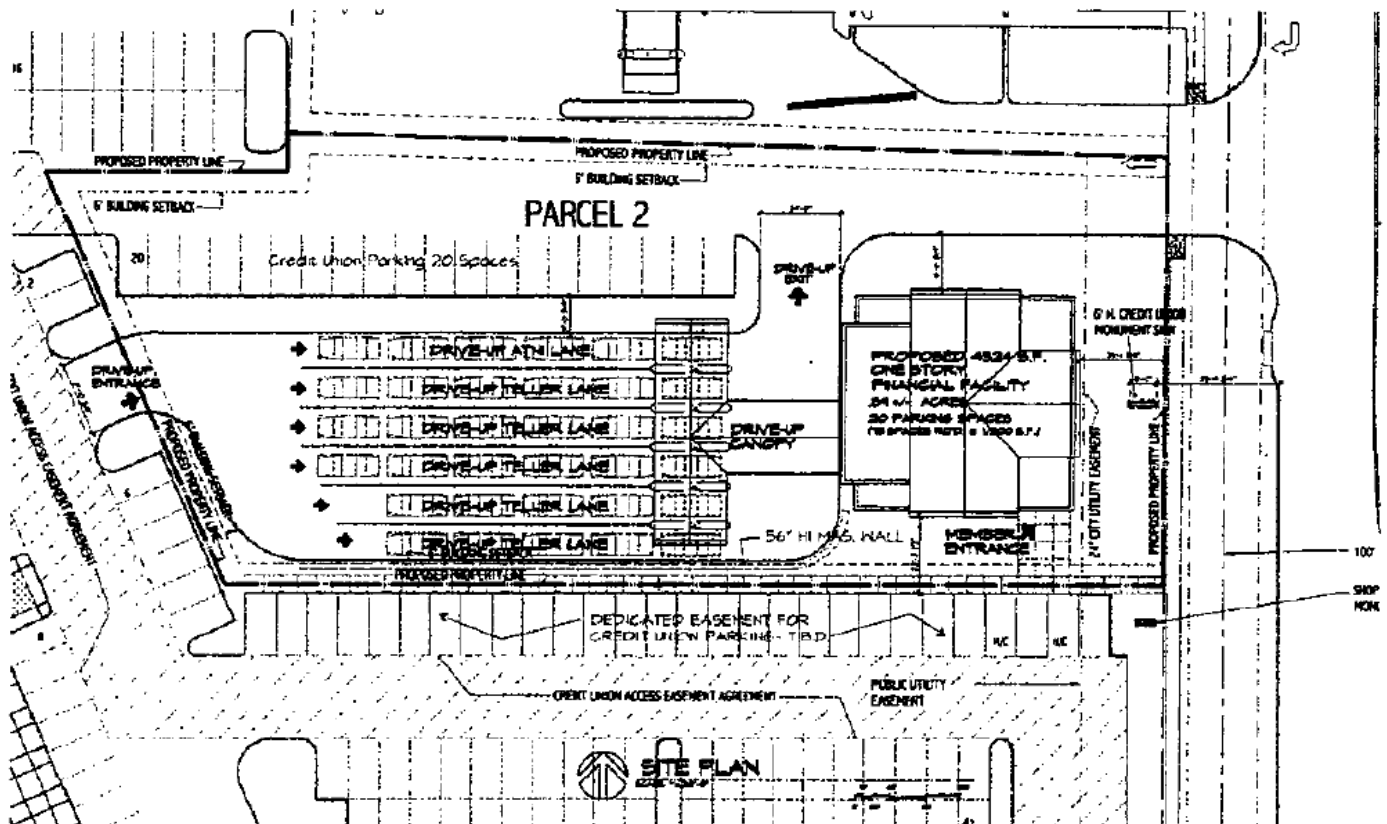
### **Existing Conditions, SUP/Site History, and Proposed Changes**

#### *Existing Conditions*

The current site development includes one operating financial institution building (constructed in 2004), five covered drive-through banking lanes, one bypass lane for drive-through banking, 14 parking spaces along the northern drive-aisle, four lot access points (one to Teasley Lane and three internal to the adjacent commercial development known as Teasley Commons), and 39% lot tree canopy coverage. Most of the existing site landscaping is concentrated between the front of the building and FM2181/Teasley Lane and in existing parking lot medians to the rear of the site.

#### *SUP/Site History*

The drive-through facility for Denton-Area Teachers Credit Union (DATCU) was approved by SUP ordinance 2003-325 (Exhibit 6), which provided for a drive-through facility for a financial institution on approximately 8.3 acres (the total area of Teasley Commons). A detailed site plan for "Parcel 2" (the 0.89-acre subject site) was also approved as part of the SUP ordinance. The plan designated 20 parking spaces for DATCU all along the northern drive-aisle, five drive-through teller lanes, and one drive-through ATM lane (original site plan shown below and provided in Exhibit 6).



There were no additional written conditions set forth in SUP ordinance 2003-325, which specified that development of the drive-through facility was to be "in accordance with the site plan attached."

Since the approval of the SUP and present day, there have been several changes made to the site that are not reflected in the approved site plan. A trash enclosure was added to the site, taking the place of five parking spaces in the parking row along the northern drive-aisle. One parking space was replaced by an



ADA loading area, leaving a total of 14 existing parking spaces on-site. Additionally, only five of the six proposed drive-through banking lanes were constructed, with the southernmost planned drive-through lane serving instead as a by-pass lane.

The existing SUP Ordinance 2003-325 (Exhibit 6) does not specify a process for amendments to the associated site plan.

#### *Proposed Changes*

According to the applicant's narrative (Exhibit 9), changes to the banking industry have required changes to support DATCU's current business model. The property owner has requested to remove two of the existing drive-through lanes, leaving three lanes (one ATM lane and two teller lanes). In the removed drive-through area, five parking spaces are proposed to be added, totaling 19 parking spaces for the entire site. The applicant is proposing a total of six bicycle spaces on-site to offset the difference in vehicular parking (two as the standard required for all sites, and four in substitution of one required vehicular parking space).

In addition to the drive-through lanes and parking changes, an 88 square foot vestibule is proposed to be added to the front of the building facing FM2181/Teasley Lane. This is to be the new primary building entrance and will match the existing façade and conform with current building standards. With the aforementioned site changes, greater pedestrian connectivity is proposed by extending the pedestrian walkway, which will connect the rear parking area to the front building entrance.

The existing site landscaping is mostly undisturbed by the proposed changes and will continue to comply with the site plan by which the development was originally approved and current DDC standards to the greatest extent possible. Within the Development Impact Area, the required 20% landscaping will be maintained (22% provided). The required overall 40% tree canopy is proposed to be enhanced from 39% to 42%.

The proposed site plan is shown below (proposed additions/modifications shaded in purple):

*(continued on next page)*







1. The attached Site Plan and Landscape Plan reflect an intent to comply with the originally approved site plan and the 2019 DDC to the greatest extent possible.
2. The attached Site Plan and Landscape Plan are incorporated as requirements of the SUP. Staff shall have the ability to approve a reduction in the building coverage and a decrease in the number of parking spaces specified in requirements “a” and “b” below, provided the reductions do not equate to a change of more than 5% of the building square footage or 1 parking space and all applicable requirements of the originally approved site plan and current DDC are met:
  - a. No more than one building with a total building footprint not to exceed 4,116 sq. ft or 10.65% of the lot area.
  - b. A total of nineteen (19) parking spaces and 6 bicycle parking spaces are proposed for the drive-through Financial Institution indicated on the Site Plan.
  - c. No more than 3 drive-through banking lanes with one by-pass lane to facilitate on-site circulation.
3. Minor alterations to the depicted locations of the building, pedestrian pathways, and parking may be approved by City Staff, provided that the final plan complies with the attached Site Plan in terms of access and internal pedestrian connectivity.
4. Minor alterations to the depicted locations of individual plantings may be approved by City staff, provided that the final landscaping, as planted, complies with the attached Landscape Plan in terms of required landscape elements and overall tree canopy, as well as all applicable requirements of the current DDC.
5. Notwithstanding the limited administrative approvals authorized in the above conditions, the City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached Site Plan, and the attached Landscape Plan.
6. The zoning map shall reflect the Specific Use Permit on the property consistent with the Post-Decision Action Steps for Specific Use Permits in the 2019 DDC.

**PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

Date	Council, Board, Commission	Request	Action
October 16, 1973	City Council	Annexation-SF-10 Zoning	Approved (Ordinance 73-27)
December 18, 1988	City Council	Rezone (Correction) (SF-10 to PD-16)	Approved (Ordinance 88-205)
January 22, 1991	City Council	PD-16 Site Plan	Approved (Ordinance 91-007)
November 10, 1999	City Council	PD-16 Site Plan	Denied
May 16, 2000	City Council	Rezone (PD-16 to Neighborhood Services (NS(c)))	Approved (2000-181)
February 20, 2002	City Council	City-Wide Rezoning (NS to NRMU)	Approved (2002-040)
October 7, 2003	City Council	Specific Use Permit for Drive-Through Facility	Approved (Ordinance 2003-325)



October 1, 2019	City Council	City Wide Rezoning (NMRU to MN)	Approved (DCA18-0009u)
May 29, 2024	Planning and Zoning Commission	SUP Amendment	Approved
June 18, 2024	City Council	SUP Amendment	Public Hearing Opened and Discussion Postponed to date certain of July 23, 2024

### **PUBLIC OUTREACH:**

Twelve notices were sent to property owners within 200 feet of the subject property. Twenty-six courtesy notices were sent to physical addresses within 500 feet of the subject property. As of the writing of this report, staff has received 4 responses in favor of the request. The notification map and responses are provided in Exhibit 12.

A notice was published in the Denton Record Chronicle on May 12, 2024 and again on June 1, 2024.

A notice was published on the City's website on May 9, 2024 and again on May 30, 2024.

One sign was posted on the property on May 14, 2024.

No neighborhood meetings were held by the applicant.

### **DEVELOPER ENGAGEMENT DISCLOSURES**

No developer contact disclosures have been provided to staff from members of this body as of the issuance of this report.

### **EXHIBITS**

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Staff Analysis

Exhibit 3 - Site Location Map

Exhibit 4 - Zoning Map

Exhibit 5 - Future Land Use Map

Exhibit 6 - Ordinance 2003-325

Exhibit 7 - Proposed Site Plan

Exhibit 8 - Proposed Landscape Plan

Exhibit 9 - Applicant Project Narrative

Exhibit 10 - Notification Map and Public Responses

Exhibit 11 - Draft Ordinance

Exhibit 12 - Presentation

Respectfully submitted:

Tina Firgens, AICP

Deputy Director of Development Services/  
Planning Director

Prepared by:

Erin Stanley

Assistant Planner



# Planning Staff Analysis

S24-0002a/DATCU Teasley

City Council District #4

## REQUEST:

Request for a Specific Use Permit (2003-325) Amendment, including, but not limited to, modification to the site plan to reduce drive-through banking lanes and replace with additional parking on a 0.89-acre site.

## OWNER:

Denton-Area Teachers Credit Union (DATCU)

## APPLICANT:

Steven Homeyer of Homeyer Engineering, Inc.

## STAFF RECOMMENDATION:

Staff recommends **approval** of the Specific Use Permit (SUP) Amendment request with the following conditions:

1. The attached Site Plan and Landscape Plan reflect an intent to comply with the originally approved site plan and the 2019 DDC to the greatest extent possible.
2. The attached Site Plan and Landscape Plan are incorporated as requirements of the SUP. Staff shall have the ability to approve a reduction in the building coverage and a decrease in the number of parking spaces specified in requirements “a” and “b” below, provided the reductions do not equate to a change of more than 5% of the building square footage or 1 parking space and all applicable requirements of the originally approved site plan and current DDC are met:
  - a. No more than one building with a total building footprint not to exceed 4,116 sq. ft or 10.65% of the lot area.
  - b. A total of nineteen (19) parking spaces and 6 bicycle parking spaces are proposed for the drive-through Financial Institution indicated on the Site Plan.
  - c. No more than 3 drive-through banking lanes with one by-pass lane to facilitate on-site circulation.
3. Minor alterations to the depicted locations of the building, pedestrian pathways, and parking may be approved by City Staff, provided that the final plan complies with the attached Site Plan in terms of access and internal pedestrian connectivity.
4. Minor alterations to the depicted locations of individual plantings may be approved by City staff, provided that the final landscaping, as planted, complies with the attached Landscape Plan in terms of required landscape elements and overall tree canopy, as well as all applicable requirements of the current DDC.
5. Notwithstanding the limited administrative approvals authorized in the above conditions, the City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached Site Plan, and the attached Landscape Plan.
6. The zoning map shall reflect the Specific Use Permit on the property consistent with the Post-Decision Action Steps for Specific Use Permits in the 2019 DDC.



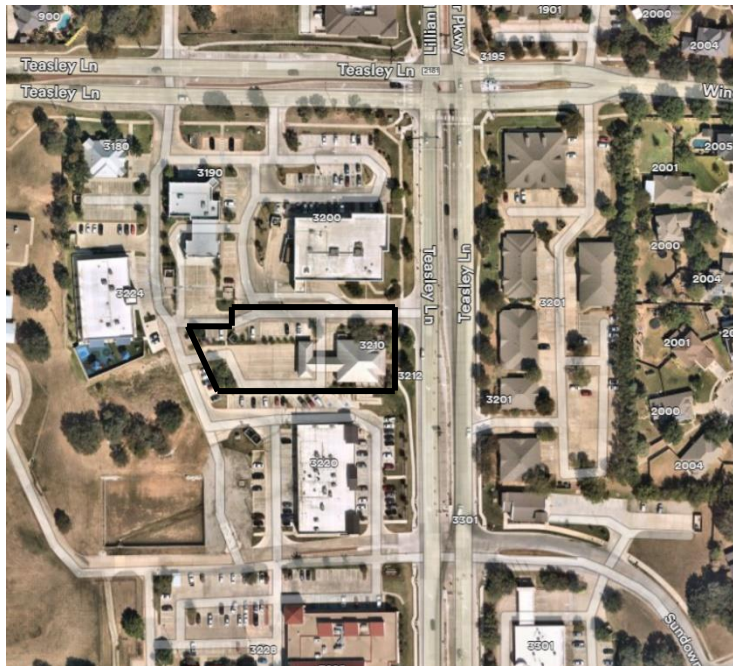
### SITE DATA:

The site is a 0.89-acre tract generally located approximately one block south of Teasley Lane and to the west of FM 2181/Teasley Lane, in the City of Denton, Denton County, Texas. Current development on the property includes one presently operating financial institution building (constructed in 2004), 5 covered drive-through banking lanes, one bypass lane for drive-through banking, and 14 parking spaces.

Adjacent development is commercial and institutional with commercial uses to the immediate north and south, an educational facility to the west, and commercial uses across Teasley Lane to the east. Surrounding these immediately adjacent uses is single-family residential.

Nearby Roadways include the following (refer to inset map below):

- **Teasley Lane** to the north is currently a four-lane divided roadway that runs east-west in this area and is primarily owned and maintained by the TXDOT. It is a Primary Arterial per the Mobility Plan with no plans for additional expansions at this time. It includes one dedicated north-bound left-turn lane where Teasley meets Lillian B Miller Pkwy and Wind River Ln to the northeast of the subject site. A driveway into the Teasley Commons shopping center off of Teasley Ln provides a northern access point to the subject site.
- **FM 2181/Teasley Lane** to the east is currently a six-lane divided roadway that runs north-south and is owned and maintained by TXDOT. It is a Primary Arterial per the Mobility Plan with no plans for additional expansion at this time. It includes one dedicated west-bound left-turn lane where Teasley meets Lillian B Miller Pkwy and Wind River Ln to the northeast of the subject site. A right-in-right-out drive is existing off of southbound Teasley Lane into the subject site. There is an existing five-foot wide sidewalk on the east side and a five-foot wide sidewalk on the west side of FM 2181 (adjacent to subject property).



### SURROUNDING ZONING AND USES:

Northwest: Zoning: MN Land Use: Commercial	North: Zoning: MN Land Use: Commercial	Northeast: Zoning: MN Land Use: Teasley Lane right-of-way and Commercial
West: Zoning: MN Land Use: Educational Facility	<b>SUBJECT PROPERTY</b>	East: Zoning: MN Land Use: Teasley Lane right-of-way and Commercial
Southwest: Zoning: MN	South: Zoning: MN	Southeast: Zoning: MN



Land Use: Undeveloped	Land Use: Commercial	Land Use: Teasley Lane right-of-way and Commercial
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## CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

a. *General Criteria*

a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*

The review criteria were applied as required.

b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*

Section 2.5.2 of the DDC applies to SUP Amendment requests. An analysis of this request per those criteria can be found below in Consideration B.

c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls.*

There are no conflicts between the general criteria and the criteria specific for Specific Use Permits, or in this case a Specific Use Permit Amendment.

b. *Prior Approvals*

The proposal is consistent with the permitted uses and development standards of the approved Specific Use Permit, Ordinance 2003-325, and the permitted uses within the current MN zoning. The proposal will not introduce any new uses or substantially increase the development scale of the approved drive-through financial institution use.

c. *Consistent with the Comprehensive Plan and Other Applicable Plans*

*The decision-making authority:*

a. *Shall weigh competing goals, policies, and strategies.*

There are no competing goals, policies, or strategies with this proposal.

b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

The Denton 2040 Comprehensive Plan Future Land Use designation for the subject property is Neighborhood Mixed Use. This designation applies to neighborhoods or districts where the predominant use is residential along with local-serving, non-residential retail and service uses. The proposal is consistent with the Future Land Use designation, as the existing Financial Institution is intended to continue to serve nearby neighborhoods and the general public.

### **Preferred Land Preservation Plan**

The Preferred Land Preservation Map does not identify any areas for preservation on the subject site.

### **Wildlife Corridors**

The City's Wildlife Corridor Map does not identify any areas for wildlife movement on or adjacent to the subject site.



d. *Compliance with this DDC*

- a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

Since the ordinance adopting the SUP and site plan did not establish allowable minor modifications to the Site Plan, the Director determined that any modification would require a new application. The SUP Amendment requires review and recommendation from the Planning and Zoning Commission and review and approval by the City Council pursuant to Subsection 2.5.2. Since the SUP was adopted prior to the current regulations, the Site Plan amendment was reviewed for compliance with the original Specific Use Permit Site Plan and the 2019 Denton Development Code standards.

- b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

The applicant has provided a detailed plan in conformance with the application submittal requirements. The plan has been reviewed for conformance with the original Specific Use Permit Site Plan and 2019 development standards.

- c. *Compliance with Other Applicable Regulations*

The proposal conforms to the SUP regulations for both use and development standards. If approved, the reconstructed drive-through cover, vestibule, and expanded on-site pedestrian pathway construction would be required to comply with current building code standards.

- d. *Consistent with Interlocal and Development Agreements*

There are no interlocal or development agreements for the subject site.

7. *Minimizes Adverse Environmental Impacts*

There are no Environmentally Sensitive Areas on the site.

8. *Minimizes Adverse Impacts on surrounding Property*

A trip generation was completed for the proposed decrease in drive-through lanes for the Financial Institution, and no substantial impacts to the surrounding property is expected. Additionally, the site is designed for queueing behind the building, so there is no concern of traffic stacking on the public right-of-way.

To offset the reduction in drive-through banking lanes provided and to address recent functional changes the bank has experienced, additional parking is being striped on existing pavement where two drive-through lanes are being removed.

9. *Minimizes Adverse Fiscal Impacts*

No Fiscal Impact Analysis was performed given that this is an existing facility and the limited nature of the changes proposed with this request. The proposed SUP Amendment is not anticipated to create substantial fiscal impacts.

10. *Compliance with Utility, Service, and Improvement Standards*

This proposed SUP Amendment will not negatively affect existing utilities, services, or improvements.

11. *Provides Adequate Road Systems*

No change to the building occupancy load or service load is expected with the proposed site changes. The site has, and will continue to have, multiple points of access between



one direct access point to FM 2181/Teasley Lane and several cross-access points within the Teasley Commons shopping center.

12. *Provides Adequate Public Services and Facilities*

This proposed SUP Amendment will not negatively affect public services and facilities. Public water, wastewater, and storm sewer facilities are available and already serve the site.

13. *Rational Phasing Plan*

There is no phasing plan associated with the proposed SUP Amendment.

- B. Section 2.5.2.C.6.c of the DDC states that an application for an expansion or enlargement of an SUP shall require a new application. Section 2.5.2D of the DDC states that in reviewing a proposed SUP, the Planning and Zoning Commission and City Council shall consider the general approval criteria in Subsection 2.4.5E and whether:

1. *The specific use proposed is compatible with the surrounding area;*

The proposed site changes are compatible with the surrounding area. The 88 square foot vestibule addition will increase the overall building height by 6 feet from 22 feet-8 inches to 28 feet-8 inches, which is still below the maximum allowable height of 65 feet, and consistent with adjacent commercial use heights.

2. *The specific use proposed has negative impacts on future development of the area; and*

No negative impacts are expected on future development of the surrounding area. Vehicle stacking is not expected to be a problem based on Engineering review of the Trip Generation Report and the fact that queuing for the drive through lanes occurs to the rear of the site, maximizing vehicular storage outside of the right-of-way.

3. *Any impacts associated with access, traffic, emergency services, utilities, parking, refuse areas, noise, glare, and odor have been adequately mitigated.*

To offset the proposed reduction of two existing drive-through banking lanes and address recent functional changes the bank has experienced, five additional parking spaces are proposed to be striped on existing pavement where two drive-through lanes are being removed. This is consistent with the 20 parking spaces allowed for in the originally approved SUP, less one space which has been accounted for in the provision of 4 bicycle spaces provided beyond the two required, as allowed for in both the 2002 and 2019 Denton Development Code.

No drive-through stacking or traffic issues are expected based on review of the provided Trip Generation Report.

No change is proposed to the existing fire lanes or adjacent streets. Therefore, no impact on Emergency Services is expected.

Public Water and Sewer exist on site and serve the existing use. No change is proposed to Utilities.

No change is proposed to the existing solid waste container or trash enclosure.

No negative noise, glare, or odor is anticipated to be generated from the proposed site changes.



# S24-0002 Site Location



— Roads

Site Location

Parcels

COD

ETJ

ETJ 2

NAA 8/1/20

NAA 8/1/40

**Development Services • GIS**

Date: 1/31/2024

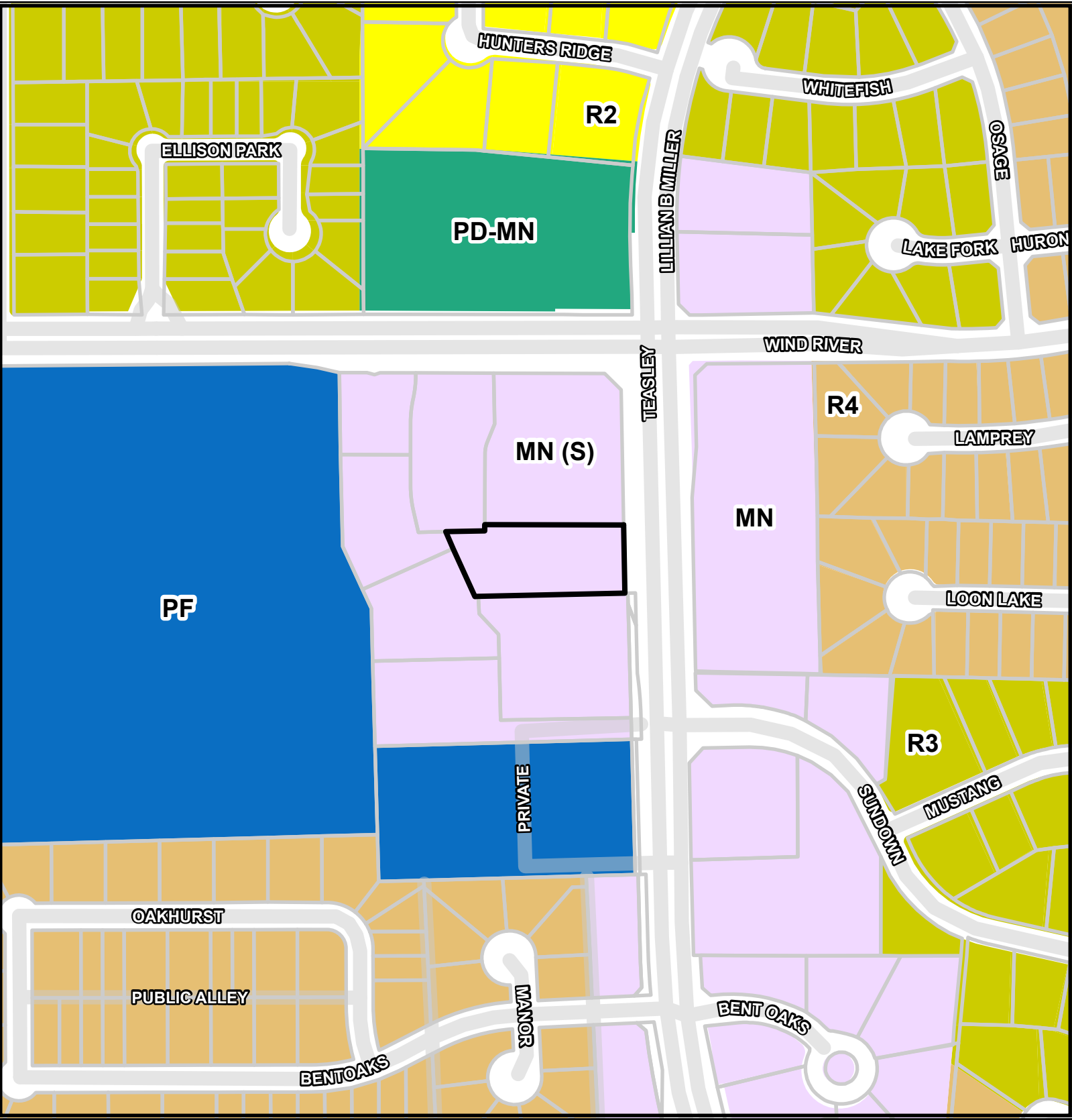
**774**

1 of 1

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."



# S24-0002 Current Zoning Map

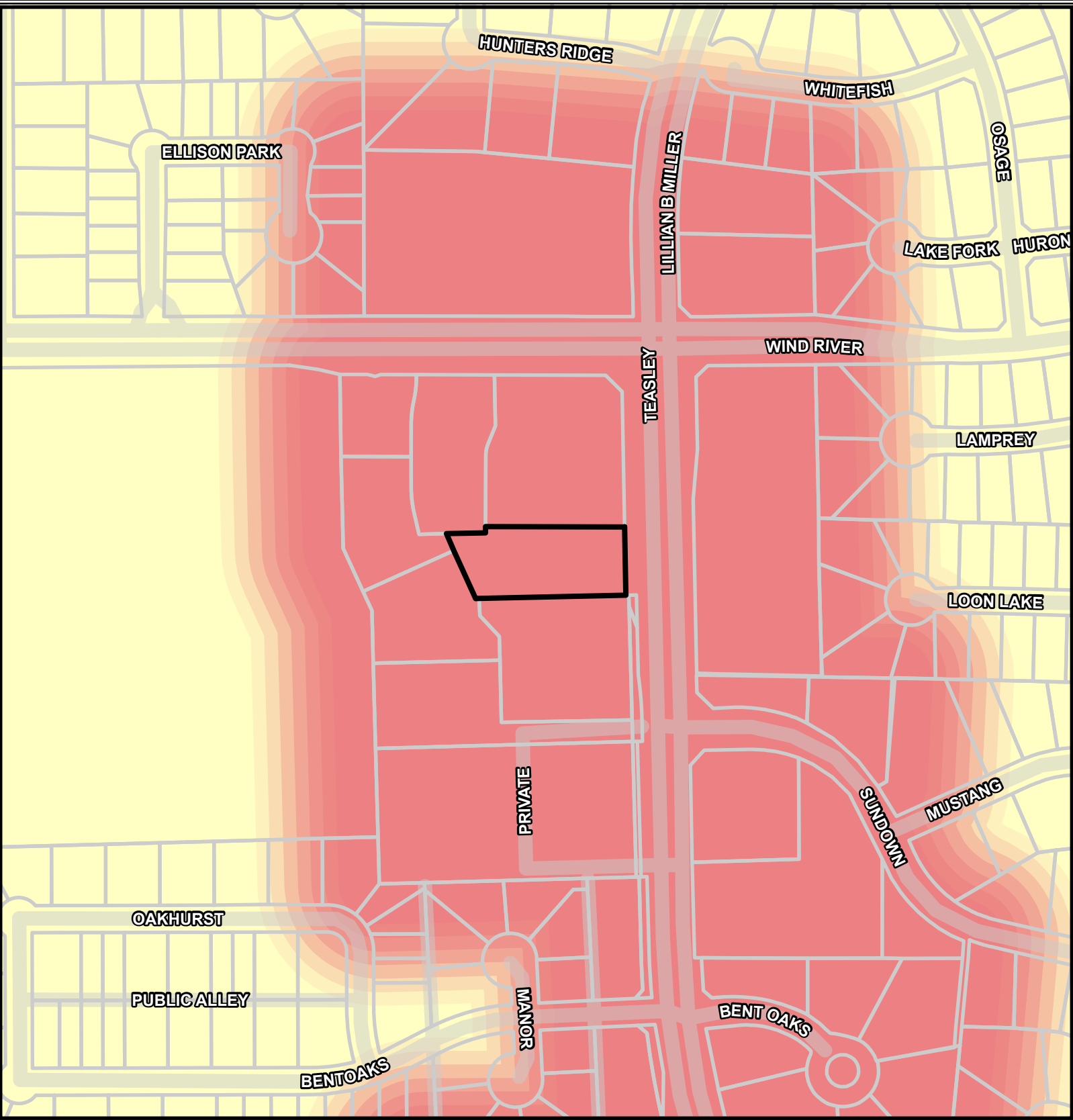


<ul style="list-style-type: none"> <li>Roads</li> <li>Site Location</li> <li>Parcels</li> <li><b>Current Zoning</b></li> <li>RR - Residential Rural</li> <li>R1 - Residential</li> <li>R2 - Residential</li> <li>R3 - Residential</li> </ul>	<ul style="list-style-type: none"> <li>R4 - Residential</li> <li>R6 - Residential</li> <li>R7 - Residential</li> <li>MN - Mixed-Use Neighborhood</li> <li>MD - Mixed-Use Downtown Core</li> <li>MR - Mixed-Use Regional</li> <li>HC - Highway Corridor</li> <li>SC - Suburban Corridor</li> </ul>	<ul style="list-style-type: none"> <li>GO - General Office</li> <li>LI - Light Industrial</li> <li>HI - Heavy Industrial</li> <li>PF - Public Facilities</li> <li>PD - Planned Development</li> <li>MPC</li> <li>OVERLAY</li> </ul>			
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# S24-0002

## 1-Future Land Use Map



Roads	Moderate Residential	Business Innovation
Site Location	Master Planned Community	Commercial
Parcels	Downtown Denton	Light Industrial
<b>Future Land Use Designation</b>	Downtown Compatibility Area	Industrial Commerce
Agriculture	Regional Mixed Use	Government / Institutional
Rural Areas	Community Mixed Use	Parks / Open Space
Low Residential	Neighborhood Mixed Use	Business Center
	Neighborhood / University Compatibility Area	

**776**

1 of 1

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ORDINANCE NO. 2003-325

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, APPROVING A SPECIFIC USE PERMIT FOR A DRIVE-THRU FACILITY ON APPROXIMATELY 8.3 ACRES OF LAND GENERALLY LOCATED APPROXIMATELY ONE BLOCK SOUTH OF TEASLEY LANE AND TO THE WEST OF FM 2181, WITHIN A NEIGHBORHOOD RESIDENTIAL MIXED USE ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF \$2,000.00 FOR VIOLATIONS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE. (Z03-0013)

WHEREAS, Denton Area Teachers Credit Union has applied for a specific use permit for a drive-thru facility within a Neighborhood Residential Mixed Use zoning district classification and use designation on approximately 8.3 acres of land generally located approximately one block south of Teasley Lane and to the west of FM 2181, as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"); and

WHEREAS, on August 27, 2003, the Planning and Zoning Commission recommended approval of a Specific Use Permit for a drive-thru facility; and

WHEREAS, the City Council finds that the Specific Use Permit is consistent with The Denton Plan; and

WHEREAS, in accordance with Subchapter 6 of the Development Code of the City of Denton, Texas, the City Council finds that all of the following conditions exist:

The specific use will be compatible with and not injurious to the use and enjoyment of other property nor significantly diminish or impair property values within the immediate vicinity; and

The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding property; and

Adequate utilities, access roads, drainage, and other necessary supporting facilities have been or will be provided; and

The design, location, and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments; and

Adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration; and

Directional lighting will be provided so as not to disturb or adversely affect neighboring properties; and

There is sufficient landscaping and screening to ensure harmony and compatibility



with adjacent property;

Adequate capacity of infrastructure can and will be provided to and through the subject property; and

The specific use is compatible with and will not have an adverse impact on the surrounding area; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. A specific use permit is hereby approved within a Neighborhood Residential Mixed Use zoning district classification and use designation on the Property to allow a drive-thru facility for a lending institution in accordance with the site plan attached hereto and made a part hereof by reference as Exhibit "B".

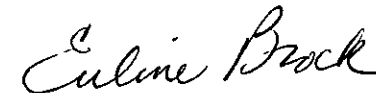
SECTION 3. Notwithstanding the description of the Property, the property being rezoned includes all property to the centerline of all adjacent street rights-of-way.

SECTION 4. The City's official zoning map is amended to show the change in zoning district classification.

SECTION 5. Any person violating any provision of this ordinance shall, upon conviction, be fined a sum not exceeding \$2,000.00. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

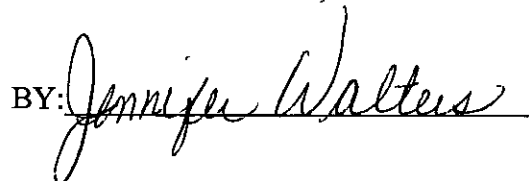
SECTION 5. This ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

PASSED AND APPROVED this the 7th day of October, 2003.



EULINE BROCK, MAYOR

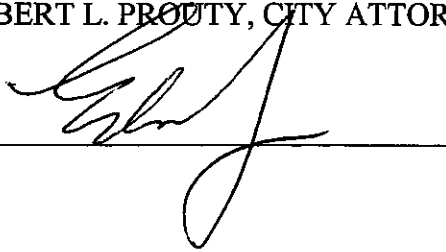
ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

BY: 



APPROVED AS TO LEGAL FORM:  
HERBERT L. PROUTY, CITY ATTORNEY

BY: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'H. Prouty', written over a horizontal line.



## Exhibit 'A'

BEING all that certain lot, tract or parcel of land situated in the C. POUILLALIER SURVEY, ABSTRACT NUMBER 1006 in the City of Denton, Denton County, Texas, being a part of that certain tract of land conveyed by deed from Alexander Management L. L. C. and E. B. Alexander Family Limited Partnership to Teasley Commons, Ltd., recorded in Volume 5320, Page 2275, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set for corner in the West line of Teasley Lane, a public roadway having a right-of-way of 100.0 feet, the Southeast corner of Lot 1, Block A of Teasley Commons, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 136, Plat Records, Denton County, Texas, bears North 89° 47' 28" West, 17.50 feet;

THENCE South 01° 02' 19" East, 125.28 feet with said West line of said Teasley Lane to an iron rod set for corner;

THENCE South 88° 44' 31" West, 294.64 feet to an iron rod set for corner;

THENCE North 24° 16' 21" West, 131.36 feet to an iron rod set for corner;

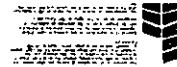
THENCE North 88° 45' 25" East, 72.22 feet to an iron rod set for corner;

THENCE North, 11.41 feet to an iron rod set for corner, said point being the Southwest corner of said Lot 1, Block A of said Teasley Commons;

THENCE South 89° 47' 28" East, 274.10 feet with the South line of said Lot 1, Block A of said Teasley Commons to the PLACE OF BEGINNING and containing 0.939 acre of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described on Schedule A hereof. Any statement in such legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.





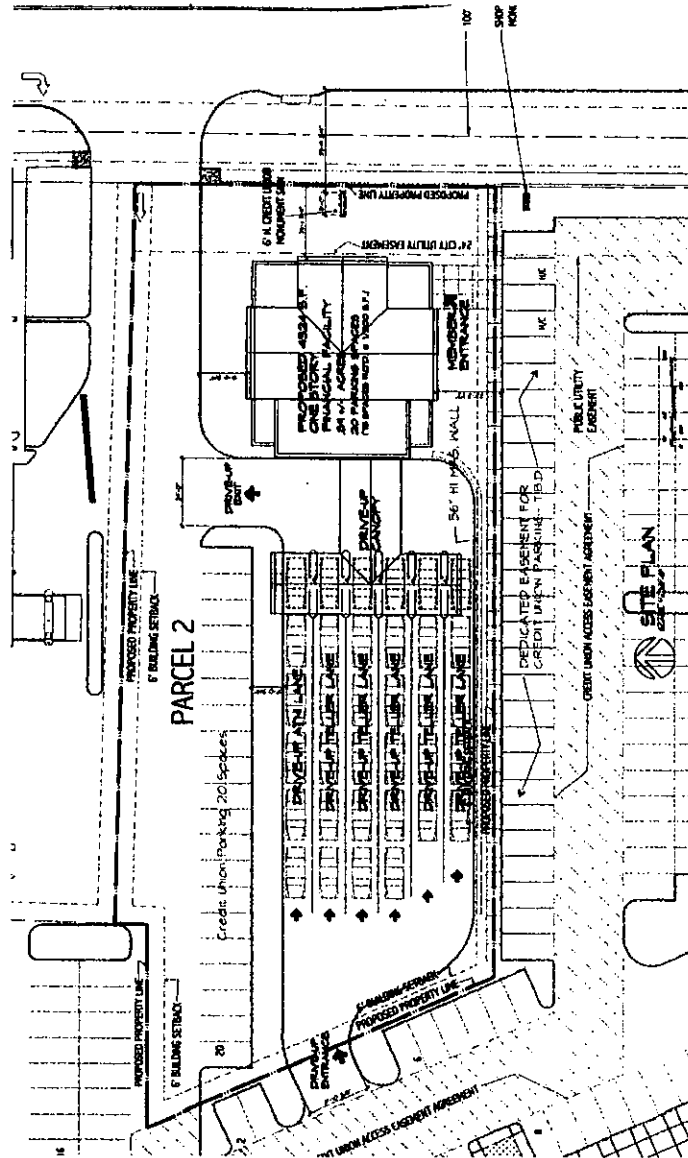
21. The Credit Union is a not-for-profit financial institution organized under the laws of the State of Illinois. It is a member of the National Credit Union Administration (NCUA) and is insured by the National Credit Union Share Insurance Fund (NCUSIF).

Construction By  
HBE Financial Facilities

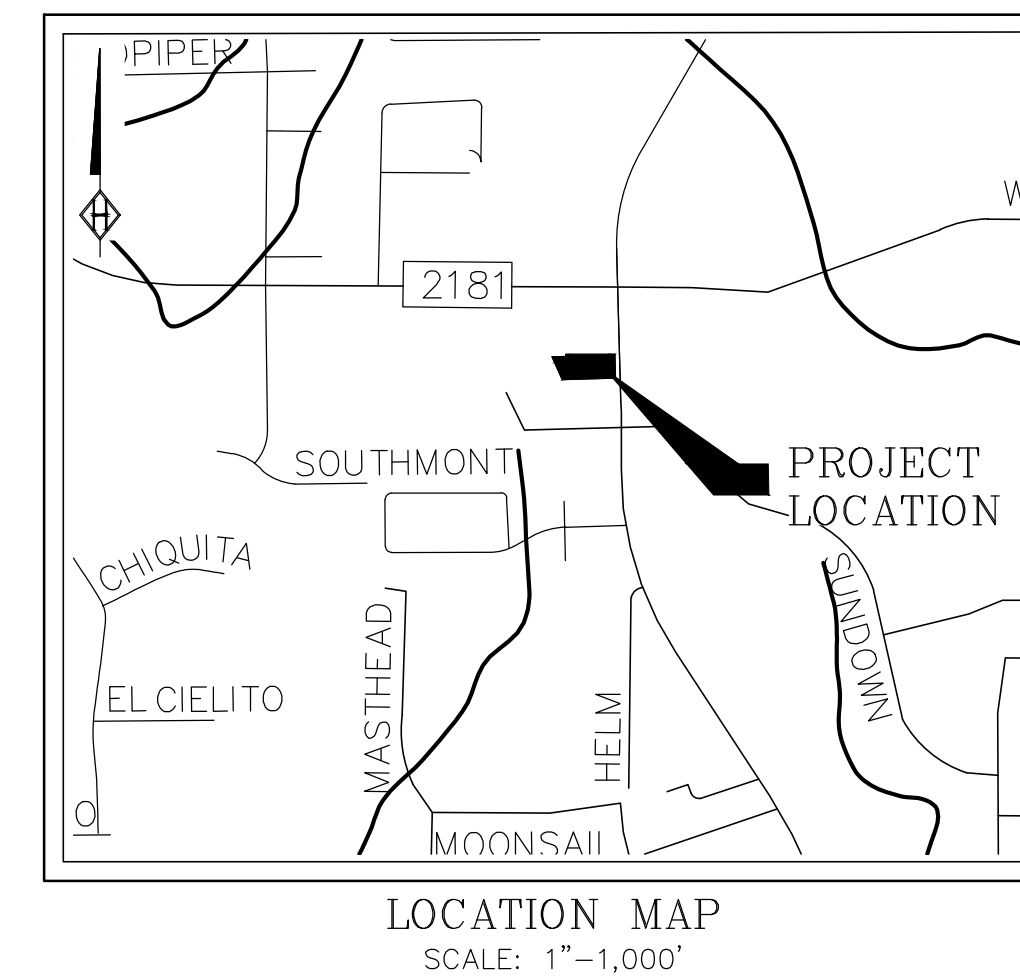
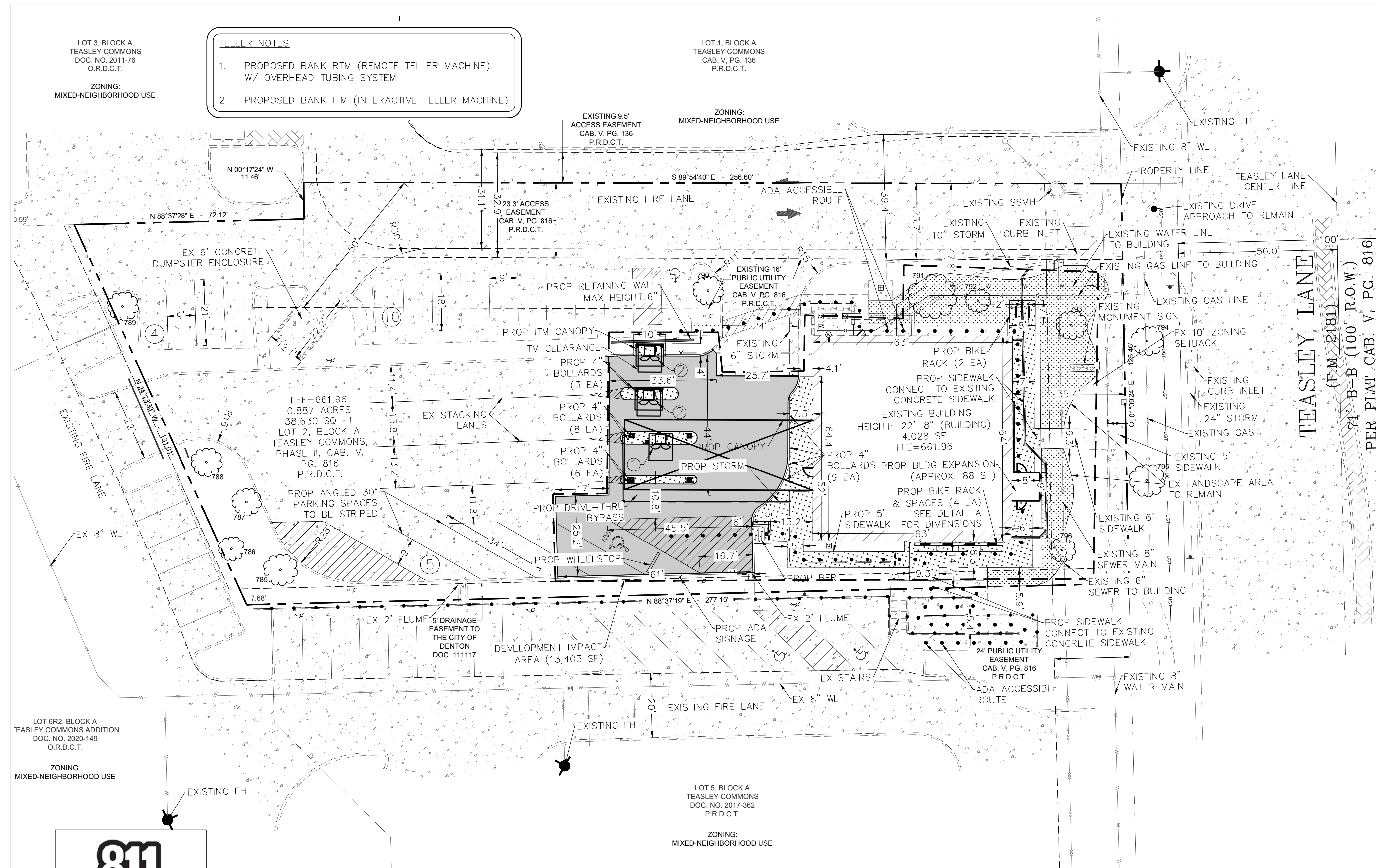
Project CUE 001-0000  
\* Subject to all City Ordinances, State Code, Department of Public Works, and all applicable laws.

# Exhibit B

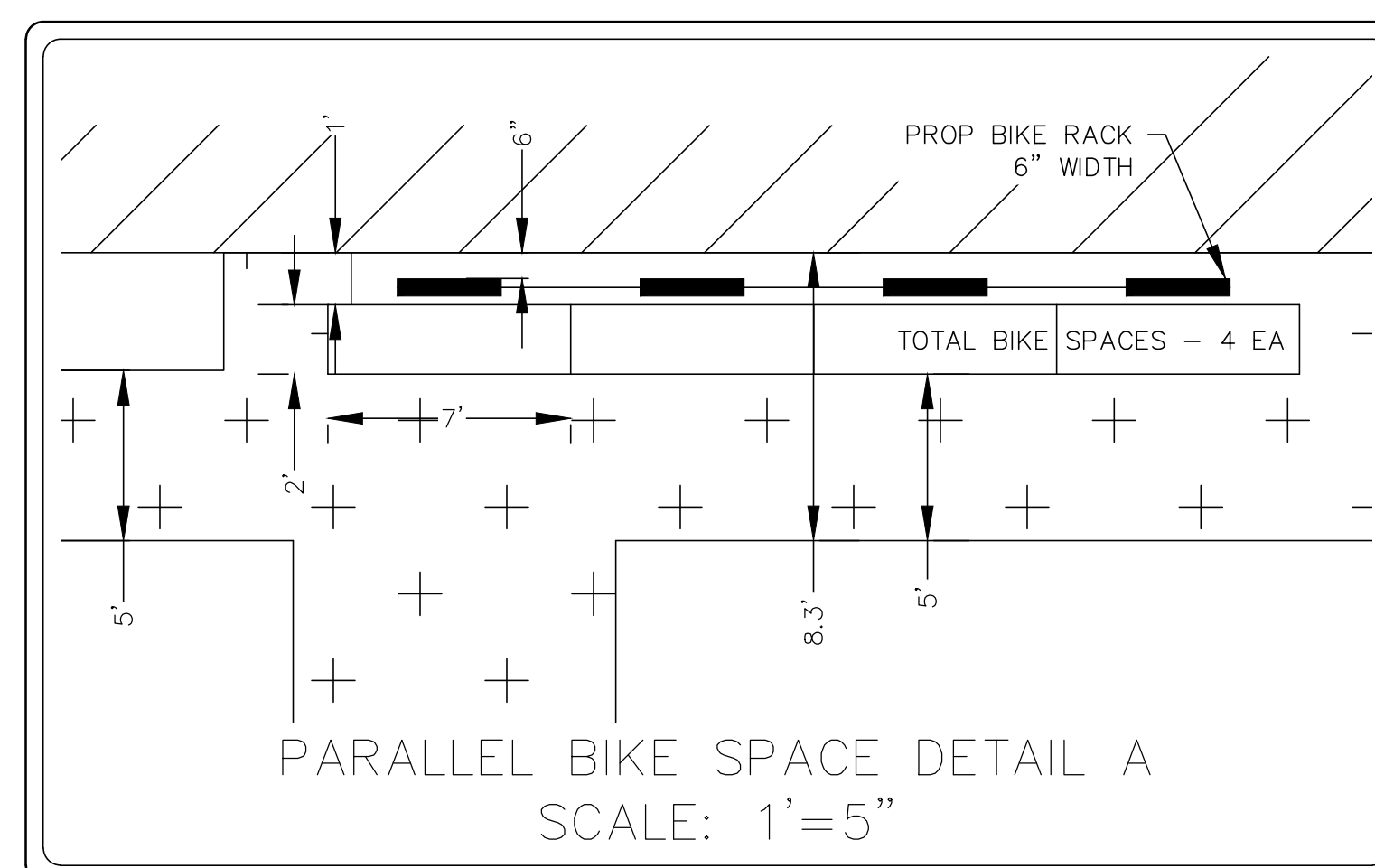
A New Branch Facility for  
CENTON AREA TEACHERS CREDIT UNION




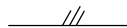



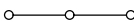






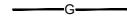
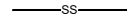

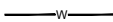





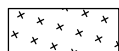


SITE INFORMATION			
	<u>REQUIRED</u>	<u>PROVIDED</u>	
LOT AREA (SF & ACRES)	(MIN) 2,500	38,630 (0.887 AC)	
EXISTING BUILDING AREA (SF)	(MAX) 25,000	4,028 (0.09 AC)	
PROPOSED BUILDING ADDITION (SF)		88 (0.002 AC)	
EXISTING BUILDING HEIGHT	(MAX) 65'	28'-8" (TOWER)	
		22'-8" (BUILDING)	
EXISTING BUILDING COVERAGE	(MAX) 80%	10.42%	
DEVELOPMENT IMPACT AREA (SF & ACRES)	-	13,403 (0.31 AC)	
PARKING REQUIRED (SUP):	20 SPACES		
EXISTING PARKING:	14 SPACES		
PROPOSED PARKING:	5 SPACES		
TOTAL PARKING:	19 SPACES		
TOTAL HANDICAP PARKING REQUIRED:	1 SPACES		
TOTAL HANDICAP PARKING PROVIDED:	2 SPACES		
BICYCLE PARKING REQUIRED:	2 SPACES		
BICYCLE PARKING PROVIDED:	6 SPACES		
**PER 2002 DDC 35.14.7.G, THE REQUIRED PARKING IS REDUCED WITH ADDITIONAL BIKE SPACES.			
	<u>REQUIRED</u>	<u>PROVIDED</u>	
MINIMUM OPEN SPACE (SF & %)	NONE	NONE	
MINIMUM LANDSCAPE AREA (SF & %)			
(DEVELOPMENT IMPACT AREA)	2,681 SF (20%)	2,993 SF (22%)	
MINIMUM TREE CANOPY (SF & %)	15,852 SF (40%)	16,328 SF (42.3%)	
*MIN. TREE CANOPY BASED ON LOT AREA			
EXISTING TREE CANOPY (SF & %)		15,072 SF (39%)	
PROPOSED TREE CANOPY (SF & %)		1,256 SF (3.25%)	
<u>EXISTING CONDITIONS</u>			
PERVIOUS AREA (SF)	-	7,416 SF (19.2%)	
IMPERVIOUS AREA (SF)	-	31,222 SF (80.8%)	
	TOTAL	38,638 SF	
<u>PROPOSED CONDITIONS</u>			
PERVIOUS AREA (SF)	-	7,016 SF (18.2%)	
IMPERVIOUS AREA (SF)	-	31,622 SF (81.8%)	
	TOTAL	38,638 SF	
<u>ZONING SETBACKS</u>			
FRONT: 10'			
SIDE: NONE			
REAR: NONE			



LEGEND		
<i>I.R.F.</i>	IRON ROD FOUND	 POWER POLE
<i>I.R.S.</i>	IRON ROD SET	 WATER VALVE
"X"	CUT X IN CONCRETE	 <i>SSMH</i> SANITARY SEWER MANHOLE
	ASPHALT	 FIRE HYDRANT
	TELEPHONE MANHOLE	 <i>WM</i> WATER METER
	CHAINLINK FENCE	 ELECTRIC TRANSFORMER
	PIPE & CABLE FENCE	 <i>EM</i> ELECTRIC METER
	DEVELOPMENT AREA	 WATER MANHOLE
	PROPERTY LINE	<i>BFR</i> BARRIER FREE RAMP
	EXISTING GAS	<i>SB</i> SETBACK
	EXISTING SS	 EXISTING UGT
<i>P.R.D.C.T.</i>	PLAT RECORDS, DENTON COUNTY, TEXAS	 EXISTING WATER
<i>O.R.D.C.T.</i>	OFFICIAL RECORDS, DENTON COUNTY, TEXAS	<i>CAB.</i> CABINET
		<i>PG.</i> PAGE

# PAVEMENT LEGEND

	<b>HEAVY DUTY PAVEMENT (DRIVE AISLE)</b> PROPOSED 7" 3,600 PSI CONC. @ 28 DAYS WITH #3 BARS @ 18" O.C.E.W.
	<b>SIDEWALK PAVEMENT (PRIVATE)</b> PROPOSED 4" 3,000 PSI CONC. @ 28 DAYS WITH #3 BARS @ 18" O.C.E.W.

---

PAVEMENT NOTES:

1. ALL PAVEMENT SUBGRADE SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 6" AND COMPACTED TO A MINIMUM 95% STANDARD PROCTOR DENSITY AT OR ABOVE OPTIMUM MOISTURE.
2. THE CONTRACTOR SHALL DOWEL & EPOXY #4 X 24" SMOOTH BARS @ 24" CENTERS ALONG ALL PROPOSED TO EXISTING CONCRETE EDGES W/ 3/4" EXPANSION JOINT & SELF LEVELING JOINT SEALING COMPOUND.
3. THE CONTRACTOR SHALL PROVIDE A 1/2" EXPANSION JOINT W/ SELF LEVELING JOINT SEALING COMPOUND BETWEEN THE PROPOSED CONCRETE PAVEMENT AND THE PROPOSED BUILDING.

## PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM  
REVIEW AND IS NOT INTENDED FOR  
CONSTRUCTION, BIDDING OR PERMIT  
PURPOSES.  
STEVEN R. HOMEYER, PE # 86942  
DATE: 04/23/2024

S24-0002  
DATCU DENTON - TEASLEY  
LOT 2, BLOCK A, TEASLEY COMMONS PHASE II  
AREA: 38,630 SF / 0.887 AC  
ZONING: MIXED USE NEIGHBORHOOD (MN-S)  
LAND USE: BANK/FINANCIAL INSTITUTION  
CITY OF DENTON  
DENTON COUNTY, TEXAS

DATCU DENTON - TEASLEY  
LOT 2, BLOCK A  
TEASLEY COMMONS PHASE II  
CITY OF DENTON  
DENTON COUNTY, TEXAS

# SITE PLAN

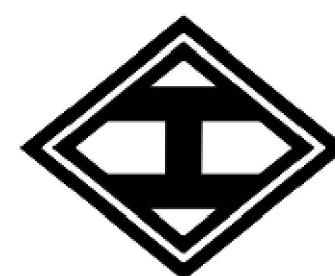
DRAWN: SRH/JG

DATE: 01/03/24

HEI #: 23-1202

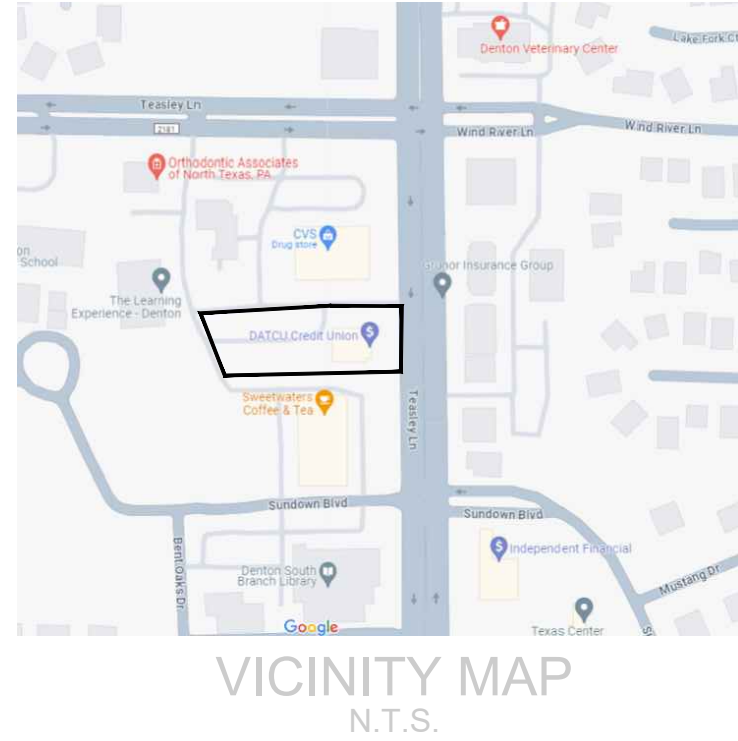
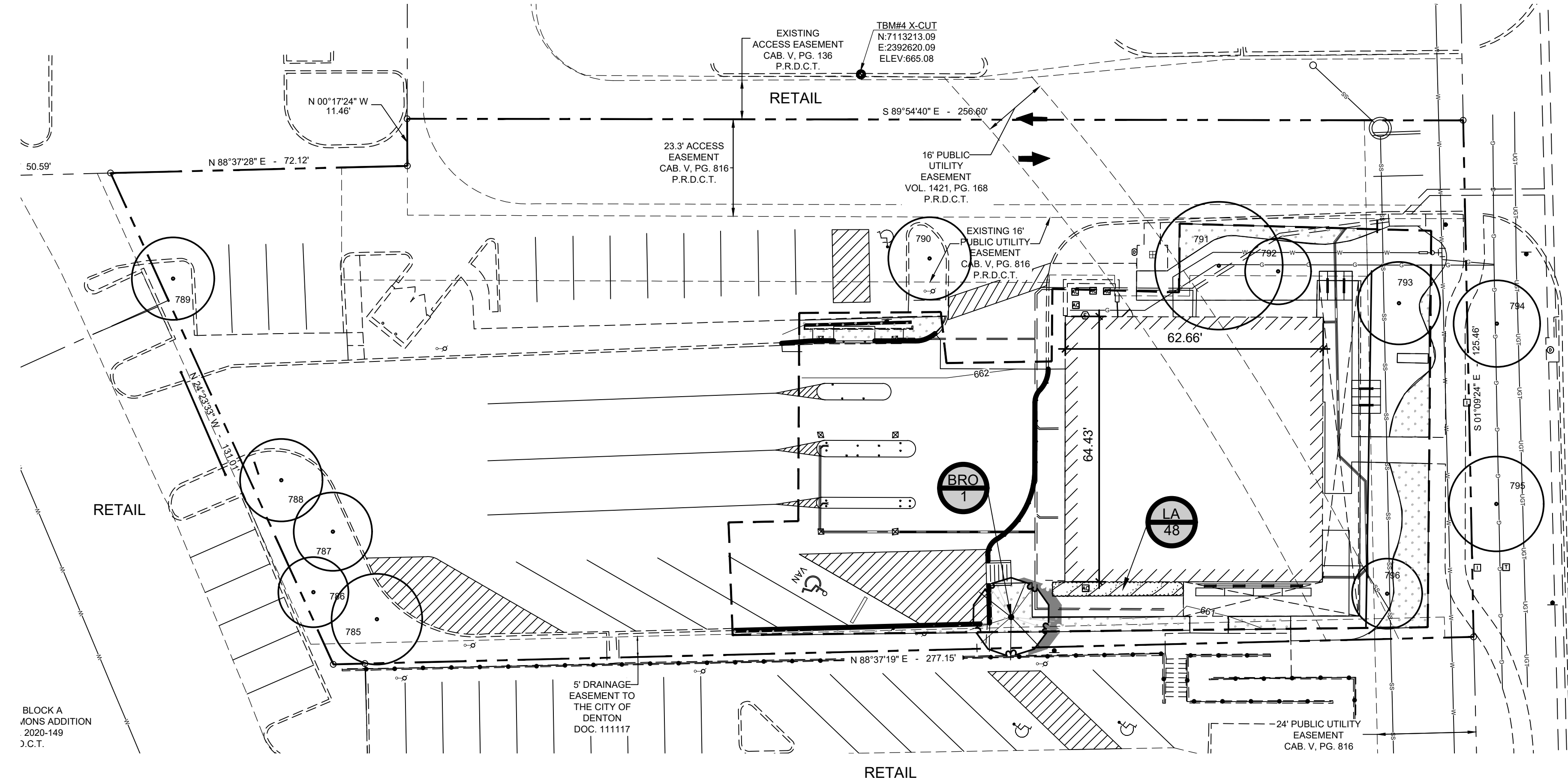
SHEET NO:  
C2

**HOMMEYER**  
ENGINEERING, INC.  
BPELS FIRM REGISTRATION NO. F-8441  
P.O. BOX 294527 • LEWISVILLE • TEXAS • 750  
972-906-9985 PHONE • 972-906-9987 FAX  
WWW.HEI.US.COM





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GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
  - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
  - b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
  - c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST** PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
  - d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
  - e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
  - f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
  - a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUND COVER PATTERNS) SHALL TAKE PRECEDENCE.
  - b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
  - c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

TEASLEY LANE

LANDSCAPE CALCULATIONS - DENTON, TX.

LOT AREA: 38,630 SF  
DEVELOPMENT IMPACT AREA: 13,403 SF  
LANDSCAPE AREA REQUIRED (DIA): 2,681 SF (20%)  
LANDSCAPE AREA PROVIDED: 2,993 SF (22%)

**TREES**  
REQUIRED TREE CANOPY: 15,852 SF (40%) - based on lot area  
PROVIDED TREE CANOPY: 16,328 SF  
1 Burr Oak @ 1,256 = 1,256 sf  
12 Existing trees @ 1,256 = 15,072 sf

**STREET FRONTAGE**  
TEASLEY LANE 125 LF  
STREET TREES REQUIRED: 3 TREES (1 TREE PER 45 LF)  
STREET TREES PROVIDED: 2 TREES (EXISTING)  
(2 street trees are existing but street trees are outside of the DIA scope of review for this project)

PARKING LOT LANDSCAPE  
PARKING AREA: 1,073 SF  
LANDSCAPE AREA: 75 SF REQUIRED (7%)  
245 SF PROVIDED  
161 SF REQUIRED (15%)  
1,256 SF PROVIDED  
EXISTING PROVIDED: A MINIMUM TEN (10)-FOOT WIDE LANDSCAPE AREA  
PLANTED WITH ONE (1) LARGE TREE FOR EVERY 40 LINEAR FEET

PLANT\_SCHEDULE

TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY	2024-01-21 10:27
	BRO	Burr Oak / Quercus macrocarpa min. 14' ht.; parking lot tree	CONT.	4"Cal	1	
SHRUB AREAS	CODE	COMMON / BOTANICAL NAME	SIZE	SPACING	QTY	
	LA	Aztec Grass / Liriope muscari 'Aztec'	1 gal	18" o.c.	48	
GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY	
	CD	Bermuda Grass / Cynodon dactylon 'tif 419' preserve & match existing turf where possible	sod		as required to provide full coverage per plan	
	EX	Existing Landscape to remain preserve as required				



TPP24-0005; S24-0002

S24-0002  
DATCU DENTON - TEASLEY  
LOT 2, BLOCK A, TEASLEY COMMONS PHASE II  
AREA: 38,630 SF / 0.887 AC  
ZONING: MIXED USE NEIGHBORHOOD (MN-S)  
LAND USE: BANK/FINANCIAL INSTITUTION  
CITY OF DENTON  
DENTON COUNTY, TEXAS

DATCU DENTON - TEASLEY  
LOT 2, BLOCK A  
TEASLEY COMMONS PHASE II  
CITY OF DENTON  
DENTON COUNTY, TEXAS

LANDSCAPE  
PLANTING



4-25-24

DRAWN: dfr

DATE: 01/21/24

HEI #: 23-1202

SHEET NO:  
LP-1

TREE SURVEY:  
Matthew Clemons, RCA #623  
Certified Arborist, TX1340 (ISA)  
3000 S Hulen St Suite 124-401  
Fort Worth, TX 76109

817-471-6945  
mc@registeredarborist.com

The Dates for his tree table data collection is 12/19/23.





**HOMEYER**  
ENGINEERING, INC.  
CIVIL ENGINEERING • PLATTING  
SITE & LAND PLANNING

April 23, 2024

City of Denton  
Planning Department  
601 East Hickory Street  
Denton, TX 76205

**RE: DATCU Denton – Teasley  
Specific Use Permit S24-0002 – Letter of Intent**

On behalf of our client, Homeyer Engineering, Inc. is pleased to submit a Specific Use Permit application for DATCU Denton – Teasley, a proposed 0.887-acre tract located at 3210 Teasley Lane. The property is currently zoned as Mixed-Use Neighborhood (MN-S) with banking uses. The adjacent properties to the north and south are zoned MN-S as well.

Existing utilities are served by an 8" sewer main and an 8" water main located along Teasley Lane. A portion of the site drains east to Teasley Lane. The remainder of the site drains south into existing curb inlets and to the adjacent property. The proposed site will utilize the existing landscape surrounding the building. An existing dumpster enclosure serves the site and will remain.

The existing site was developed as a DATCU credit union in 2005. Since the site was developed approximately twenty years ago, there have been significant changes in the banking industry. To address these changes and to support DATCU's current business model, the proposed building and drive-through lanes are being proposed to be modified. As part of this project, the interior and exterior of the building are being modified. A proposed vestibule is being added to the front of the building and will function as the main entry into the building. Any exterior building features will be designed and constructed in accordance with current building and development regulations. In addition to the building changes, the site will also undergo improvements such as grading, paving, and striping to optimize the existing improvements. Based on the existing SUP, Ordinance 2003-325, a minimum of twenty parking spaces shall be provided on-site. As proposed, four bicycle parking spaces will be utilized in lieu of one parking space in accordance with the 2002 DDC 35.14.7.G. In addition, two of the existing drive-through lanes will be removed leaving three lanes (one ATM lane and two teller lanes). A queueing analysis has been conducted that ensures sufficient stacking spaces is being provided for the remaining lanes.

The site landscape and tree coverage will remain in compliance with the City of Denton Standards. The proposed sidewalk will improve and provide more accessible routes to the existing building with minimal disturbance of the existing landscape beds. With these changes, the site will comply with the required 20% landscaping area as well as the 40% tree canopy coverage.

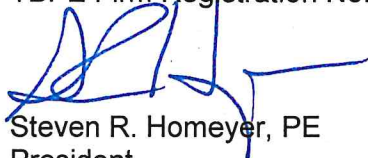
Based on the City of Denton's Comprehensive Plan for future land uses, the subject property will remain its current use and zoning as MN-S.



If you have any questions regarding the proposed specific use permit submittal, please feel free to contact me at 972-906-9985 or [shomeyer@hei.us.com](mailto:shomeyer@hei.us.com).

Sincerely,

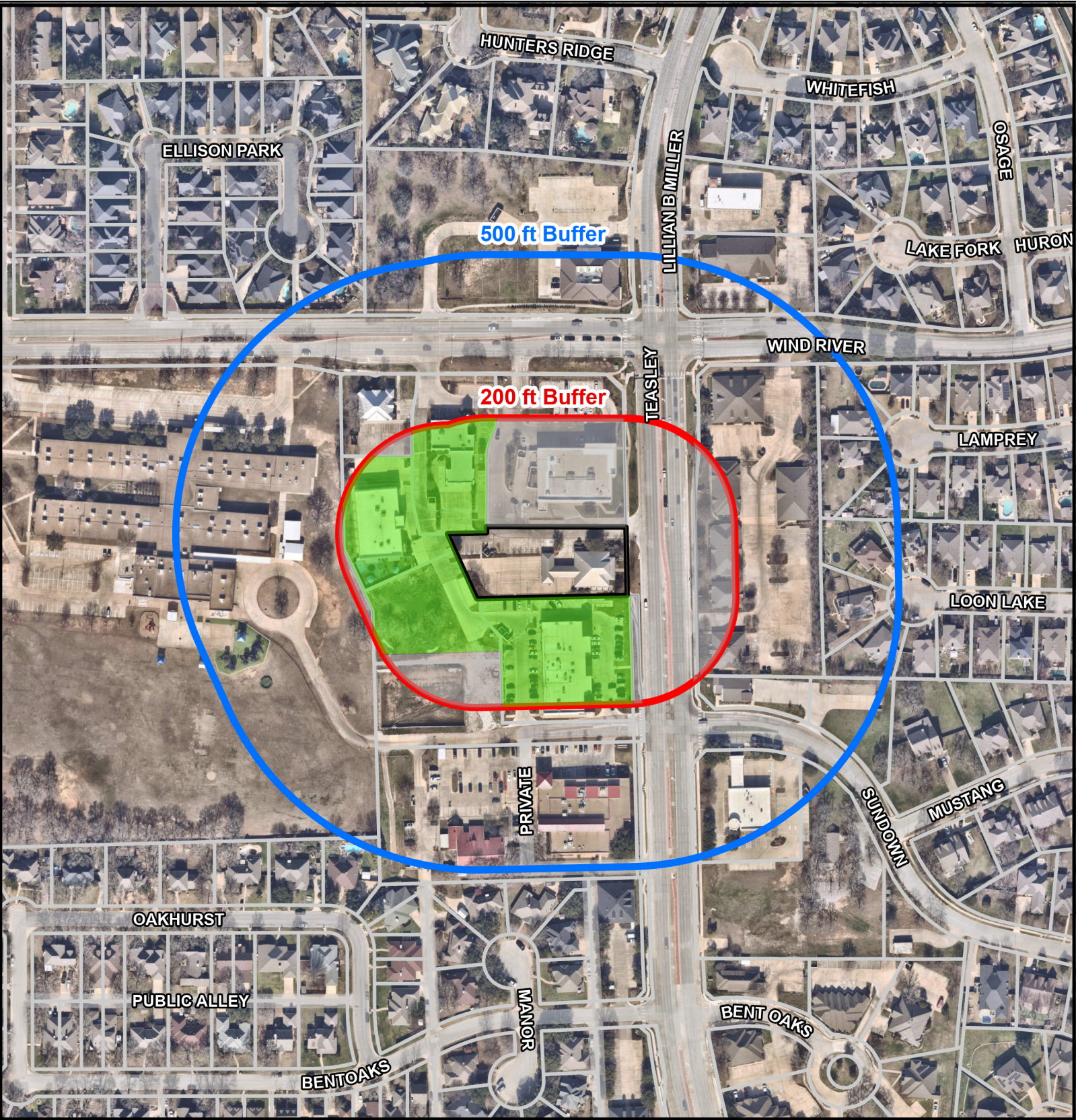
HOMEYER ENGINEERING, INC.  
TBPE Firm Registration No. F-8440

A handwritten signature in blue ink, appearing to read 'S. Homeyer', with a horizontal line extending to the right.

Steven R. Homeyer, PE  
President

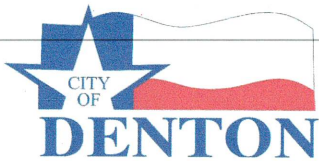


**S24-0002**  
**Notification Map**



No Response	Roads	ETJ 2
In Favor	Parcels	NAA 8/1/20
Opposed	COD	NAA 8/1/40
Site Location	ETJ	





Development Services  
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

For more information, please contact Erin Stanley at [Erin.Stanley@cityofdenton.com](mailto:Erin.Stanley@cityofdenton.com) or (940) 349-8351; or, on May 24, 2024 visit [www.cityofdenton.com/public-meetings](http://www.cityofdenton.com/public-meetings) for the meeting agenda with staff's analysis and associated exhibits.

## Response Form

Project Number S24-0002  
DATCU Teasley

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services  
Attn: Erin Stanley, Project Manager  
401 N. Elm St.  
Denton, TX 76201

You may also email a copy to [Erin.Stanley@cityofdenton.com](mailto:Erin.Stanley@cityofdenton.com). Please note any responses are subject to public information requests including the information provided below.

-----  
Project Number: S24-0002

Please circle one:

☒ In favor of request      ☐ Opposed to request

Comments:

Signature: Stephen Shannan

Printed Name: Stephen Shannan / 3220 Teasley Partners LLC

Street Address: 3190 Teasley Ln.

City, State and Zip Code: Denton TX 76205

Phone Number: 940.218.6680

Email Address: Sshannan@colodevelopment.com

Physical Address of Property within 200 Feet: 3220 Teasley Lane, Denton TX





Development Services  
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

For more information, please contact Erin Stanley at [Erin.Stanley@cityofdenton.com](mailto:Erin.Stanley@cityofdenton.com) or (940) 349-8351; or, on May 24, 2024 visit [www.cityofdenton.com/public-meetings](http://www.cityofdenton.com/public-meetings) for the meeting agenda with staff's analysis and associated exhibits.

### Response Form

Project Number S24-0002  
DATCU Teasley

In order for your opinion to be counted, please complete and mail this form to:

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Attn: Erin Stanley, Project Manager  
401 N. Elm St.  
Denton, TX 76201

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Project Number: S24-0002

Please circle one:

☒ In favor of request      ☐ Opposed to request

Comments:

Signature:

*Stephen Shannon*

Printed Name:

*Stephen Shannon / CDI Lilian Land, LLC*

Street Address:

*3190 Teasley Ln*

City, State and Zip Code:

*Denton TX 76205*

Phone Number:

*940.218.6680*

Email Address:

*s.shannon@coldevelopment.com*

Physical Address of Property within 200 Feet:

*Lot 6R2 Teasley Ln, Denton TX*





**Development Services**  
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

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### Response Form

Project Number S24-0002  
DATCU Teasley

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-----  
**Project Number: S24-0002**

**Please circle one:**

☒ In favor of request      ☐ Opposed to request

**Comments:**

Signature: Stephan Shannon

Printed Name: Stephan Shannon / CDI TLE Denton LLC

Street Address: 3190 Teasley Ln

City, State and Zip Code: Denton TX 76205

Phone Number: 940.218.6080

Email Address: Sshannon@colodevelopment.com

Physical Address of Property within 200 Feet: 3224 Teasley Ln, Denton TX





Development Services  
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

For more information, please contact Erin Stanley at [Erin.Stanley@cityofdenton.com](mailto:Erin.Stanley@cityofdenton.com) or (940) 349-8351; or, on May 24, 2024 visit [www.cityofdenton.com/public-meetings](http://www.cityofdenton.com/public-meetings) for the meeting agenda with staff's analysis and associated exhibits.

## Response Form

Project Number S24-0002  
DATCU Teasley

In order for your opinion to be counted, please complete and mail this form to:

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Attn: Erin Stanley, Project Manager  
401 N. Elm St.  
Denton, TX 76201

You may also email a copy to [Erin.Stanley@cityofdenton.com](mailto:Erin.Stanley@cityofdenton.com). Please note any responses are subject to public information requests including the information provided below.

-----  
Project Number: S24-0002

Please circle one:

☒ In favor of request      ☐ Opposed to request

Comments:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address of Property within 200 Feet: \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, APPROVING A SPECIFIC USE PERMIT (2003-325) AMENDMENT TO ALLOW FOR SITE MODIFICATIONS ON APPROXIMATELY 0.89 ACRES OF LAND, GENERALLY LOCATED APPROXIMATELY ONE BLOCK SOUTH OF TEASLEY LANE AND TO THE WEST OF FM 2181/TEASLEY LANE, IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF \$2,000.00 FOR VIOLATIONS THEREOF; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (S24-0002b, DATCU TEASLEY)

WHEREAS, Homeyer Engineering (the "Applicant") applied for a Specific Use Permit (2003-325) amendment, including, but not limited to, modification to the site plan to reduce drive-through banking lanes and replace with additional parking on approximately 0.89 acres of land within the Mixed-Use Neighborhood (MN) zoning district, legally described in Exhibit "A" (hereinafter, the "Property"); and

WHEREAS, on October 7, 2003, the City Council adopted Ordinance 2003-325, approving a Specific Use Permit for 0.89 acres of land for a drive-thru facility; and

WHEREAS, on May 29, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, and having held due hearings and afforded full and fair hearings to all property owners interested in this regard, recommended approval (5-0) of the request; and

WHEREAS, on June 18, 2024, the City Council opened the public hearing and continued the hearing to a date certain of July 23, 2024.

WHEREAS, on July 23, 2024, the City Council conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Subsection 2.5.2 of the Denton Development Code, and is consistent with the Denton Plan and the 2019 Denton Development Code as applicable; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton have determined that the proposed amendment to the Specific Use Permit is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said amendment to the Specific Use Permit is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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



SECTION 2. The amended Site Plan and Landscape Plan for SUP 2003-325 attached and incorporated herein as Exhibit “B,” is hereby approved, subject to the following conditions:

1. The attached Site Plan and Landscape Plan reflect an intent to comply with the originally approved site plan and the 2019 DDC to the greatest extent possible.
2. The attached Site Plan and Landscape Plan are incorporated as requirements of the SUP. Staff shall have the ability to approve a reduction in the building coverage and a decrease in the number of parking spaces specified in requirements “a” and “b” below, provided the reductions do not equate to a change of more than 5% of the building square footage or 1 parking space and all applicable requirements of the originally approved site plan and current DDC are met:
  - a. No more than one building with a total building footprint not to exceed 4,116 sq. ft or 10.65% of the lot area.
  - b. A total of nineteen (19) parking spaces and 6 bicycle parking spaces are proposed for the drive-through Financial Institution indicated on the Site Plan.
  - c. No more than 3 drive-through lanes with one by-pass lane to facilitate on-site circulation.
3. Minor alterations to the depicted locations of the building, pedestrian pathways, and parking may be approved by City Staff, provided that the final plan complies with the attached Site Plan in terms of access and internal pedestrian connectivity.
4. Minor alterations to the depicted locations of individual plantings may be approved by City staff, provided that the final landscaping, as planted, complies with the attached Landscape Plan in terms of required landscape elements and overall tree canopy, as well as all applicable requirements of the current DDC.
5. Notwithstanding the limited administrative approvals authorized in the above conditions, the City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached Site Plan, and the attached Landscape Plan.
6. The zoning map shall reflect the Specific Use Permit on the property consistent with the Post-Decision Action Steps for Specific Use Permits in the 2019 DDC.

SECTION 3. Previous Approvals. The provisions of this ordinance, as they apply to the subject site as shown in Exhibit B are herein approved and shall govern and control over any conflicting provision of Ordinance No. 2003-325.

SECTION 4. Failure to Comply. Except as otherwise stated above, all terms of the SUP shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of this ordinance will result in the SUP being declared null and void, and of no force and effect. The SUP is issued to the entity named above runs with the land, and is assignable and transferable to subsequent owners of the Property.



**SECTION 5. SUP Regulations.** Upon notice to the Property owner and a hearing before the City Council, a SUP may be revoked or modified if: 1. There is one or more of the conditions imposed by this ordinance that has not been met or has been violated on the Property; or 2. The SUP was obtained or extended by fraud or deception; or 3. As otherwise permitted by law and/or the current DDC.

**SECTION 6. Unlawful use.** It shall be unlawful for any person, firm, entity, or corporation to make use of the above-referenced Property in some manner other than as authorized by the current DDC, Code of Ordinances, and this ordinance.

**SECTION 7. Severability.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

**SECTION 8. Penalty.** Any person, firm, entity or corporation violating any provision of this ordinance shall, upon conviction, be fined a sum not exceeding \$2,000.00 for each violation. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense. The penal provisions imposed under this ordinance shall not preclude Denton from filing suit to enjoin the violation and it retains all legal rights and remedies available to it under local, state and federal law.

**SECTION 9.** In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

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



PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:

LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

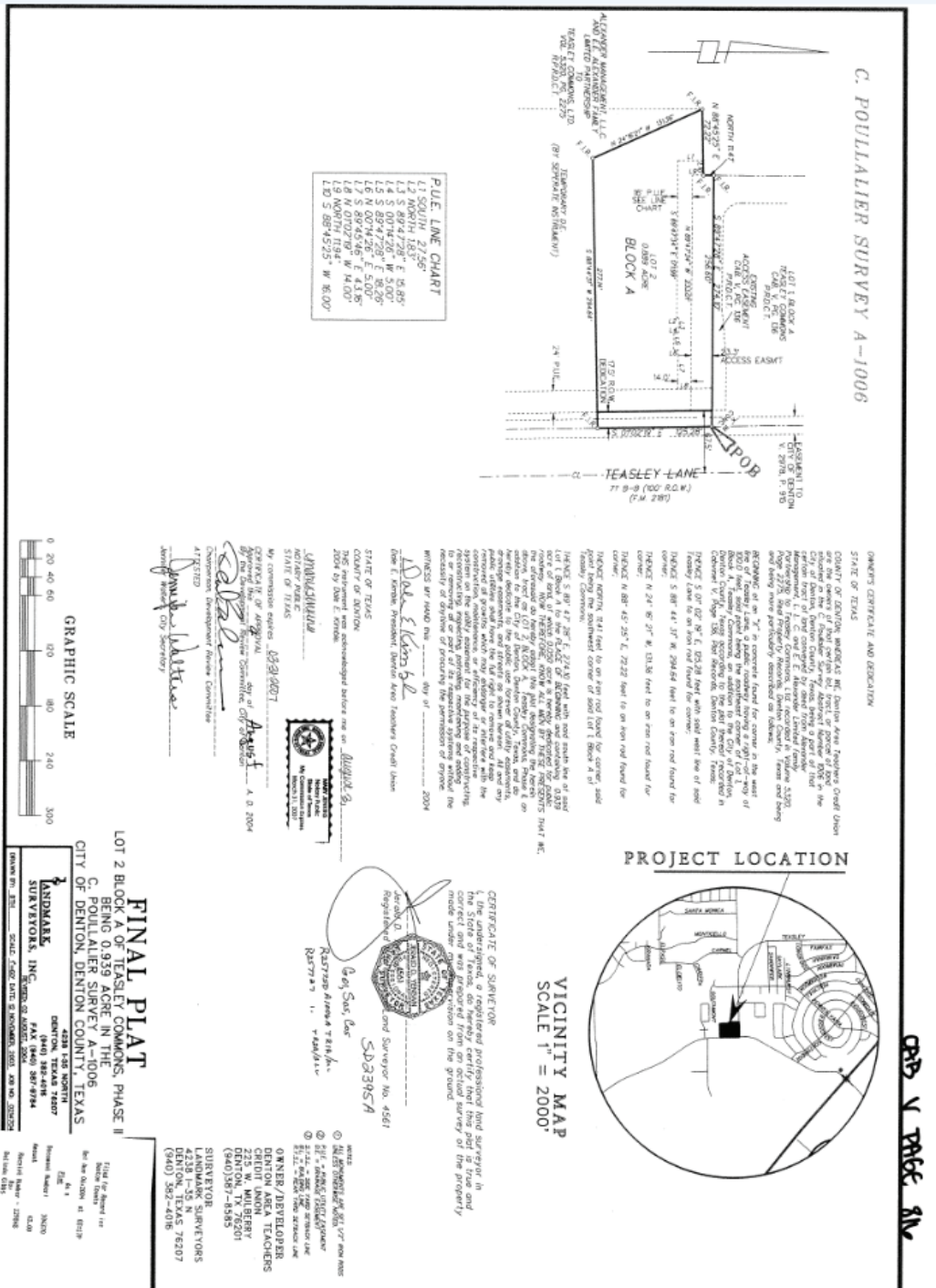
APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_



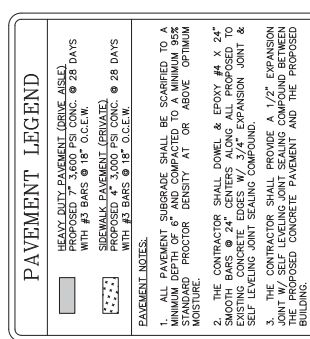
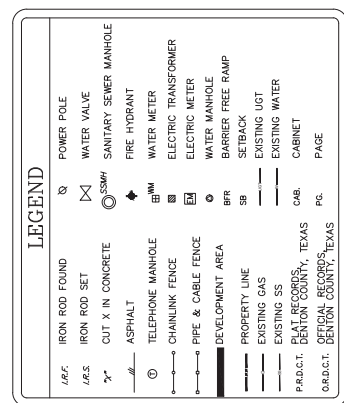
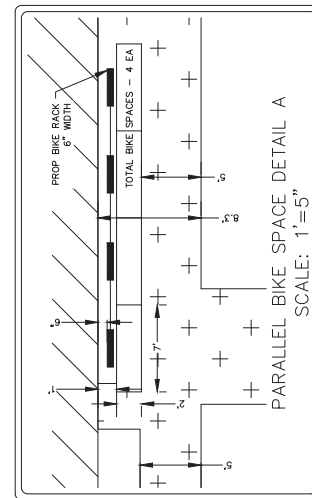
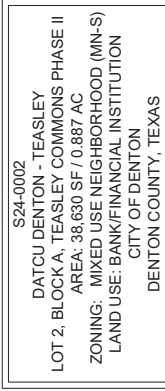
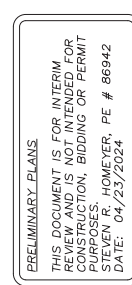
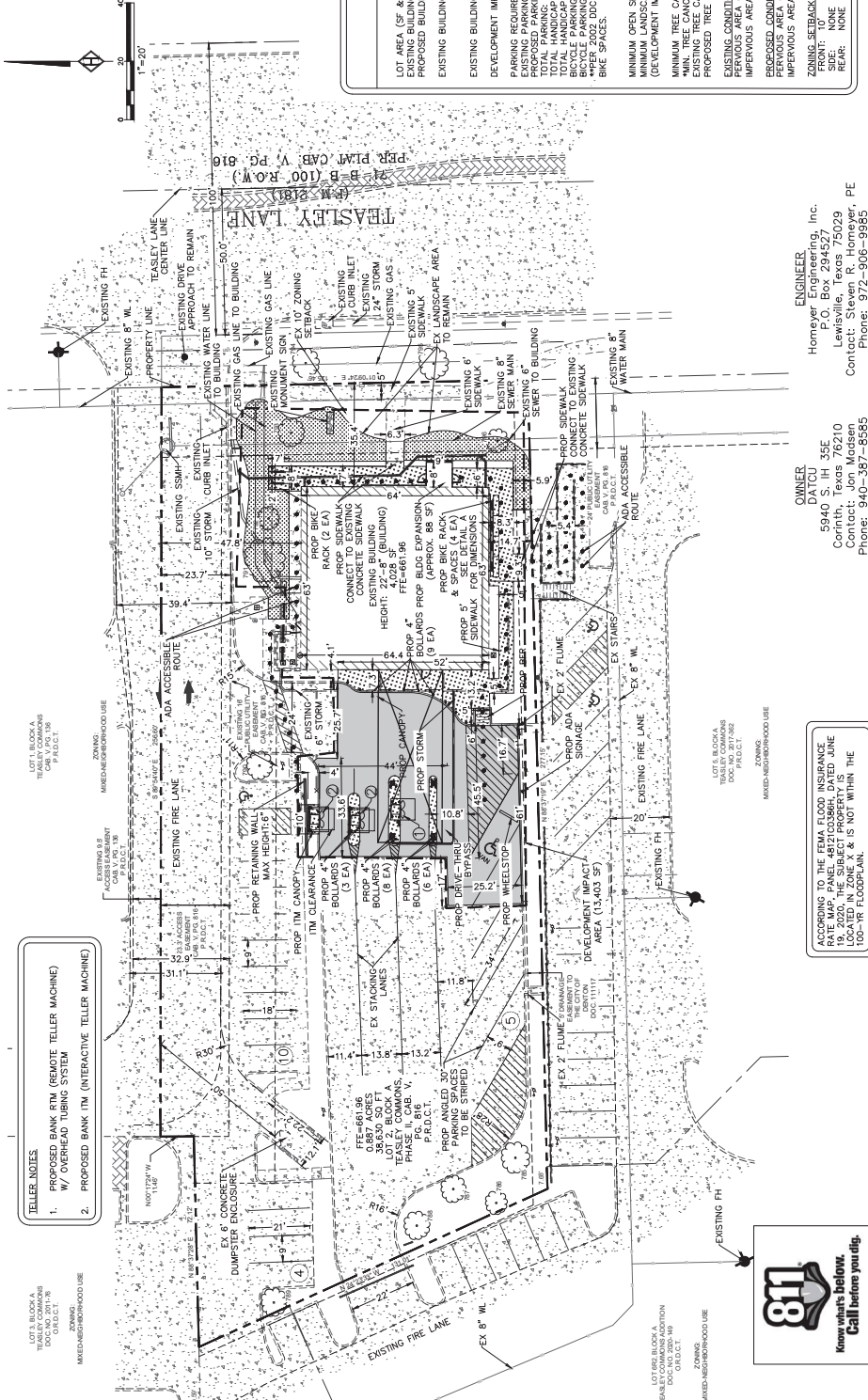
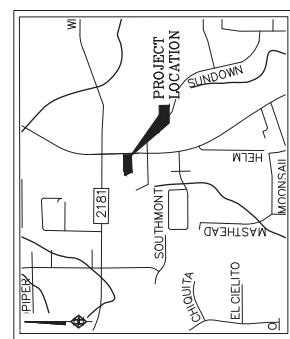
## Lot 2, Block A, of the Teasley Commons, Phase II Addition





**Exhibit B**  
**Site and Landscape Plans**







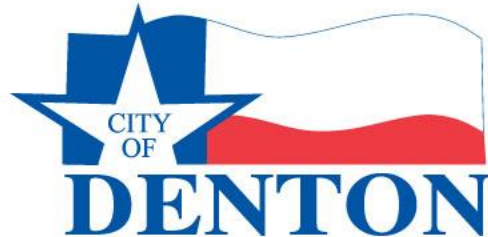




# S24-0002b

## DATCU

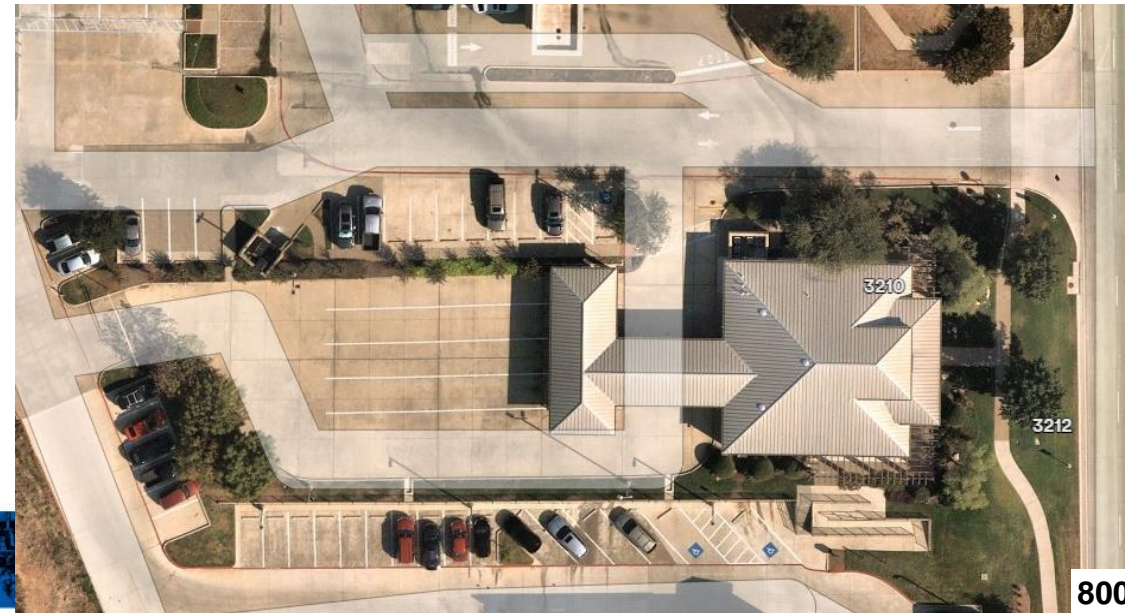
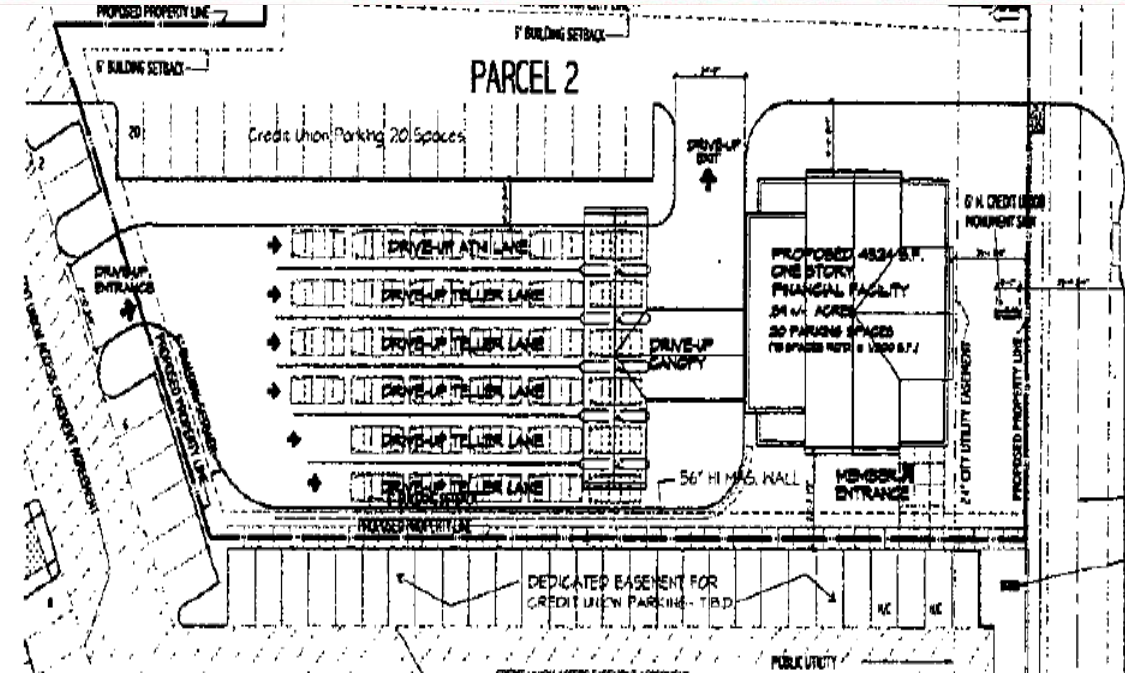
Erin Stanley  
Assistant Planner  
July 23, 2024





# Background

- On October 7, 2003, a detailed site plan was approved as part of Specific Use Permit ordinance 2003-325 to allow for a drive-through facility
  - 6 drive-through banking lanes
  - 20 parking spaces
- Several changes have been made to the site since approval of the original SUP that are not reflected in the site plan
  - 5 drive-through banking lanes
  - 14 parking spaces
- The original SUP ordinance (2003-325) did not allow for minor modifications to the site plan
- Planning Director determined an amendment to the SUP ordinance to adopt an updated site plan is required

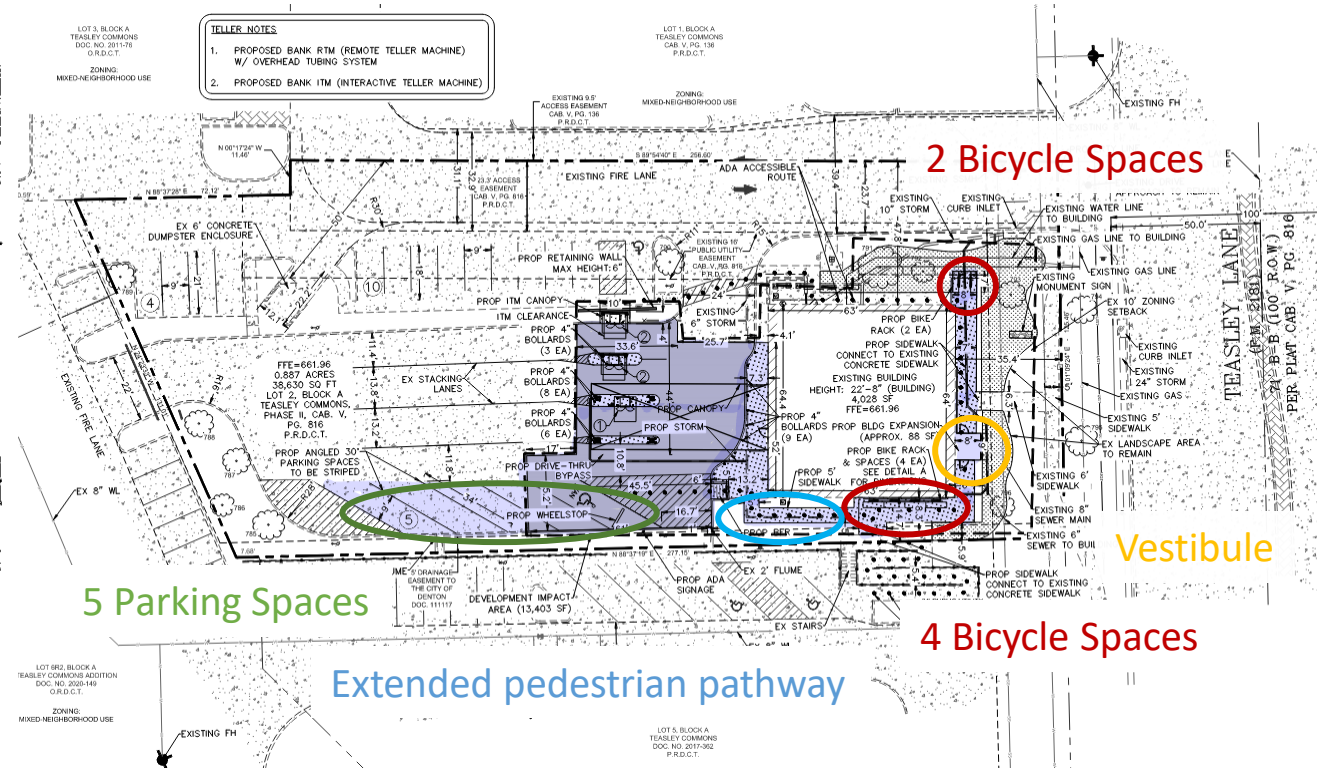
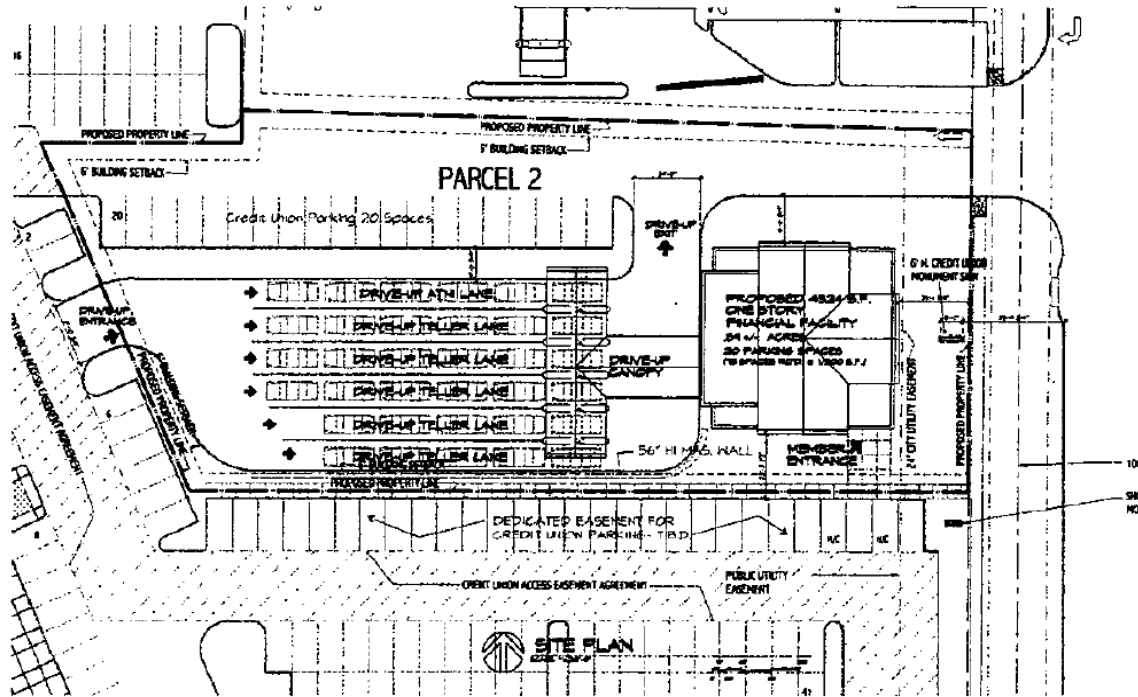




# Request

- Reduce drive-through lanes from 5 to 3
- Add 5 parking spaces (total 19) and 6 bicycle spaces

- Extend pedestrian pathways on site
- Add an 88 SF vestibule to the front of the building

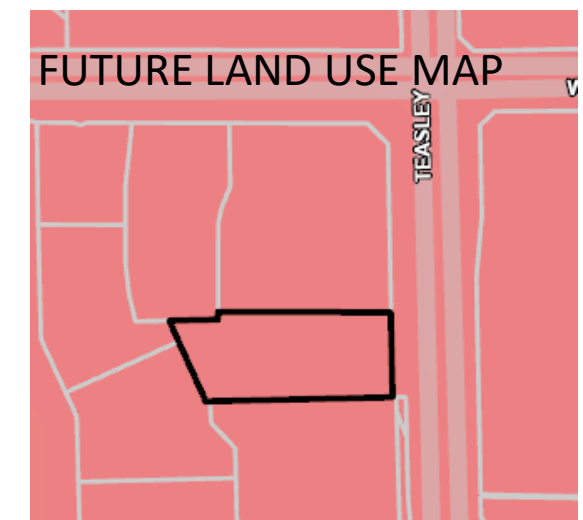
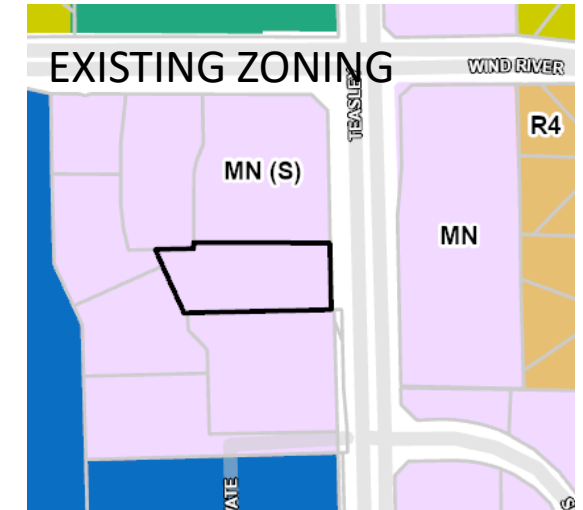




# Criteria for Approval – Development Code

## Summary:

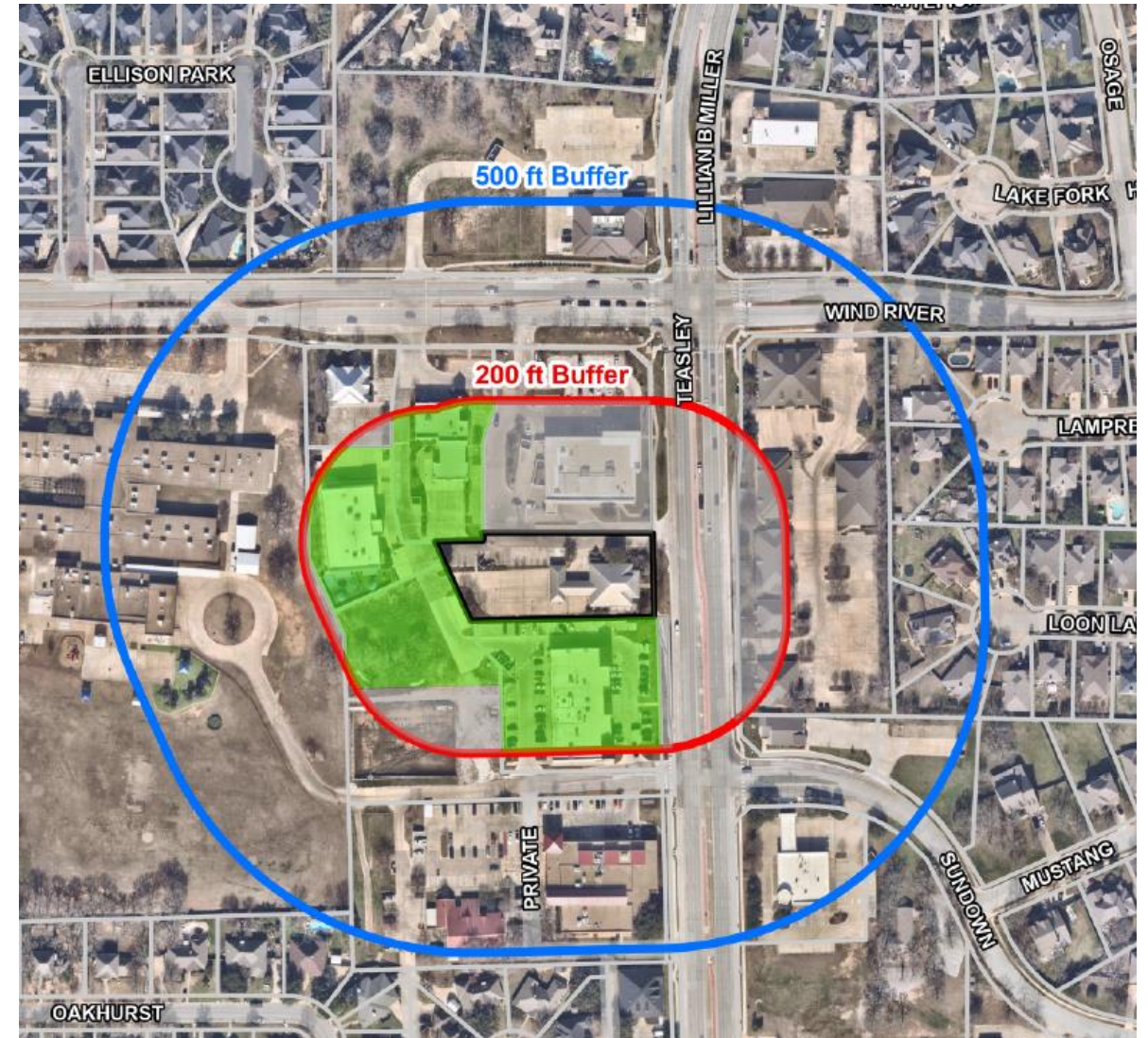
- ✓ Proposal is consistent with the permitted uses and development standards of the approved Specific Use Permit and the 2019 Denton Development Code to the greatest extent possible.
- ✓ Proposal is consistent with the goals and policies of the Denton 2040 Comprehensive Plan and the Future Land Use Map.
- ✓ Proposal is consistent with MN Zoning District purpose statement.
- ✓ Approval of the Specific Use Permit is not expected to generate substantial impact to surrounding property, roadways, or the environment.
- ✓ Utilities and infrastructure are available and already serve the subject property.





# Public Outreach

- Newspaper Ad: May 12, 2024
- Property Posted: May 14, 2024
- Mailed Notices:
  - 200 ft. Public Notices mailed: 12
  - 500 ft. Courtesy Notices mailed: 26
- Responses:
  - In Opposition: 0
  - In Favor: 4 (58%)
  - Neutral: 0





# Recommendation

Staff recommends **approval** and the Planning and Zoning Commission recommended **approval** [5-0] of the SUP Amendment with the following conditions:

1. The attached Site Plan and Landscape Plan reflect an intent to comply with the originally approved site plan and the 2019 DDC to the greatest extent possible.
2. The attached Site Plan and Landscape Plan are incorporated as requirements of the SUP. **Staff shall have the ability to approve a reduction in the building coverage and a decrease in the number of parking spaces** specified in requirements “a” and “b” below, provided the reductions do not equate to a change of more than 5% of the building square footage or 1 parking space and all applicable requirements of the originally approved site plan and current DDC are met:
  - a. No more than one building with a total building footprint not to exceed 4,116 sq. ft or 10.65% of the lot area.
  - b. A total of nineteen (19) parking spaces and 6 bicycle parking spaces are proposed for the drive-through Financial Institution indicated on the Site Plan.
  - c. No more than 3 drive-through banking lanes with one by-pass lane to facilitate on-site circulation.
3. **Minor alterations to the depicted locations of the building, pedestrian pathways, and parking may be approved by City Staff**, provided that the final plan complies with the attached Site Plan in terms of access and internal pedestrian connectivity.
4. **Minor alterations to the depicted locations of individual plantings may be approved by City staff**, provided that the final landscaping, as planted, complies with the attached Landscape Plan in terms of required landscape elements and overall tree canopy, as well as all applicable requirements of the current DDC.
5. Notwithstanding the limited administrative approvals authorized in the above conditions, the City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached Site Plan, and the attached Landscape Plan.
6. The zoning map shall reflect the Specific Use Permit on the property consistent with the Post-Decision Action Steps for Specific Use Permits in the 2019 DDC.



# QUESTIONS?

Erin Stanley  
Assistant Planner  
Development Services





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** DCA23-0002g, **Version:** 1

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### AGENDA CAPTION

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas amending the Denton Development Code, regarding short-term rental use regulations and definitions, specifically amendments to Table 5.2-A- Table of Allowed Uses, Subsection 5.3.1 Use-Specific Standards - Generally, Subsection 5.3.5: Commercial Use-Specific Standards, Table 7.9-I Parking, and Section 9.2: Definitions; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval was made by Commissioner Villareal and seconded by Commissioner Pruett. (DCA23-0002g, Short-Term Rentals, Angie Manglaris)





## AGENDA INFORMATION SHEET

**DEPARTMENT:** Department of Development Services

**ACM:** Cassey Ogden

**DATE:** July 23, 2024

### **SUBJECT**

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas amending the Denton Development Code, regarding short-term rental use regulations and definitions, specifically amendments to Table 5.2-A- Table of Allowed Uses, Subsection 5.3.1 Use-Specific Standards – Generally, Subsection 5.3.5: Commercial Use-Specific Standards, Table 7.9-I Parking, and Section 9.2: Definitions; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [5-0] to recommend approval of the request. Motion for approval was made by Commissioner Villareal and seconded by Commissioner Pruett. (DCA23-0002g, Short-Term Rentals, Angie Manglaris)  
<https://dentontx.new.swagit.com/videos/306595?ts=3778>

### **BACKGROUND**

#### *July 23, 2024 City Council Meeting Update:*

At the June 4, 2024 City Council Meeting, City Council considered amendments to the City's Short-Term Rental Regulations. At this meeting, several representatives of the Greater Denton/Wise County Association of Realtors (Association) spoke and expressed concerns regarding the proposed regulations. City Council unanimously voted to continue the public hearing to their July 23, 2024 meeting to allow staff and Association representatives time to meet and go over questions and concerns regarding the amendments.

Staff and the Association representatives met on Thursday, June 20, 2024. At the meeting, Staff presented attendees with an overview of the proposed changes and answered a variety of questions related to the proposed amendments and how the changes would affect Short-Term Rentals that are currently operating in the City. Attendees included real estate professionals, Short-Term Rental owners/operators, and residents. In total, approximately 18 individuals attended. During the meeting, Association representatives expressed concerns regarding the proposed 1,000-unit Registration Certificate limitation and the 100-foot distance separation requirement in residential zoning districts.

In addition, there were some concerns expressed surrounding fourplexes and triplexes situated in residential zoning districts and the desire to be able to individually register each unit as a Short-Term Rental. Individually registering each unit in a four-or triplex as a Short-Term Rental in residential districts would not be allowed under the proposed regulations as the amendments contemplate a maximum of two Short-Term Rentals allowed per parcel. Registration of all units within a triplex or fourplex would be allowed in non-residential districts under the proposed regulations.



Following the meeting, representatives of the Association agreed to provide a written summary of their concerns, which has been provided to staff and is included in Exhibit 6 of this report. In short, the written summary states that the Association prefers the City's current adopted regulations and is not in support of the proposed Code amendments; the Association representatives did not offer/suggest any other changes to the proposed Code amendments.

***No changes have been made to the proposed Code amendments since the City Council's meeting on June 4, 2024.***

#### *Project History:*

The Short-Term Rental Code Amendment process has been ongoing since the beginning of 2023, including extensive public engagement and numerous public meetings. A detailed project history and explanation of the proposed Code amendments are included in this report below.

At the beginning of 2023, City staff began reviewing the standards set forth in the Denton Development Code (DDC) regarding Short-Term Rental uses in response to the 5<sup>th</sup> Circuit Court's decision in the case of *Hignell-Stark v. City of New Orleans*. In this case, the 5th Circuit held that the City of New Orleans' regulation requiring Short-Term Rental applicants to demonstrate that the Short-Term Rental dwelling unit was their primary residence was unconstitutional under the dormant federal Commerce Clause. In reviewing this court decision, staff determined that a DDC requirement that a Short-Term Rental be the applicant's primary residence could be legally challenged and initiated the Code amendment process to remove this requirement from the DDC; this change was adopted by City Council on July 25, 2023.

During that same time, staff reviewed the City's requirements against other recent legislation as well as how other cities regulate the land use. In addition to the change noted above as a result of the 5<sup>th</sup> Circuit's decision, staff identified several areas where there was a need for clarification and consolidation of existing language in the DDC relating to Short-Term Rentals including addressing the Use-Specific Standards due to the potential for application or enforcement challenges. While many of these changes began with the intent to clean up and clarify items within the Code, throughout the process additional legislative issues came to light through court cases involving the cities of Arlington, Fort Worth, and Dallas that helped inform staff's recommended changes. The history of the process as well as a summary of the proposed changes are provided below.

#### *Development Code Review Committee*

On March 13, 2023, staff presented to the Development Code Review Committee (DCRC) their findings regarding the City's current regulations related to the Short-Term Rental land use, discussed reasons why the Code amendments are needed, shared how other cities regulate Short-Term Rental uses, and recommended proposed Code amendments. Throughout the Spring of 2023, the DCRC discussed the proposed Code amendments related to Short-Term Rental uses at a series of meetings, which are all noted in the Prior Action/Review table below. In review of the DDC's regulations surrounding Short-Term Rentals, the following areas were identified as requirements which could be refined for clarity in Code language and improved administration of City procedures:

- Removing the requirement that the Short-Term Rental must be the applicant's primary residence (this amendment was adopted by City Council July 25, 2023),
- Providing clarification as to what classifies as a Short-Term Rental (dwelling units, bedrooms, permanent structures),
- Refinement of the definition for Local Emergency Contact,



- Refining notification requirements for Short-Term Rentals to neighboring properties,
- Revision of advertisement requirements for Short-Term Rentals,
- Additional regulations added to clarify enforcement and revocation processes of Short-Term Rental permits, and
- Consideration of maximum densities for STRs.

After completing their review and providing staff direction on proposed Code amendments, the DCRC and staff determined it necessary to prepare a Public Engagement Plan in order to receive input from the community related to many aspects of the proposed Short-Term Rental regulations before initiating the formal public hearing process associated with DDC amendments. As part of the Public Engagement Plan, staff held two Town Hall Meetings (one in person and one virtually) in August 2023 and conducted an online survey regarding Short-Term Rentals.

The online survey was published on Discuss Denton on Friday, August 18, 2023, and closed on Monday, September 11, 2023, and a total of 224 individuals participated. The survey consisted of 20 questions, which ranged from general questions related to Short-Term Rentals, to specific questions related to possible DDC amendments. The survey gathered information from a variety of individuals, and when asked to describe themselves the most common responses were as follows (note this response allowed for multiple answers):

- 164 respondents indicated they own and reside at a residential property in Denton,
- 80 indicated they own a Short-Term Rental in Denton,
- 35 stated they owned a business in Denton,
- 34 stated they managed a Short-Term Rental in Denton, and
- 16 stated they reside outside of Denton but visit often.

The full survey results report is provided in Exhibit 4, and a summary presentation of the results is provided in Exhibit 5.

During the DCRC meeting on September 25, 2023, staff provided an overview of the Short-Term Rental Survey Results. Staff sought direction from the DCRC on how to proceed with maximum densities/distance separations for Short-Term Rentals given the survey results indicated a desire in respondents to maintain the integrity of single-family areas while allowing higher densities of Short-Term Rentals within certain areas of the City. Discussion centered around exploring different density thresholds for Short-Term Rentals, considering allowing higher density concentration in certain areas of the City (near universities and downtown), and considering imposing a maximum number of allowable Short-Term Rentals within the City. The DCRC directed staff to bring examples of the discussed policies and procedures along with estimates on how they would be applied, if adopted.

On October 23, 2023, November 13, 2023, and December 11, 2023, the DCRC revisited the density limitation and distance separation discussions considering the survey responses and explored various options for implementation. Over the course of these discussions, staff presented the potential implementation of a maximum number of Short-Term Rental permits issued per year in residential zoning districts. Conversations related to a maximum number of Short-Term Rental permits issued in residential zoning districts focused on the appropriate number of allowable units, separation distances between registered units, and a maximum allowable number of units that may be registered within multifamily buildings.

The DCRC directed staff to move forward with a maximum number of Short-Term Rental permits which may be issued per year in residential zoning districts and agreed upon a cap of 1,000 permits. It was also agreed that there should be a limitation on the number of units allowed to be registered as Short-Term Rentals within multifamily buildings, and the Committee agreed to a cap of 10% of all units within an



individual multifamily development. In addition, a minimum distance separation of 100 feet between registered Short-Term Rentals in residential zoning districts, measured property line to property line, was agreed upon to further address the density concerns in single-family residential areas.

On January 8, 2024, after consensus was reached on proposed amendments, and due to the continually evolving litigation surrounding Short-Term Rentals, staff presented research on the City of Arlington's Short-Term Rental regulations, including a summary of their adopted regulations and a comparison of Arlington's regulations versus the proposed amendments being considered for Denton. Following discussion, the DCRC directed staff to bring the proposed amendments before the Planning and Zoning Commission and City Council for public hearing and consideration.

#### *Planning and Zoning Commission*

The Planning and Zoning Commission considered the Short-Term Rental Code amendments at their February 28, 2024 meeting and voted [5-0] to continue the public hearing to the March 20, 2024 meeting in order to allow staff time to update the proposed amendments based upon discussion held during work session. During work session, the Commission noted areas in the proposed amendments which could be further refined to clarify the intent of the regulations and to eliminate conflicting text. The recommended changes included: update the regulations to use consistent language when referring to registered /permitted short-term rentals, update the regulations to be consistent in describing the length of time a short-term rental registration is valid for, and update the regulations to include additional standards regarding change in ownership for a registered short-term rental.

Below are the updates staff made to the draft regulations following the February 28, 2024 meeting:

- Updated Section 5.3.5.T.2 to remove references to the issuance of a short-term rental permit and instead utilize the term "registration certificate". Registration certificate is consistent with the remainder of the short-term rental regulations, which require each short-term rental to be registered to operate.
- Updated Section 5.3.5.T.6a to reflect all short-term rental registrations shall expire at the end of the calendar year.
- Updated Section 5.3.5.T.3e to require all registration materials be updated within 30 days if there is a change in Local Emergency Contact, property ownership, or property management company for a registered short-term rental.

Following a continuance of the public hearing from the February 28, 2024 meeting, the Short-Term Rental Code amendments were unanimously recommended for approval by the Planning and Zoning Commission [7-0] on March 20, 2024. However, due to continually evolving litigation surrounding Short-Term Rentals, staff determined it was necessary to conduct a broader public notification process for the Short-Term Rental Code amendments including a reconsideration of the proposed code amendments by the Planning and Zoning Commission on May 29, 2024, by providing a mailed notice to property owners instead of following the standard legal notice published in the newspaper as allowed by state law. A total of 29,371 notices were mailed to property owners.

Prior to the May 29, 2024 public hearing, Staff hosted a town hall meeting at the Development Service Center on May 23, 2024 to address questions from the public regarding the proposed amendments. Approximately 20 people attended the town hall meeting, and staff addressed many questions regarding how the proposed amendments were crafted, concerns the amendments are intended to address, and what the next steps in the code amendment process would be.

The Planning and Zoning Commission held the Public Hearing on May 29, 2024. Ten (10) members of the public spoke during the public hearing. Comments ranged from a desire to see no Short-Term Rentals allowed in residential areas, to the regulations were a good start but wanting tighter regulatory controls in residential neighborhoods, to concerns regarding the minimum 100-foot distance separation and the 1,000-



unit cap being too restrictive for operators. Following the public hearing, the Short-Term Rental Code amendments were unanimously recommended for approval [5-0] by the Commission.

*Proposed Amendments:*

To address the concerns identified in the project history above, the DCRC recommended the below Code amendments related to Short-Term Rental uses be presented to the Planning and Zoning Commission and City Council. A summary of the proposed modifications is included below; a redline draft of the relevant DDC Sections with further discussion can be found in Exhibit 3:

- Amend Table 5.2.A Table of Allowed Uses to allow Short-Term Rentals as a permitted use in any Zoning District that allows residential uses by right or by Specific Use Permit; new districts being added include Mixed-Use Downtown (MD), Mixed-Use Regional (MR), Suburban Corridor (SC), Highway Corridor (HC) and General Office (GO).
- Amend Section 5.3 Use-Specific Standards by amending Subsection 5.3.1.D Maximum Persons Occupying a Dwelling Unit to include Short-Term Rentals as an exempt land use from this regulation. This amendment is consistent with recent court rulings as in the case of Zaatari v. City of Austin, 615 S.W.3d 172, 199 [Tex. App. 2019]).
- Amend 5.3.5 Commercial Use Specific Standards, Subsection T. Short-Term Rentals as follows:
  1. *Registration Requirements* – amendments to this Section include: clarification that a single bedroom or a unit may be listed as a Short-Term Rental, requirements to provide management company information (when applicable), clarifies Local Emergency Contact is a defined term in the DDC, and adds additional detail regarding registration submittal requirements.
  2. *Registration Certificates* – this section is a proposed addition to the Short-Term Rental Use Specific Standards to address the results of the short-term rental preference survey, reflecting a desire in residents to maintain the integrity of single-family areas while allowing higher densities of short-term rentals within certain areas of the City. The proposed amendments are differentiated between properties that are within residential versus non-residential zoning districts, which are less likely to be disrupted by the presence of Short-Term Rentals due to current density, and therefore, provide adequate opportunities for this use to operate outside the City’s residential neighborhoods. These differences are outlined below:

*Registration Certificates in Residential Zoning Districts (Rural Residential -Residential 7):*

- One thousand (1,000)- Registration Certificate Limit. The Department of Development Services shall issue a maximum of one thousand (1,000) short-term rental (STR) registration certificates per calendar year in Residential Zoning Districts (Rural Residential -Residential 7). *Note for clarification: registration certificates are per STR unit, and the registration certificate cap applies to all residential use types (single-family, duplex, three-and four-plexes, multi-family, etc.) within the Rural Residential-Residential 7 zoning districts.*
- The Department of Development Services shall process applications in order of receipt and shall issue new registration certificates in the order that complete applications are received.
- If the number of registration certificates reaches the one thousand (1,000)- registration certificates limit, then the Department of Development Services shall stop processing applications and add applicants to a waiting list.
- A maximum of two (2) STR registration certificates may be issued per parcel.
- A short-term rental unit cannot be within 100 feet of an existing short-term rental unit, measured at the property boundary. This does not apply to units on the same parcel.

*Registration Certificates in Non-Residential Zoning Districts:*



- Registered Short-Term Rentals (STR) in Non-Residential Zoning Districts do not count toward the 1,000- registration certificates cap, regardless of what type of residential dwelling the STR is located within.
  - For multifamily developments, no more than 10% of the units within a given development may be registered as a Short-Term Rentals.
  - At least two (2) Short-Term Rentals shall be registration certificates per multifamily development.
  - Short-Term Rentals within Non-Residential Zoning Districts are not subject to the 100-foot separation rule.
3. *Operation* – amendments to this section include: clarification of parking requirements for Short-Term Rentals, specification that Short-Term Rentals may not be advertised as party venues, refinement of language to provide reference to enforcement regulations within the DDC, clarification that a Short-Term Rental may only be operated in a permanent structure, and consolidates existing language.
  4. *Writing Briefing and Safety Features* – amendments to this section are to clarify an owner’s or management’s responsibilities to provide safety information to guests in writing.
  5. *Notification of Approval of Short-Term Rental Registration* – amendments to this section are to clarify when notification of an approved Short-Term Rental shall occur and what information shall be included within the notification.
  6. *Registration Term, Fees, and Revocation* – amendments to this section are to revise and clarify the circumstances under which the Director may revoke a Short-Term Rental permit and specify the appeals procedure for such revocation.
  7. *Right to Inspect Premises* – amendments to this section are to specify the circumstances under which a inspection of a Short-Term Rental may occur.
- *Table 7.9-I: Minimum Required Off-Street Parking* – amendments to this section are to specify the maximum number of vehicles allowed on premise for a Short-Term Rental shall be based upon the number of spaces available on-site.
  - *Section 9.2 Definitions* – amendments to this section are to revise definitions for Short-Term Rental and Local Emergency Contact:
    - Short-Term Rental – this definition is amended to clarify the duration of stay for a Short-Term Rental shall be not less than 24 hours and not greater than 29 consecutive days, as well as allow for a bedroom to be a Short-Term Rental.
    - Local Emergency Contact – this definition is amended to clarify and consolidate the requirements for Local Emergency Contact.

An analysis of this request based upon the DDC’s criteria for approval for code amendments is provided in Exhibit 2.

#### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

<b>Date</b>	<b>Council, Board, Commission</b>	<b>Request</b>	<b>Action</b>
April 23, 2019	City Council	Consider 2019 DDC Update	Approved with an effective date of October 1, 2019
March 13, 2023, March 27, 2023, April 10, 2023, and April 24, 2023	Development Code Review Committee	Consider amendments related to Short-Term Rental uses	Continued discussion at next meeting



June 12, 2023	Development Code Review Committee	Consider amendments related to Short-Term Rental uses	DCRC instructed staff to prepare a Public Engagement Plan in order to receive input from the community
July 19, 2023	Planning and Zoning Commission	Consider amendments related to Short-Term Rental uses removing the primary residency requirement	Recommended approval
July 25, 2023	City Council	Consider amendments related to Short-Term Rental uses removing the primary residency requirement	Approved
September 25, 2023	Development Code Review Committee	Review proposed amendments and results of Public Engagement Survey	Continued discussion to next meeting
October 23, 2023 November 13, 2023, and December 11, 2023	Development Code Review Committee	Consider amendments related to Short-Term Rental Uses	Continued discussion to next meeting
January 8, 2024	Development Code Review Committee	Consider amendments related to Short-Term Rental Uses	DCRC directed staff to proceed with amendments as presented
February 28, 2024	Planning and Zoning Commission	Consider amendments related to Short-Term Rental Uses	Continued public hearing to March 20, 2024
March 20, 2024	Planning and Zoning Commission	Consider amendments related to Short-Term Rental Uses	Recommended approval [7-0]
May 29, 2024	Planning and Zoning Commission	Consider amendments related to Short-Term Rental Uses	Recommended approval [5-0]
June 4, 2024	City Council	Consider amendments related to Short-Term Rental Uses	Continued to July 23, 2024 [7-0]

### **PLANNING AND ZONING COMMISSION**

As stated earlier in the report, on May 29, 2024, the Planning and Zoning Commission considered the proposed amendments for the second time, held a public hearing, and voted [5-0] to recommend approval of the proposed amendments to the DDC as presented. Motion for approval was made by Commissioner Villarreal and seconded by Commissioner Pruett.

(continued on next page)



## **OPTIONS**

1. Approval
2. Approval with conditions
3. Denial
4. Postpone Item

## **RECOMMENDATION**

Staff recommends **approval** of the amendments related to Short-Term Rentals as the proposed amendments meet the established criteria for approval for Code Text Amendments as outlined in Section 2.7.4D of the DDC.

See Exhibit 2 for Staff Analysis.

## **EXHIBITS**

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Staff Analysis

Exhibit 3 - Redline Markups

Exhibit 4 - Short-Term Rental Preference Survey Results

Exhibit 5 - Survey Summary Presentation

Exhibit 6 - Public Comment (includes letter from Greater Denton/Wise County Association of Realtors)

Exhibit 7 - Draft Ordinance

Exhibit 8 - Presentation

Respectfully submitted:

Tina Firgens, AICP

Deputy Director of Development Services/  
Planning Director

Prepared by:

Angie Manglaris, AICP

Development Review Manager



# Staff Analysis

## DCA23-0002g/ Short-Term Rental Code Amendments

### REQUEST:

This is a city-initiated Code amendment to the Denton Development Code (DDC) related to Short-Term Rental uses, specifically amendments to Table 5.2-A: Table of Allowed Uses, Section 5.3.1 Use-Specific Standards - Generally, Section 5.3.5: Commercial Use-Specific Standards, Table 7.9-I: Minimum Required Off-Street Parking, and Section 9.2: Definitions related to the regulation of Short-Term Rentals.

### CONSIDERATIONS:

Section 2.7.4D of the DDC states that an application for a DDC text amendment may be approved upon consideration of the following criteria as to whether and to what extent the proposed amendment:

1. *Is consistent with the Comprehensive Plan, other adopted plans, and other city policies;*

The proposed Code amendments related to Short-Term Rental (STR) uses are consistent with the following Comprehensive Plan policies and actions related to ensuring the continued viability of Denton's established neighborhoods:

- **Action Item 7.8.2** Prevent impacts and encroachments of incompatible uses, development scales, and intensities through adherence to the established land use standards and urban design principles.
- **Action Item 7.7:** Establish tools and strategies to enhance the quality and character of housing and neighborhoods.
- **GOAL HN-2:** Ensure the continued viability of Denton's established neighborhoods through thoughtful conservation.

The proposed Code amendments are consistent with the Denton Development Code's purpose statements that promote the health, safety, and general welfare of its inhabitants and implementing the City's Comprehensive Plan:

- **Subsection 1.2.1.** Promote the health, safety, and general welfare of the City's inhabitants.
- **Subsection 1.2.2** Implement the City's comprehensive plan - the City's guide in managing growth, promoting reinvestment, and improving the quality of life of the citizens of Denton.
- **Subsection 1.2.7** Encourage the appropriate use of land, buildings, and structures.

*As shown in Exhibit 4, the results of the public engagement survey showed that there are concerns related to the impacts of STRs on established residential neighborhoods. These amendments are intended to limit those impacts and strengthen the City's ability to enforce STR regulations as nuisance issues arise.*

2. *Does not conflict with other provisions of this DDC or other provisions in the Municipal Code of Ordinances;*

The proposed Code amendments do not conflict with any provisions of the DDC or Municipal Code of Ordinances. The proposed Code amendments introduce new permitting regulations (i.e. 1,000-registration certificate limitation in residential zoning



districts) for Short-Term Rentals to the DDC, as well as provide clarification, reduce duplication, and remove potential conflicts with other provisions of the DDC relating to the regulation of Short-Term Rentals.

3. *Is necessary to address a demonstrated community need;*

This proposed city-initiated Code amendment to the Denton Development Code is needed for the following reasons:

- Ensure compliance with recently established legal precedent related to municipal regulation of Short-Term Rentals, including cases from New Orleans, Louisiana and Arlington, Texas.
- Address resident concerns surrounding Short-Term Rental uses and protect the character of established residential neighborhoods.
- Strengthen enforcement of the Short-term Rental regulations to ensure compliance with the DDC and assist with the collection of Hotel Occupancy Taxes for all operating properties.
- Provide additional language within the Short-Term Rental regulations to address notification and Local Emergency Contact requirements of Short-Term Rental operators.
- Strengthen enforcement regulations regarding when the Director may revoke a Short-Term Rental permit and establish procedures to appeal the determination.

4. *Is necessary to respond to a substantial change in conditions and/or policy; and*

- The City desires to amend the DDC to ensure consistency with existing city policies and recent court rulings regarding this land use. In addition, the City desires to amend the DDC to address resident concerns surrounding Short-Term Rental uses and protect the character of established residential neighborhoods.

5. *Is consistent with the general purpose and intent of this DDC.*

The proposed Code amendments are consistent with the general purpose and intent of the DDC as described above with Consideration 1.



## Draft Short-Term Rental Code Amendments

Amend Table 5.2-A: Table of Allowed Uses as follows:

**Table 5.2-A: Table of Allowed Uses**

P = permitted S = specific use permit required Blank cell = use prohibited \* = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Commercial Uses																	
LODGING FACILITIES																	
Short-Term Rental	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+				5.3.5T

**Commented [MA1]:** The purpose of the Code amendment is to allow Short-Term Rentals in Zoning Districts that allow residential uses by right or by Specific Use Permit.

Amend Section 5.3.5T as follows:

### T. Short-Term Rental

#### 1. Registration Requirements

No person or entity shall advertise, offer to rent, or rent, lease, sublease, license, or sublicense a residential property dwelling unit or bedroom within the city as a short-term rental for which a registration has not been properly made and filed with the Development Services Department. Registration shall be made upon forms furnished by the city for such purpose and shall specifically require the following minimum information:

- Name, address, phone number and e-mail address of the property owner and the management company (if applicable) of the short-term rental property;
- Verification that the proposed short-term rental property dwelling unit or bedroom is managed by the property owner or by a management company;
- Name, address, phone number and e-mail address of the designated Local Emergency Contact local emergency contact;
- The maximum number of occupants permitted for the dwelling unit or sleeping room in accordance with Subsection 5.3.1D: Maximum Persons Occupying a Dwelling;
- If the applicant does not own the property where the short-term rental is located, the registrant must provide written authorization, signed by the property owner before a notary public, authorizing the registrant to operate a short-term rental on the premises.

**Commented [MA2]:** The purpose of the Code amendment is to clarify that an entire unit or a single bedroom can be a Short-Term Rental.

**Commented [MA3]:** The purpose of the Code amendment is to obtain information of the management company managing the Short-Term Rental, if applicable.

**Commented [MA4]:** The purpose of the Code amendment is to capitalize Local Emergency Contact to let the reader know that a definition is provided in Section 9.2 Definitions of the DDC.

**Commented [MA5]:** The purpose of the Code amendment is to clarify that written authorization is required by the property owner.



- e. A submission of a sketch floor plan of the dwelling dimensional room layout; and
- f. A site plan/survey of the property indicating maximum number of vehicles that can be legally parked on the property, without encroaching onto streets, sidewalks or alleys, other public rights-of-way or public property. The site plan/survey is required to ensure compliance with Section 5.3.5T.2.c.

**Commented [MA6]:** The purpose of the Code amendment is to provide reason for the site plan/survey requirement.

## 2. Registration Certificates

### a. Residential Zoning Districts

**Commented [MA7]:** "Registration Certificate" is consistent with the language our Zoning Compliance Officers use and with the language within this ordinance.

- i. One thousand (1,000)- Registration Certificate Limit. The Department of Development Services shall issue a maximum of one thousand (1,000) short-term rental registration certificates per calendar year in Residential Zoning Districts (RR-R7). Registration certificates are per short-term rental unit, and the registration certificate cap applies to all residential use types (including multi-family) in residential districts.
- ii. The Department of Development Services shall process applications in the order of receipt and shall issue new registration certificates in the order that complete applications are received.
- iii. If the number of registration certificates reaches the one thousand (1,000)- registration certificate limit, then the Department of Development Services shall stop processing applications and add applicants to a waiting list.
- iv. A maximum of two (2) short-term rental registration certificates may be issued per parcel.
- v. A short-term rental unit cannot be within 100 feet of an existing short-term rental unit, measured at the property boundary. This does not apply to units on the same parcel.
- vi. All short-term rental registration certificates expire on December 31 of each calendar year.
- vii. Renewal season takes place from November 1 through December 31 of each year. Only renewal applications are accepted during this time.

**Commented [MA8]:** The purpose of this Code amendment is to establish a 1,000-permit cap and a distance separation requirement for Short-Term Rentals in residential zoning districts.

### b. Non-residential Zoning Districts

- i. Registered short-term rentals in non-residential zoning districts do not count toward the one thousand (1,000)- registration certificate cap.
- ii. In multifamily developments, no more than 10% of the units within a given development may be registered as a short-term rental.
- iii. At least two (2) short-term rental units shall be allowed per multifamily development.
- iv. Short-term rentals within non-residential zoning districts are not subject to the 100-foot separation rule.

**Commented [MA9]:** The purpose of this Code amendment is to clarify that Short-Term Rentals in non-residential Zoning districts do not count towards the 1,000-registration certificate cap, nor are they subject to the distance separation requirement.



## 2.3. Operation

### a. External Signage

There shall be no external on-site or off-site advertising signs or displays indicating the property is a short-term rental.

### b. Limit on Occupants Allowed

No more than two adult guests per bedroom, plus no more than two additional adults shall be allowed when renting a property as a short-term rental, except that there shall be a maximum occupancy of 10 persons, adults and children.

### c. Limits on Number of Vehicles

~~There shall be a maximum of one vehicle per bedroom, or the maximum number of vehicles that can be accommodated within the garage and driveway, without extending over the public rights of way (alleys and sidewalks), whichever is less. The maximum number of vehicles allowed at a short-term rental shall be limited to the number of available off-street parking spaces.~~

**Commented [MA10]:** The purpose of this Code Amendment is to clarify parking requirements for Short-Term Rentals

### d. Advertisements and Contracts

Any advertisement of the property as a short-term rental and all rental contracts must contain language that specifies: the allowed maximum number of occupants; ~~and maximum number of vehicles; and states that the short-term rental may not be used for the sole or primary purpose of having a party venue.~~

**Commented [MA11]:** The purpose of the Code amendment is to clarify that Short-Term Rentals shall not be used for the sole or primary purpose of having a party venue.

### e. Other Restrictions and Enforcement

~~It is unlawful: The following actions are violations of this DDC and are enforceable as established in Section 1.6 Enforcement Actions.~~

**Commented [MA12]:** The purpose of the Code amendment is to provide the Enforcement Actions Section of the DDC.

i. ~~To advertise, offer, operate or allow to be operated as a short-term rental without first registering, in accordance with this DDC, the property in which the rental is to occur;~~

**Commented [MA13]:** The purpose of the Code amendment is to consolidate two provisions (i and ii) into one.

ii. ~~To advertise or offer a short-term rental without first registering, in accordance with this DDC, the property in which the rental is to occur; documented advertisement of the subject property as a short-term rental, online or offline, shall be considered evidence of a violation of this DDC;~~

~~iii.ii.~~ To operate a short-term rental that does not comply with all applicable city and state laws and codes;

~~iv.iii.~~ To operate a short-term rental without paying the required hotel occupancy taxes;

~~v.iv.~~ To offer or allow the use of a short-term rental for the sole or primary purpose of having a party venue (e.g. wedding reception, concert, bachelor or bachelorette party, or any similar activity that would assemble large numbers of attendees);

vi. ~~To fail to include a written prohibition against the use of a short-term rental for having a party in every advertisement, listing, or other publication offering the premises for rent; and~~

v. ~~Permit To permit~~ the use of short-term rental for the purpose of: housing sex offenders; operating a structured sober, recovery or other purpose

**Commented [MA14]:** The purpose of the Code amendment is to delete a provision already addressed in the previous Advertisements and Contracts Section above.



living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business;

vi. To fail to update all required registration materials within 30 days if there is a change in Local Emergency Contact, property ownership, or property management company for a registered short-term rental.

vii. To operate a short-term rental in a vehicle. Refer to Chapter 17, Section 17-2 of the City's Municipal Code of Ordinances for the definition of vehicle and Section 17-101.A (12) prohibiting the use a vehicle for living or sleeping quarters;

viii. To operate a short-term rental within a non-permanent structure;

ix. To not have a Local Emergency Contact available to respond to complaints; and

vii.x. To not correct any violation(s) found during inspection.

**Commented [MA15]:** The purpose of the Code amendment is to clarify that a RV or a travel trailer cannot be used as a Short-Term Rental.

**Commented [MA16]:** The purpose of the Code amendment is to clarify that a non-permanent structure cannot be used as a Short-Term Rental.

#### 3-4. Brochure-Written Briefing and Safety Features

##### a. **Informational Brochure-Written Briefing**

Each registrant operating a short-term rental shall provide to guests, in writing, a brochure or e-brochure that includes:

i. The registrant's 24-hour contact information of the designated Local Emergency Contact;

ii. A local responsible party's 24-hour contract information if the owner is not within the city limits when guests are renting the premises;

iii.ii. Pertinent neighborhood information including, but not limited to, parking restrictions, restrictions on noise and amplified sound, and trash collection schedules; and

iv.iii. Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire, and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates.

**Commented [MA17]:** The purpose of the Code amendment is to consolidate two provisions (i and ii) into one and to clarify the contact information of the designated Local Emergency Contact shall be provided in the Informational Brochure.

##### b. **Safety Features**

Each short-term rental registrant shall provide, in the premises, working smoke detectors in accordance with adopted codes, at least one working carbon monoxide detector and alarm, and one working fire extinguisher. The premises shall, otherwise comply with all applicable City regulations, including but not limited to Building and Fire Codes.

#### 4-5. Notification of Approval of Short-Term Rental Registration

Within 10 days of the approval of a short-term rental registration, the city shall send notice to all property owners within 100 feet of the subject property, and shall include the contact information of the designated Local Emergency Contact-24-hour complaint line, and pertinent information about standards regulating short-term rentals.



5.6. Registration Term, Fees, and ~~Renewal~~ Revocation

- a. All short-term rental registrations approved under this DDC ~~shall be valid for a period of one year from the date of its issuance~~ shall expire on December 31 of each calendar year.
- b. The fee for registration of a short-term rental is identified in the City's adopted Fee Schedule. ~~Administrative Criteria Manual.~~  
The Director may revoke a short-term rental registration Upon receipt of an application for renewal of the registration, the Director may deny the renewal if there is reasonable cause to believe that:
  - i. ~~The registrant has plead no contest to or been convicted of a violation of any ordinance of the city, or any state, or federal law on the premises or has permitted such a violation on the premises by any other person; or~~
  - ii. ~~There are grounds for suspension, revocation, or other registration sanction as provided in this DDC or other applicable city codes.~~

**Commented [MA18]:** The December 31 expiration date is consistent with the registration certificate expiration noted in Section 2 of this Subsection.



c. In lieu of the revocation standards in Subsection 1.6.5B.4, the Director may revoke a short-term rental registration if the registrant has:

1. Received three notices for violations of the Property Maintenance Code or citations for violations of the Denton Development Code, any other ordinance of the city, or any state or federal law on the premises within the preceding 12-month time period. Examples of such violations include, but are not limited to, noise violations, trash and debris violations, violations for parking vehicles in a manner that impedes the sidewalk or is on an unimproved surface; or

2. Knowingly permitted three notices for violations of the Property Maintenance Code or citations for violations of the Denton Development Code, any other ordinance of the city, or any state or federal law on the premises by any other person within the preceding 12-month time period; or

3. Knowingly made a false statement on the registration application.

d. Notice of the revocation shall be given to the registrant in writing, served by certified United States mail to the registrant's mailing address on record. The revocation shall become effective fourteen (14) days from the date of mailing.

e. ~~The Director's decision is final~~ The Director's decision is final unless the owner files a written appeal pursuant to the procedures established in Subsection 2.8.3: Appeal of Administrative Decision.

f. In the event registrant's short-term rental registration is revoked by the Director and the registrant fails to successfully appeal the Director's decision, no second or additional registration shall be issued for a short-term rental on the premises for 12 months of the date such registration was revoked.

**Commented [MA19]:** The purpose of this language is to specify the revocation standards for STRs varies from the procedures outlined in 1.6.5B.4

**Commented [MA20]:** The purpose of the Code amendment is to clarify that the Director may revoke a Short-Term Rental registration at any time for reasonable cause. In addition, to clarify how and when a revocation can occur.

**Commented [MA21]:** The purpose of this Code Amendment is to refer to the Subsection in the DDC which outlines the appeals process.

#### 6.7. Right to Inspect Premises

The City of Denton reserves the right, with reasonable notice to the owner, to inspect the residential premises dwelling unit or bedroom to determine compliance with this DDC as well as other applicable city codes.

a. If only a portion of the premises (bedroom) is offered for rent, then that portion, plus shared amenities and points of access, may be inspected.

b. If, upon completion of an inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for a violation to be corrected prior to renewal of registration-its occupancy.

c. Inspections shall be required within six (6) months for all new registrations, when a registration is transferred to another owner, or when additions or modifications are performed to the property which requires a City building permit. Inspections may be required for renewals or upon a violation of any ordinance of the city, state, or federal law.

**Commented [MA22]:** The purpose of the Code amendment is to clarify how and when inspections of Short-Term Rentals can occur.



d. Inspections shall occur between the hours of 8:00 a.m. and 5:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life, or severe property damage, the building official or designee may enter the short-term rental at any time and upon presentation of identification without the owner's permission.

Amend Section 5.3.1D Maximum Persons Occupying a Dwelling as follows:

No single dwelling unit shall have more than four unrelated persons residing therein, nor shall any "family" have, additionally, more than four unrelated persons residing with such family. Hotels, motels, bed and breakfast establishments, boarding houses, chapter house, ~~and~~ dormitories, Community Homes, Group Homes, Elderly Housing, and Short-Term Rentals are exempt from this requirement. Additionally, any organization or institutional group that receives federal or state funding for the care of individuals is exempt from this requirement.

**Commented [MA23]:** The purpose of the Code amendment is to also exempt Short-Term Rentals from the general requirement of Section 5.3.1D.

Amend Table 7.9-I: Minimum Required Off-Street Parking as follows:

**Table 7.9-I: Minimum Required Off-Street Parking**

Short-Term Rental: ~~1 space per guestroom~~ The maximum number of vehicles allowed at a short-term rental shall be limited to the number of available off-street parking spaces.

Amend Section 9.2 Definitions as follows:

**Short-Term Rental**

The rental of an entire dwelling unit or bedroom for monetary consideration for a period of time not less than 24 hours and not more than 29 consecutive days ~~less than 30 consecutive days~~, not including a bed and breakfast, boarding or rooming house, hotel, or motel. This definition does not include offering the use of one's property where no fee is charged or collected.

**Commented [MA24]:** The purpose of the Code amendment is to clarify how long a Short-Term Rental can occur.

**Local Emergency Contact**

~~An individual other than the applicant, who resides within 20 miles of the subject property, and who is designated by the owner/applicant to act as the owner's authorized agent if the owner has traveled outside of the immediate area or is otherwise unavailable. The local emergency contact should be reachable. The property owner, registrant, or individual designated by the property owner who is available on a 24-hour basis, have access to the Short-Term Rental Property, and be authorized by the owner to act in the owner's absence to address any complaints, disturbances, and emergencies.~~

**Commented [MA25]:** The purpose of the Code amendment is to simplify the definition of Local Emergency Contact.



# Short-Term Rental Survey

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## SURVEY RESPONSE REPORT

18 August 2023 - 11 September 2023

PROJECT NAME:

Short-Term Rental

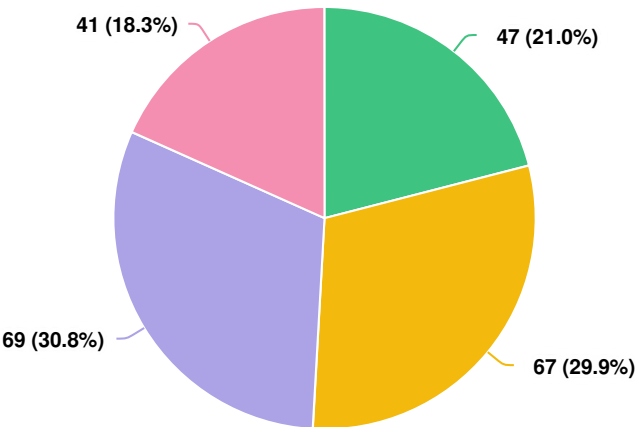




# SURVEY QUESTIONS



Q1 | When traveling, how often do you use short-term rentals?



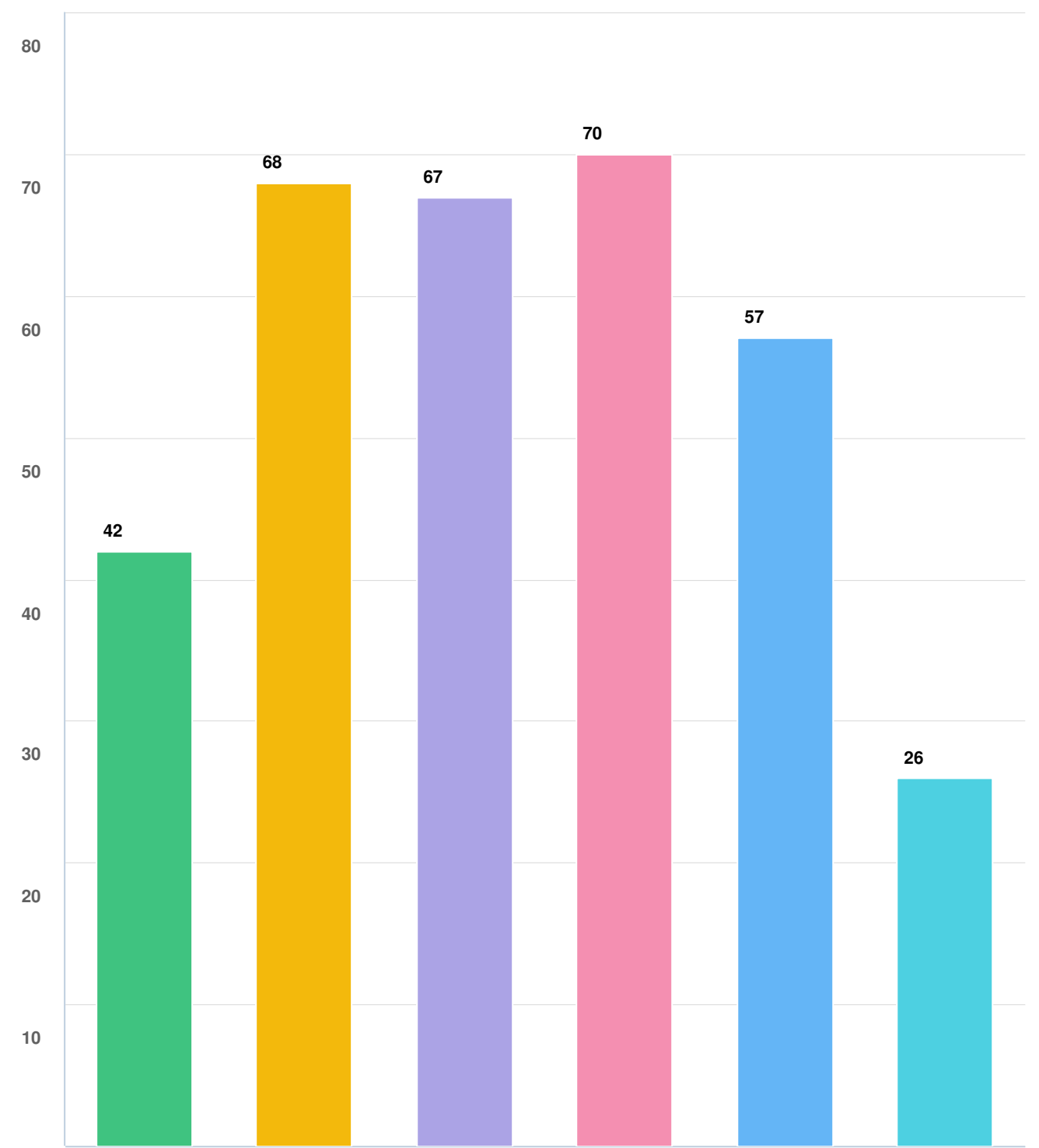
Question options

Always/Often   Sometimes   Rarely   Never

Optional question (224 response(s), 0 skipped)  
Question type: Radio Button Question



Q2 How long have you stayed at a short-term rental?Click all that apply.



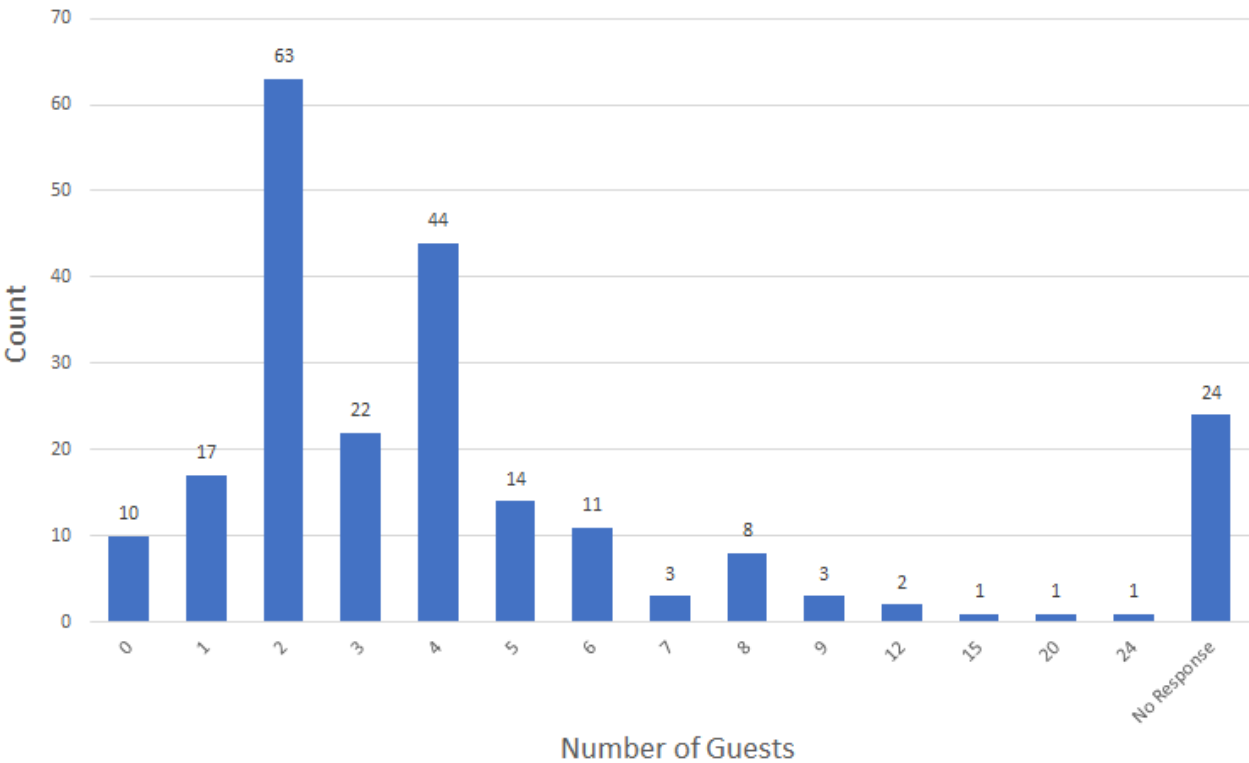
Question options

1 Day 2 Days 3 Days 4 - 6 Days A Week More than a Week

Optional question (193 response(s), 31 skipped)  
Question type: Checkbox Question



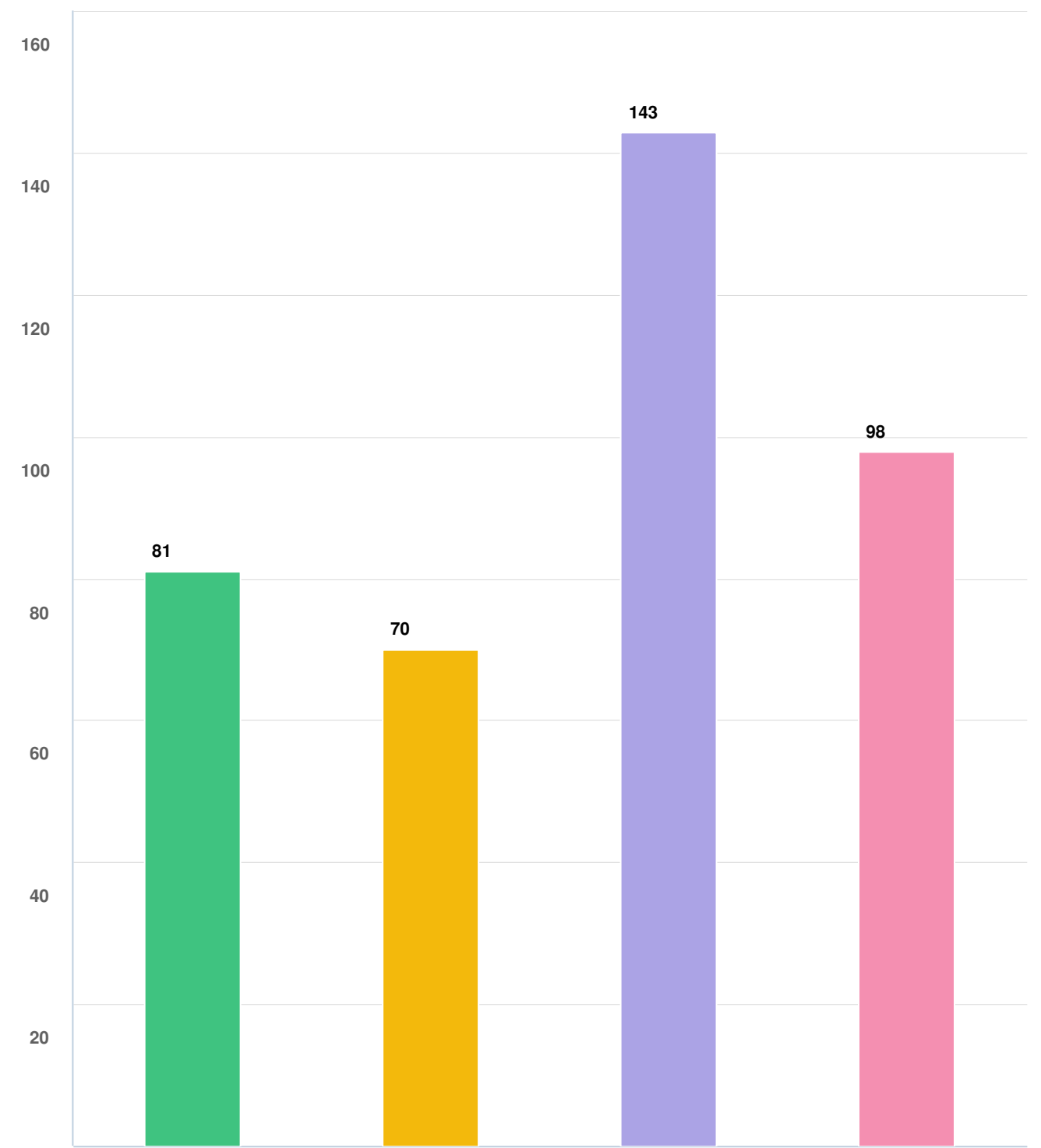
**Q3** How many guests (including yourself) do you normally stay with in a short-term rental?



**Optional question** (200 response(s), 24 skipped)  
**Question type:** Number Question



**Q4** | Where were the short-term rentals you have stayed at located? Click all that apply.



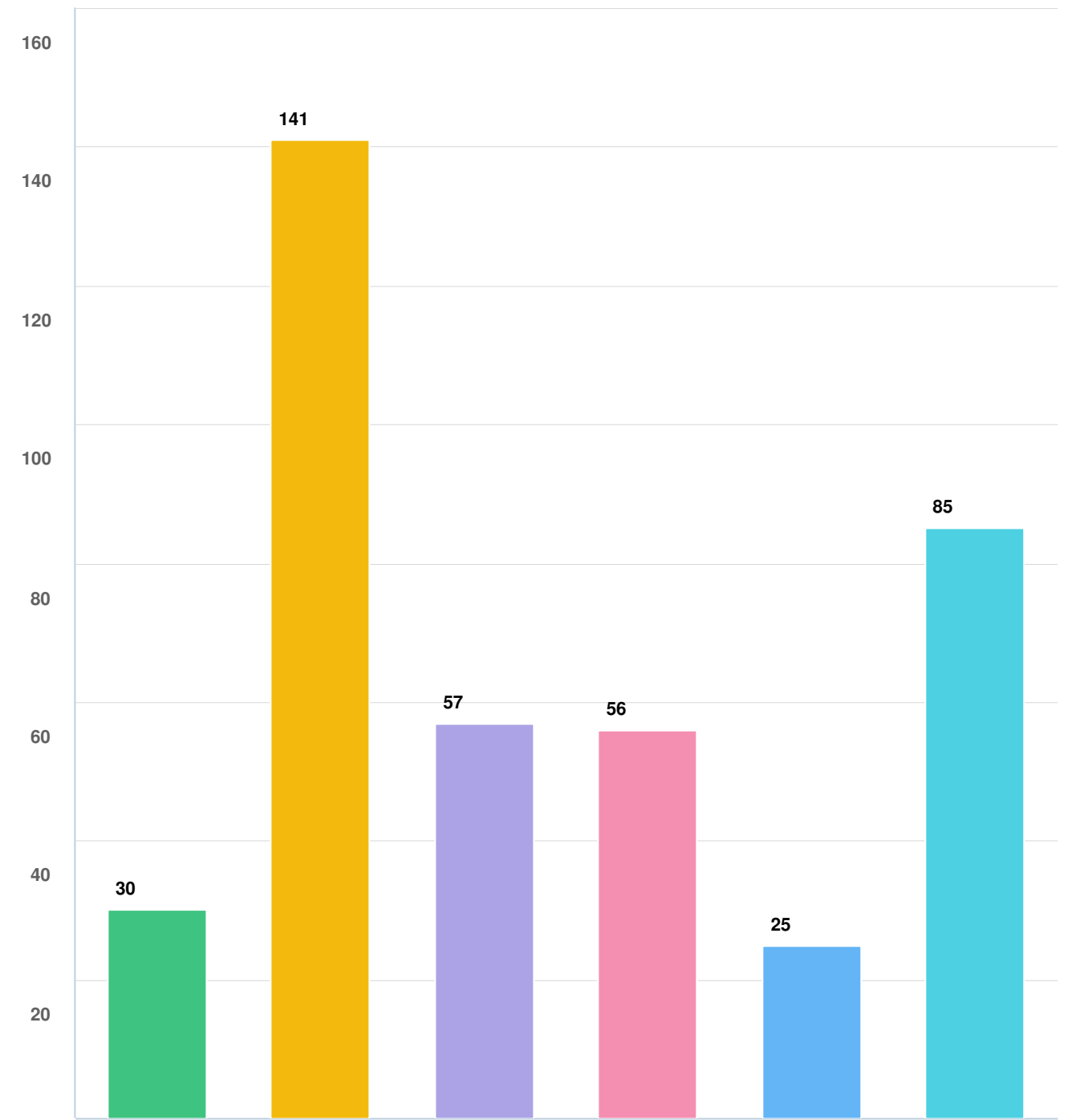
**Question options**

● Downtown Area    ● Near Shopping and Restaurants    ● Near a Beach, Mountain, or Lake    ● Residential Neighborhood

Optional question (190 response(s), 34 skipped)  
Question type: Checkbox Question



**Q5** What type of dwelling places are the short-term rentals you have stayed at been?Check all that apply.

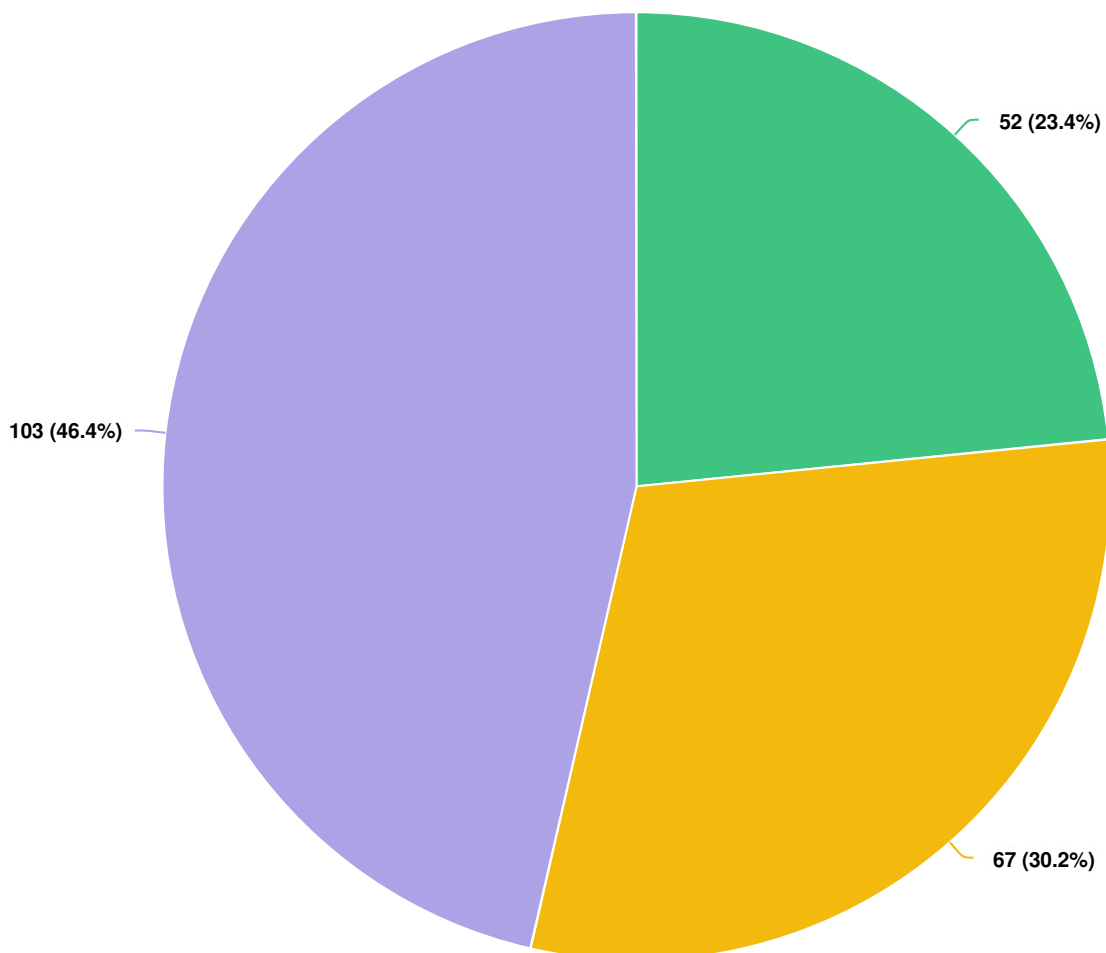


- Question options**
- Bedroom
  - Single-Family Detached Home
  - Accessory Dwelling Unit (granny flat, garage apartment, mother-in-law suite, etc.)
  - Townhome
  - Duplex
  - Apartment/Condominium

Optional question (191 response(s), 33 skipped)  
Question type: Checkbox Question



**Q6** Do you currently live near a short-term rental?



**Question options**

☒ Yes ☐ No ☐ Unsure

*Optional question (222 response(s), 2 skipped)  
Question type: Radio Button Question*



**Q7** As short-term rentals register in Denton, which of the following experiences associated with short-term rentals do you think will happen? Rank all that apply on a scale from "definitely disagree" to "definitely agree".



Optional question (224 response(s), 0 skipped)

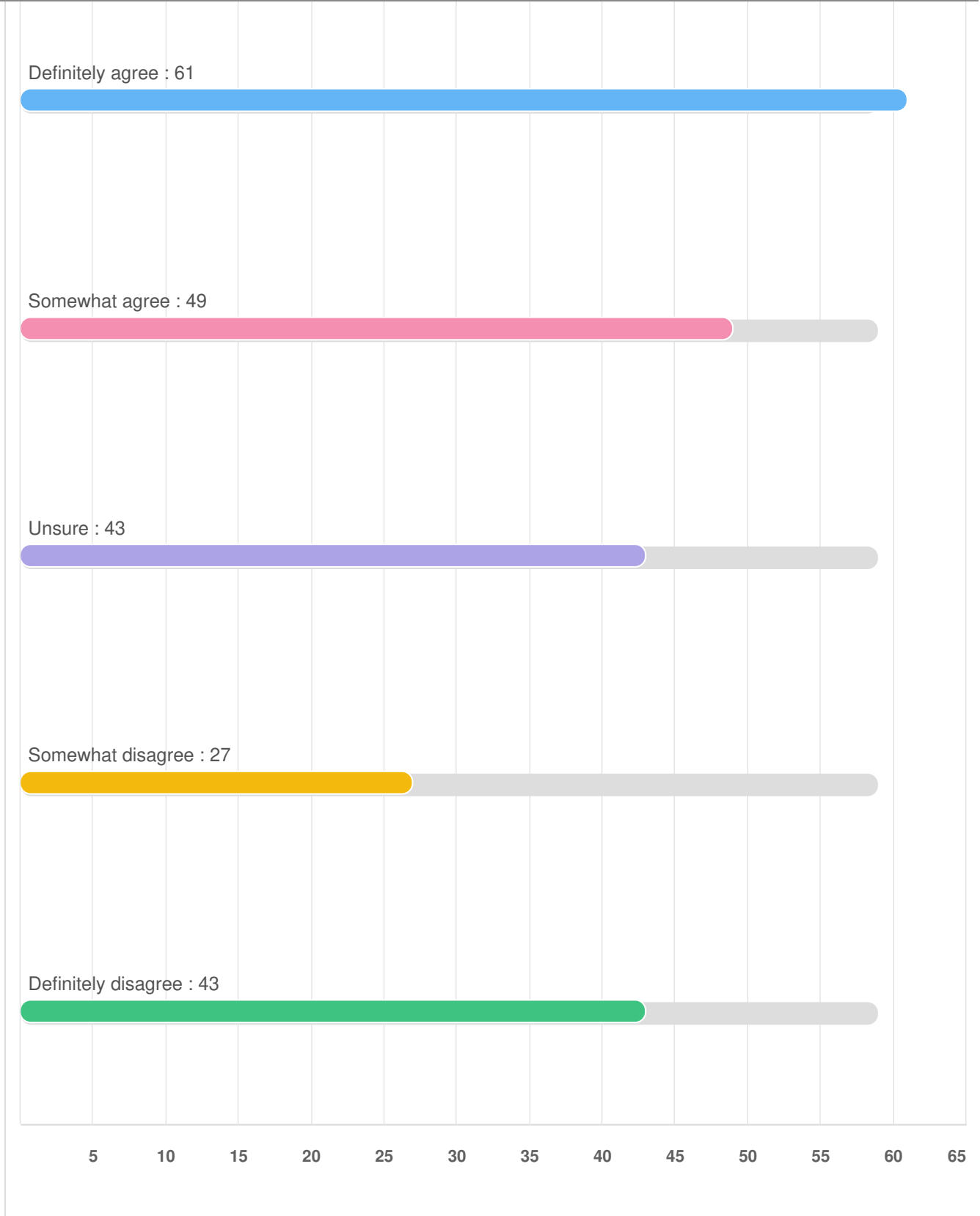
Question type: Likert Question



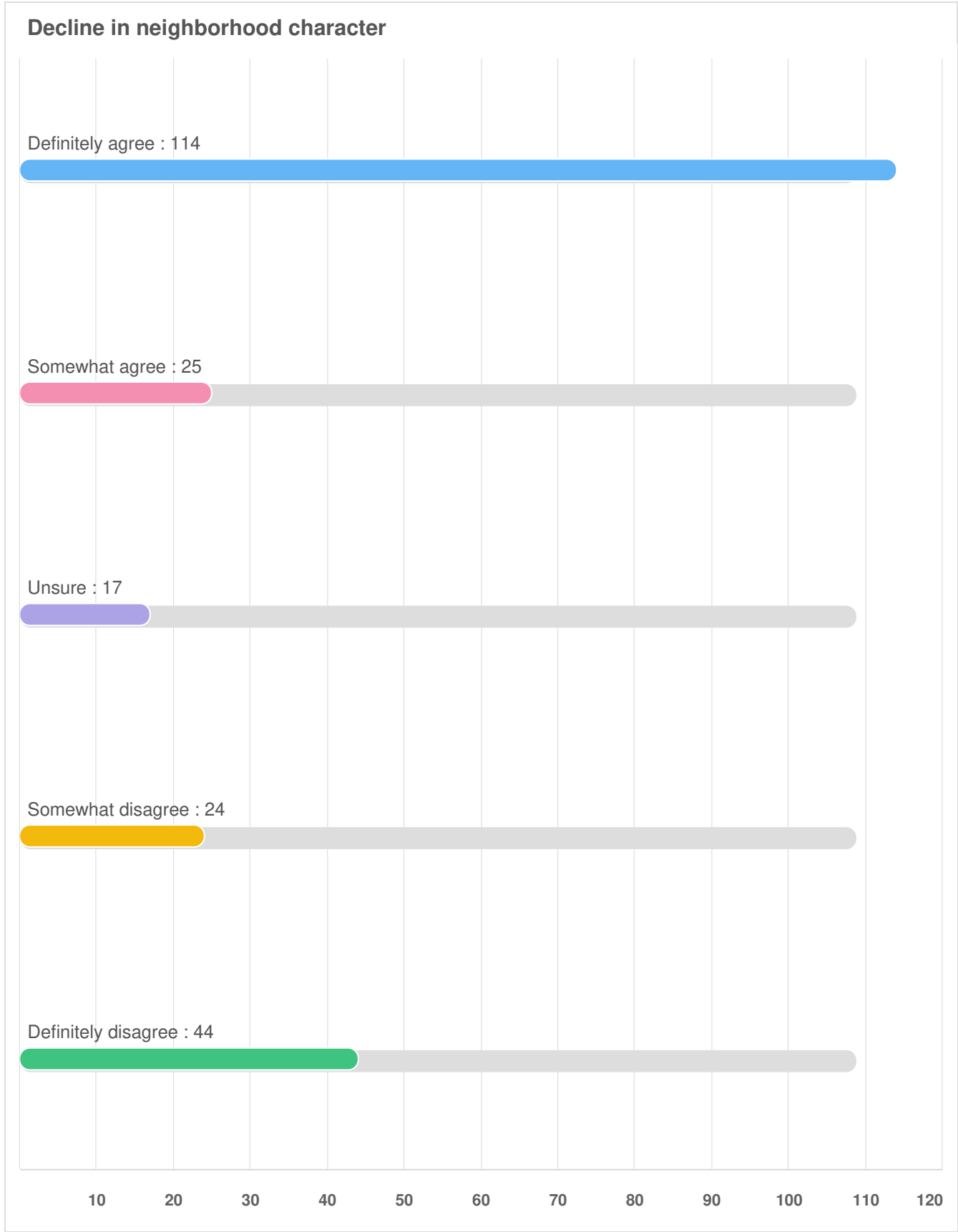
**Q7** | As short-term rentals register in Denton, which of the following experiences associated with short-term rentals do you think will happen? Rank all that apply on a scale from "definitely disagree" to "definitely agree".

Increase in convenient lodging for guests

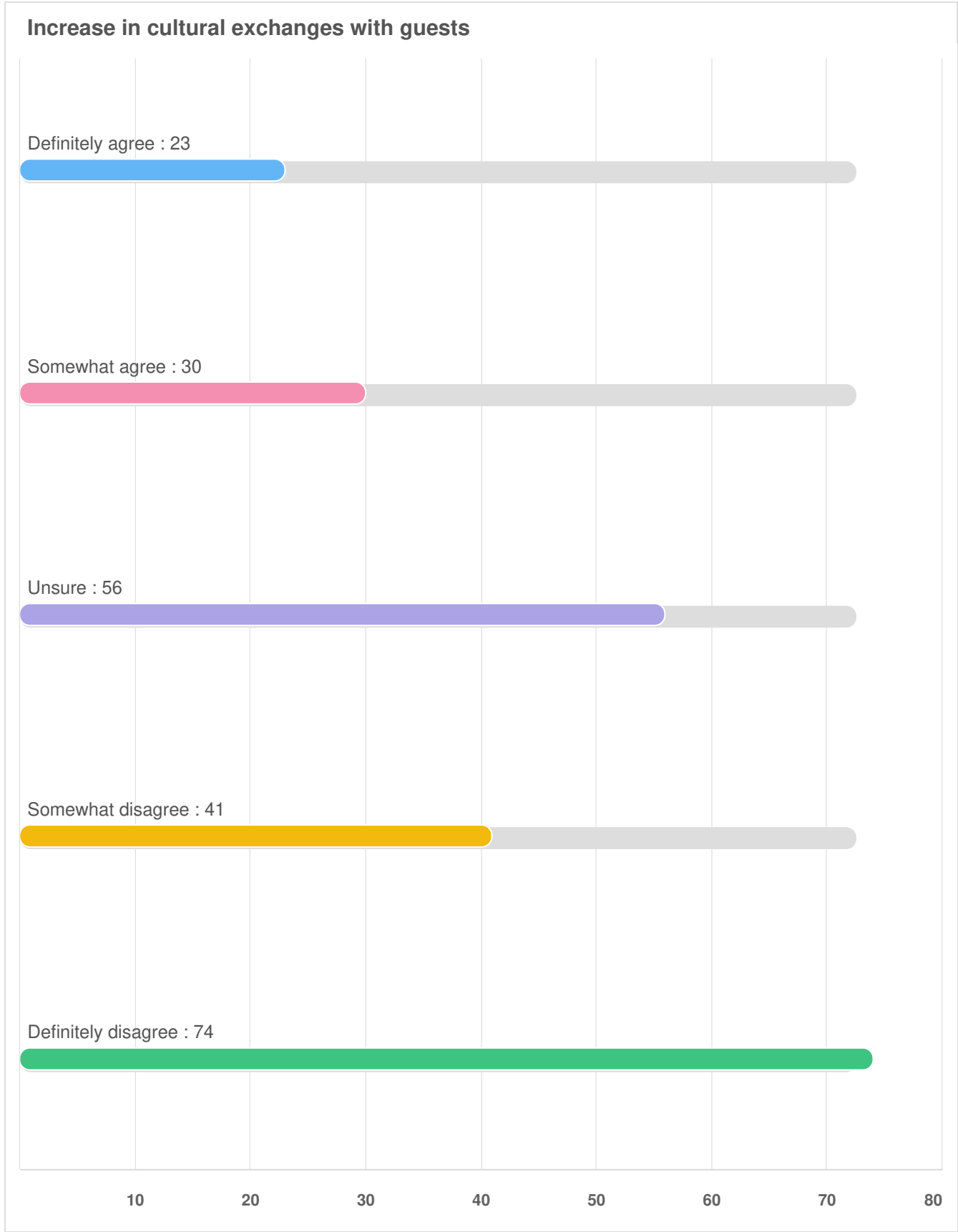




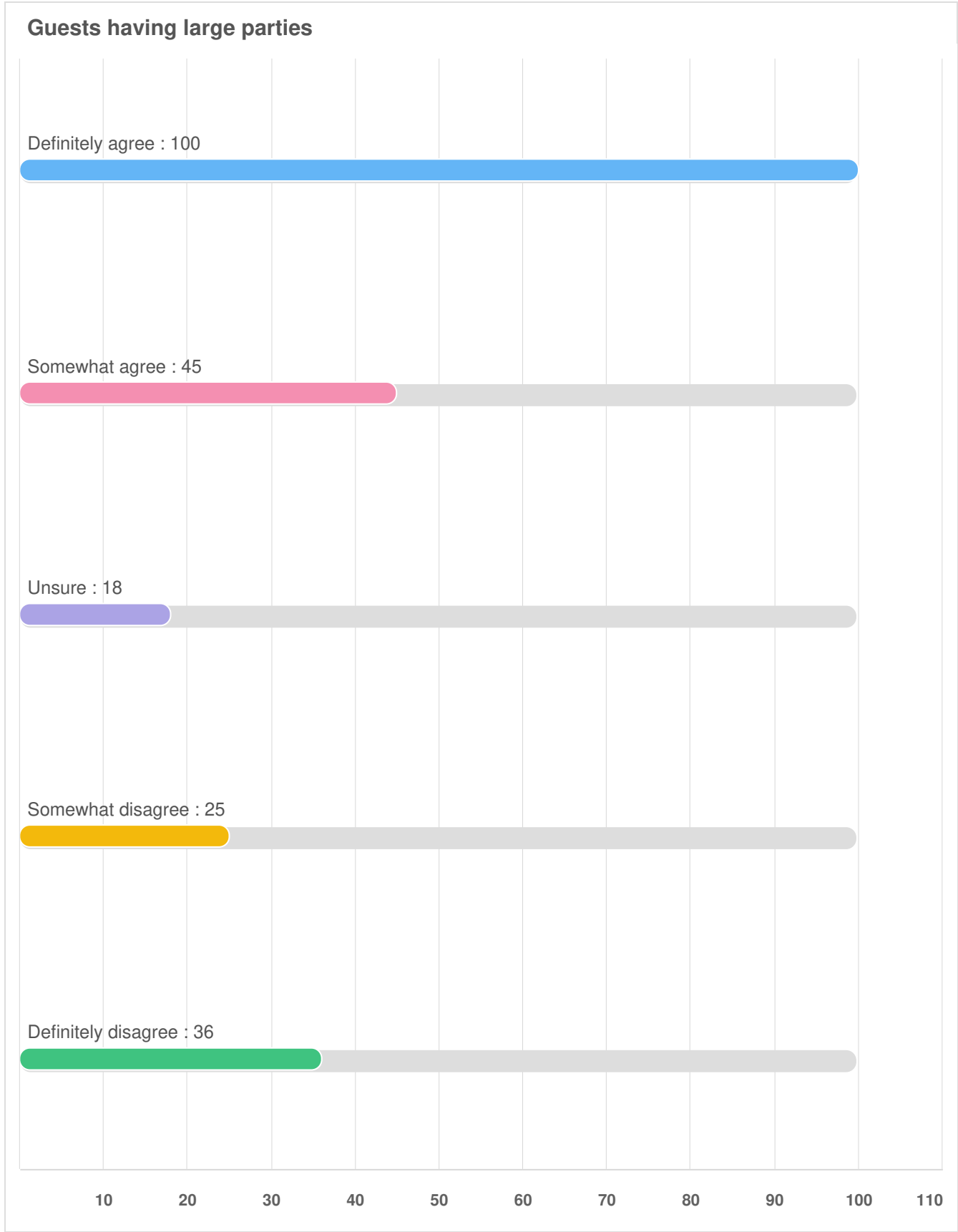




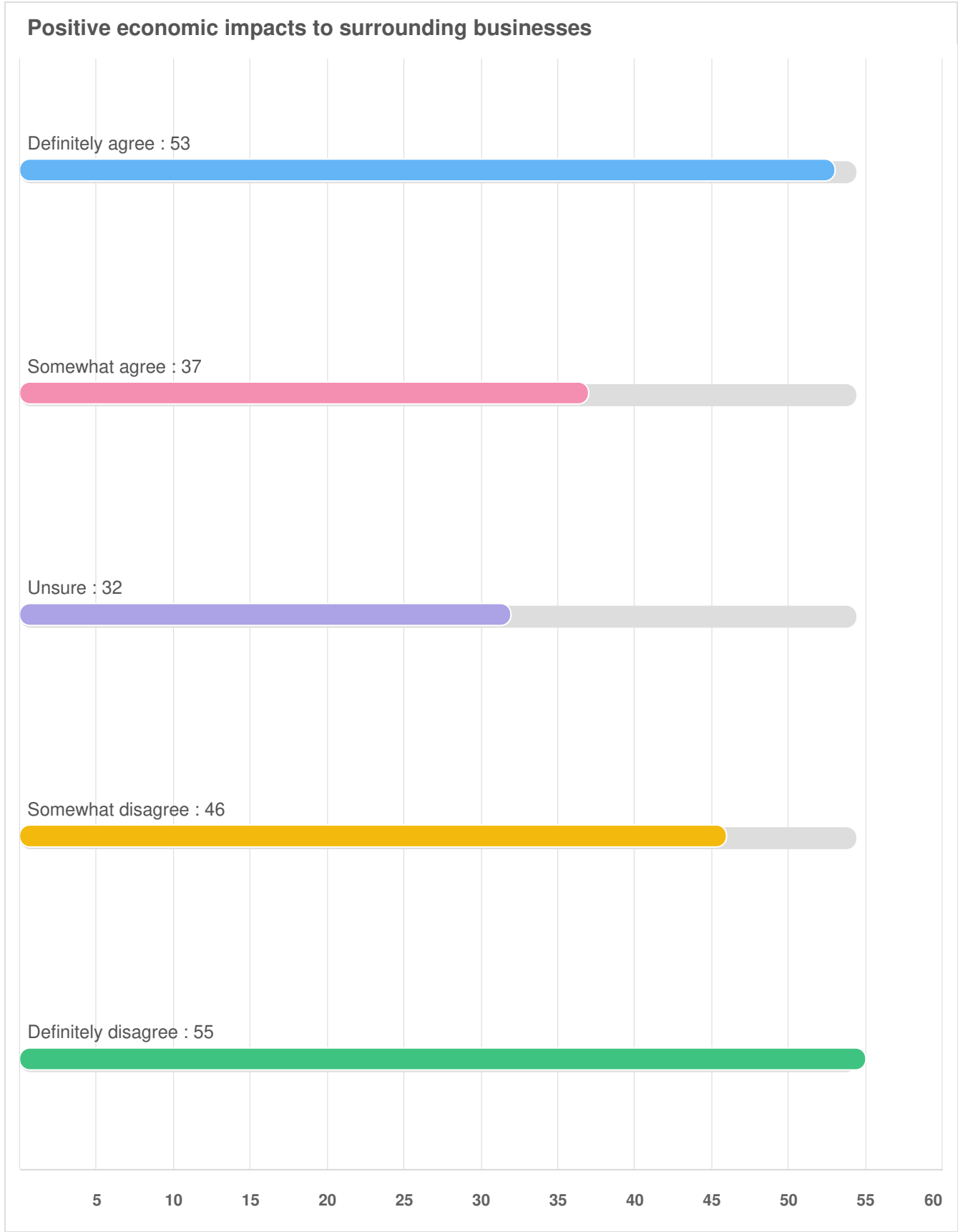




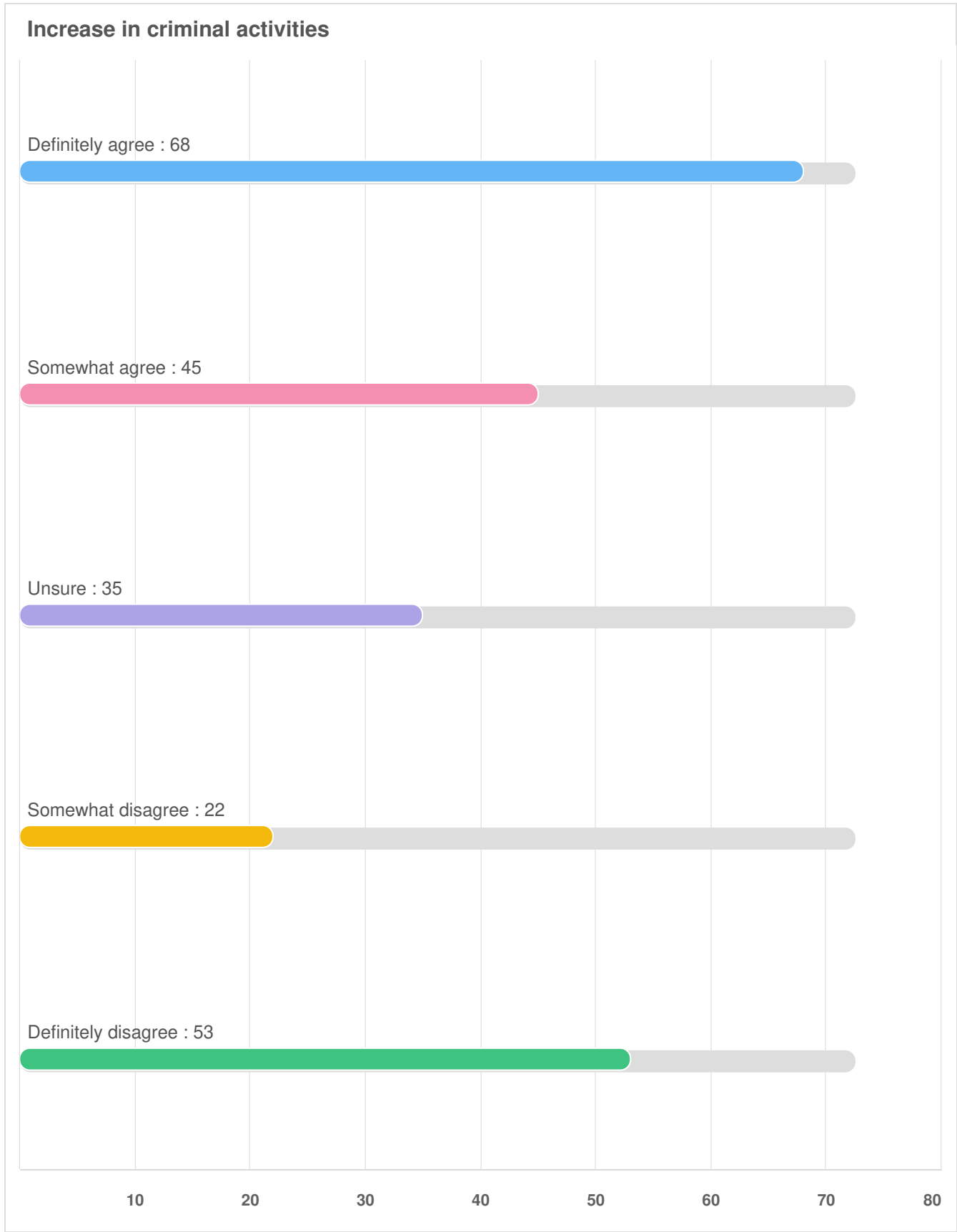




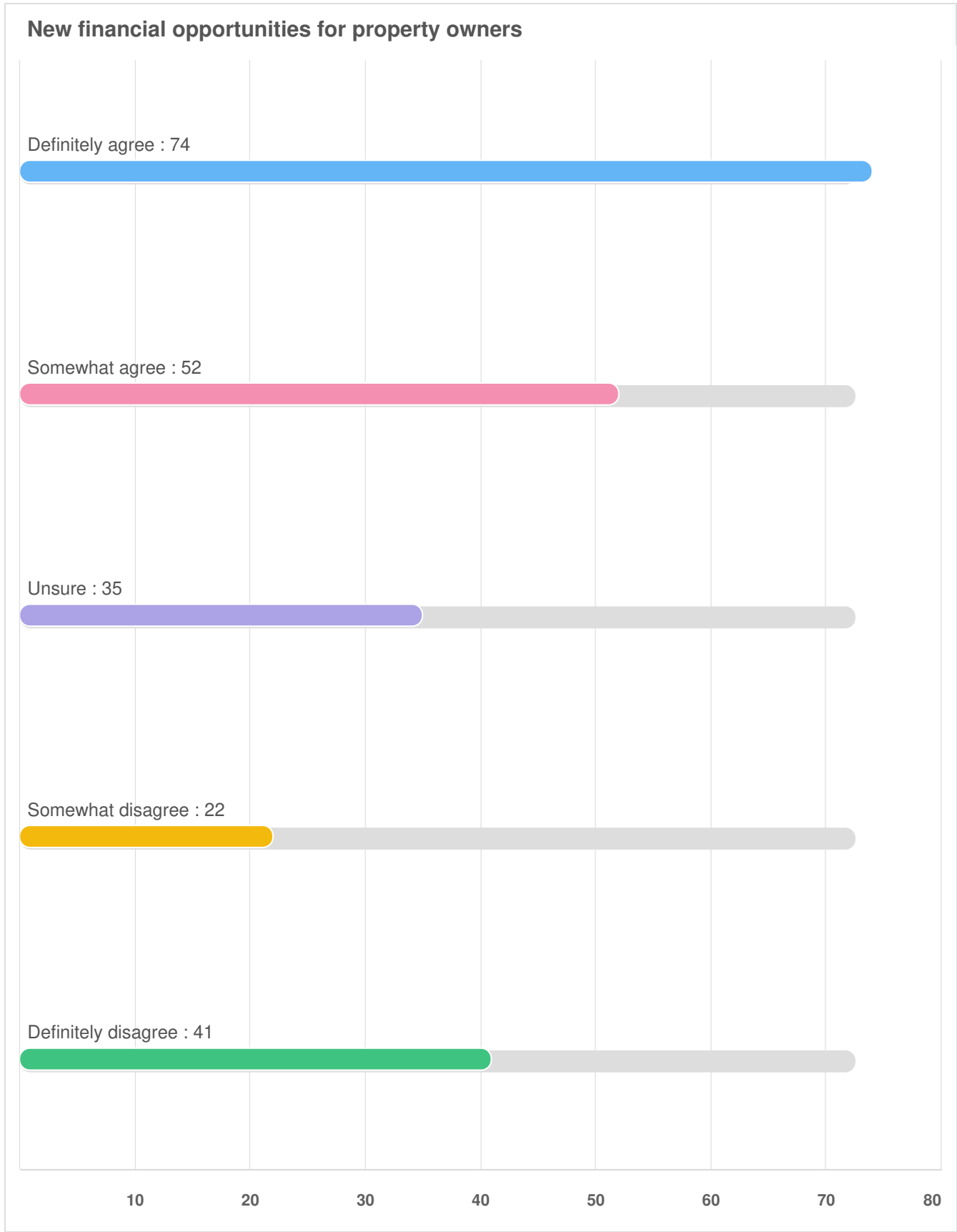




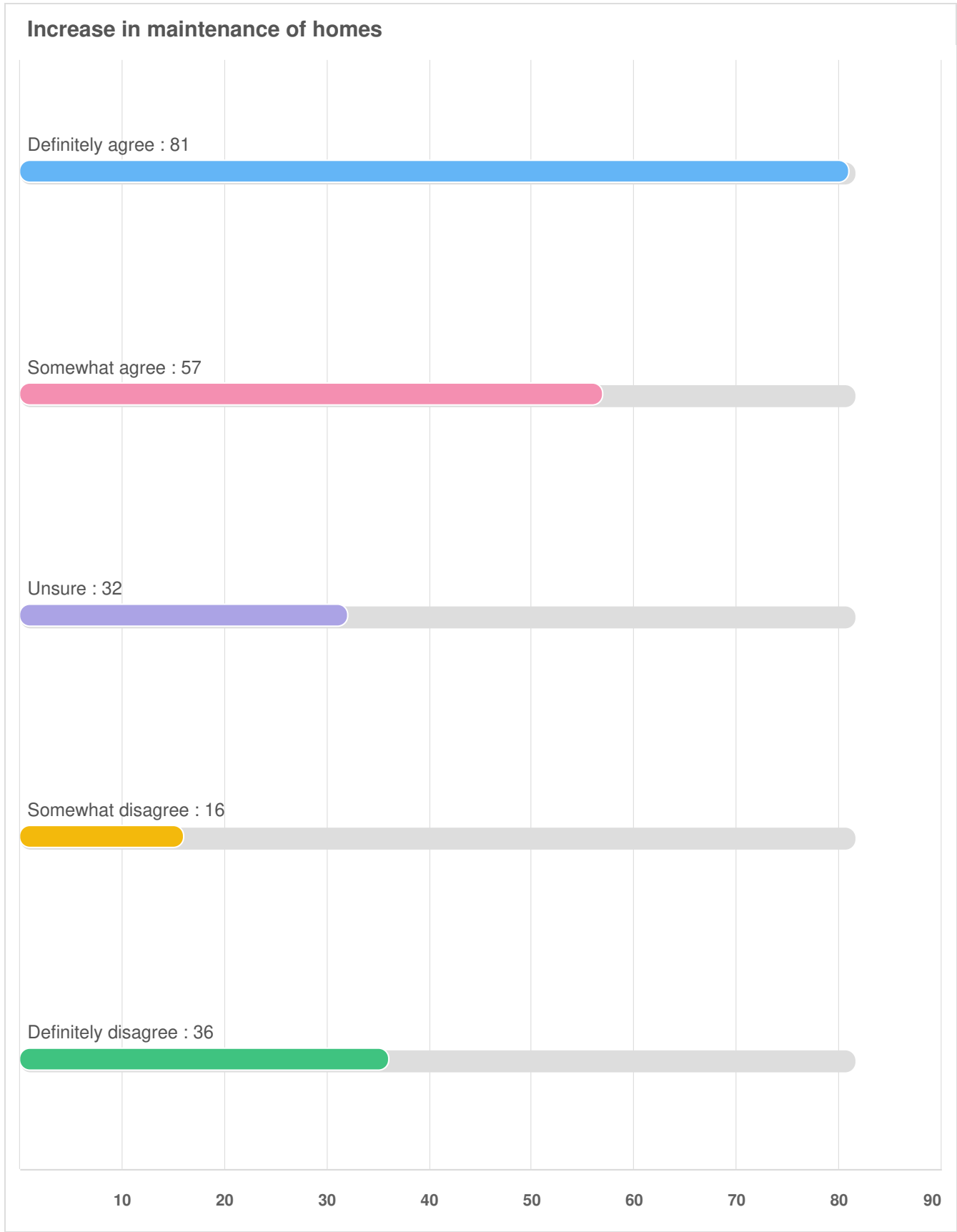




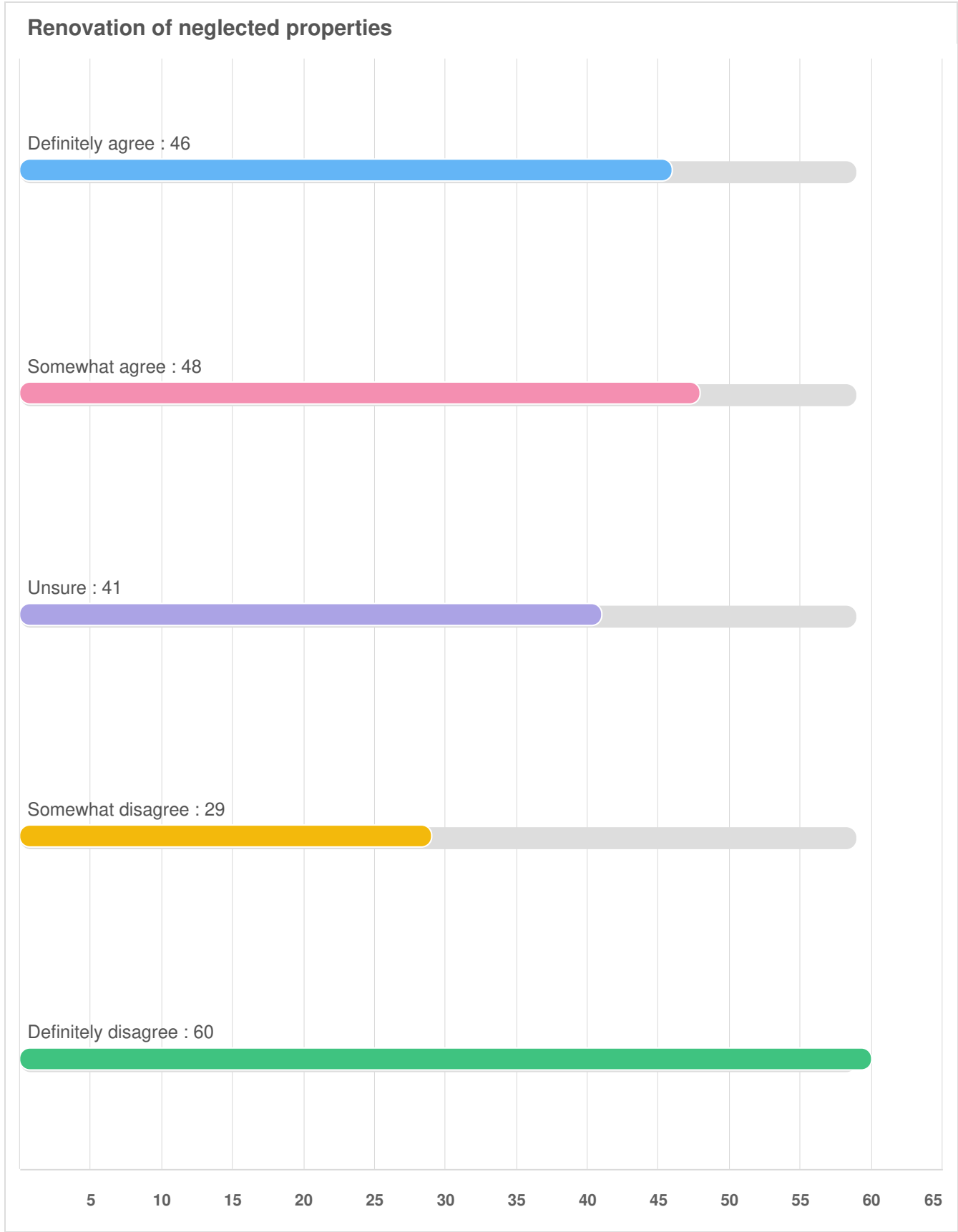




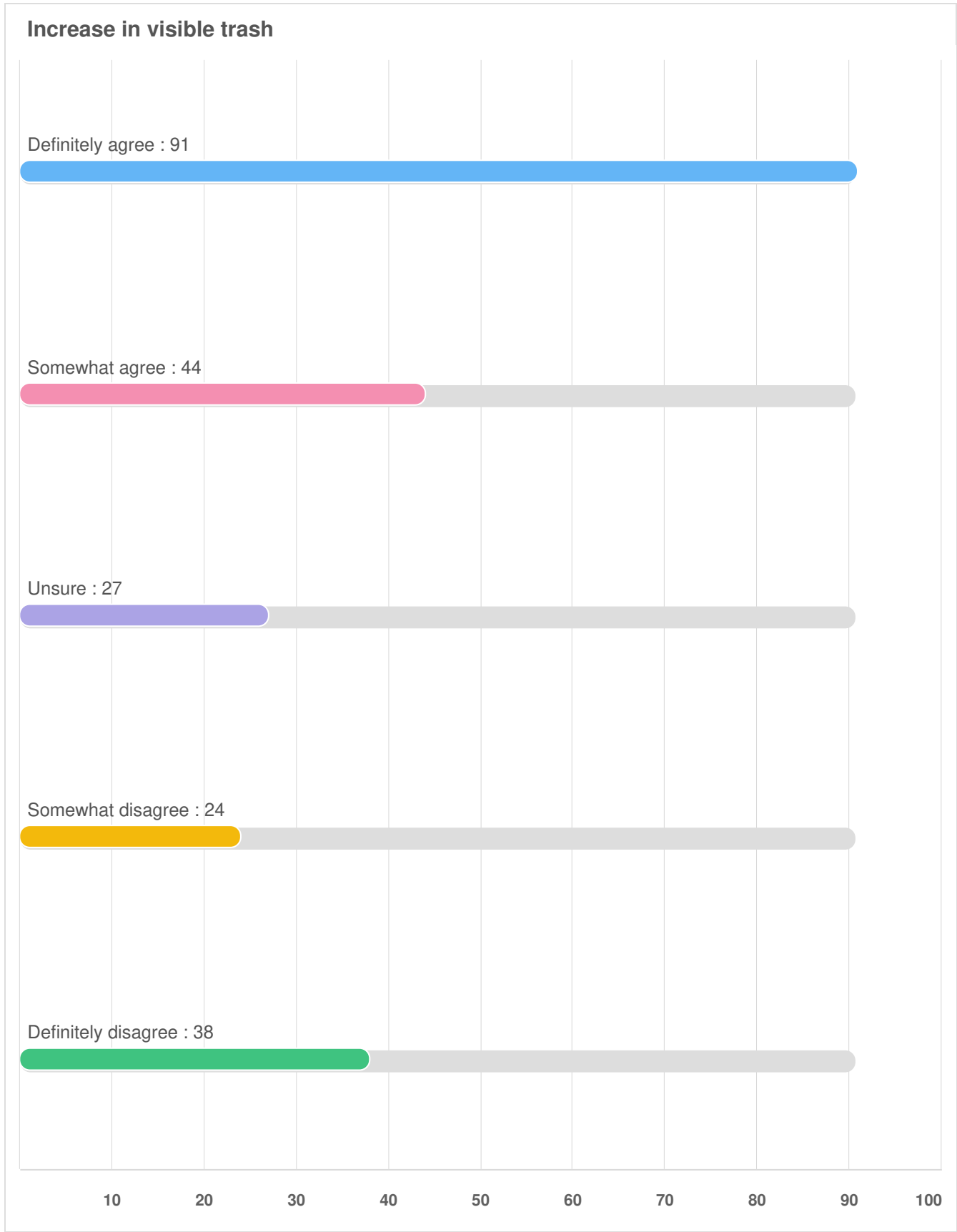




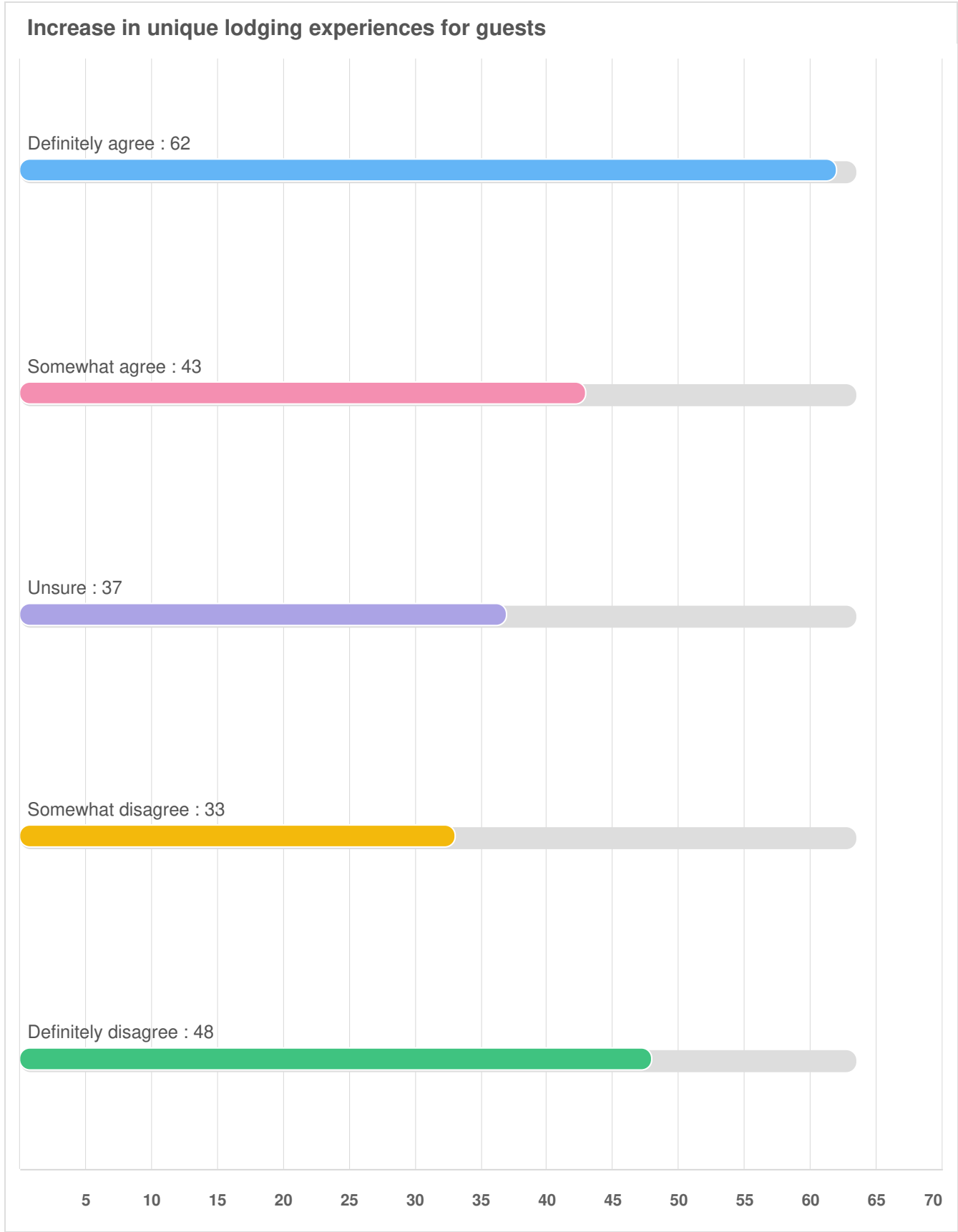




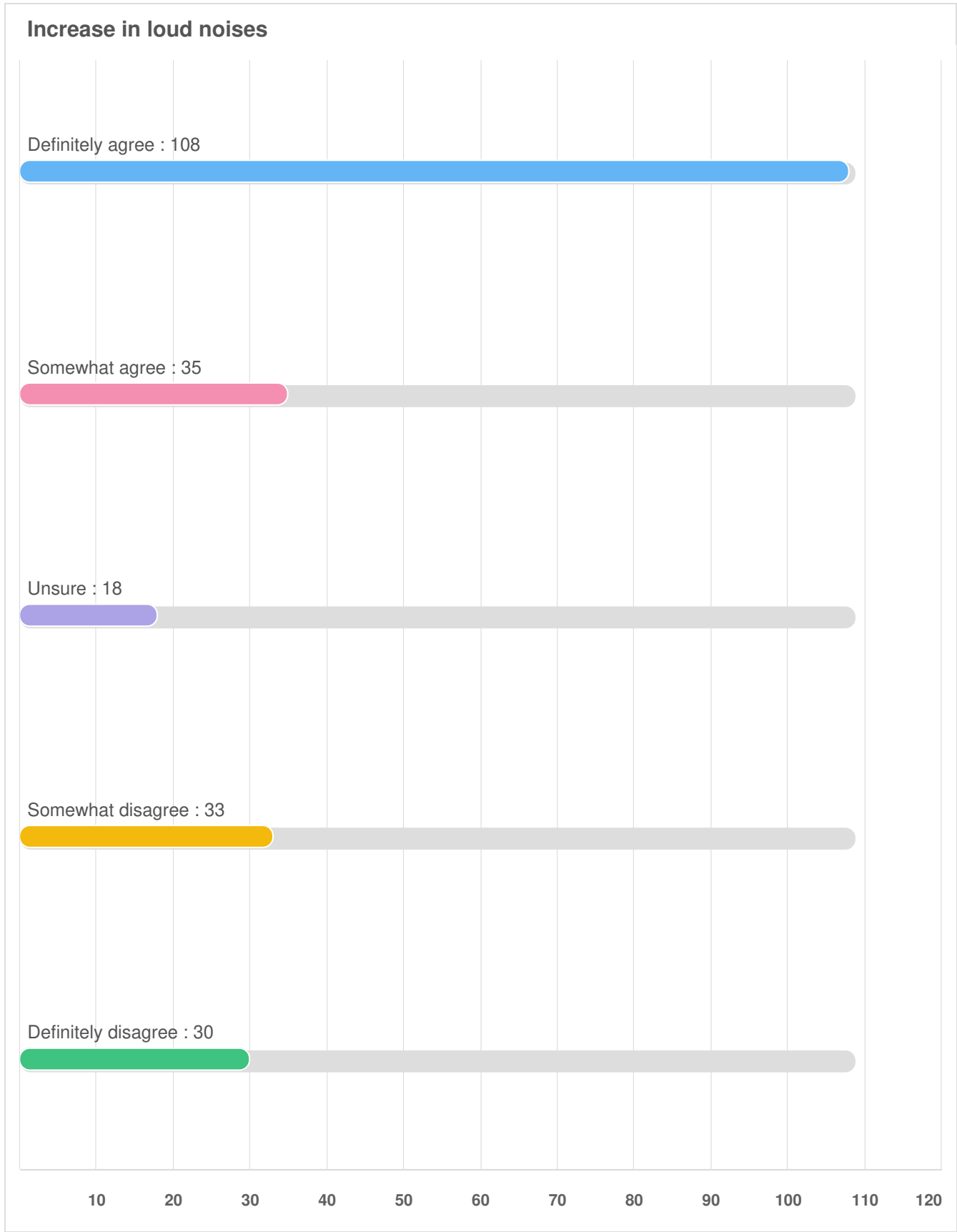




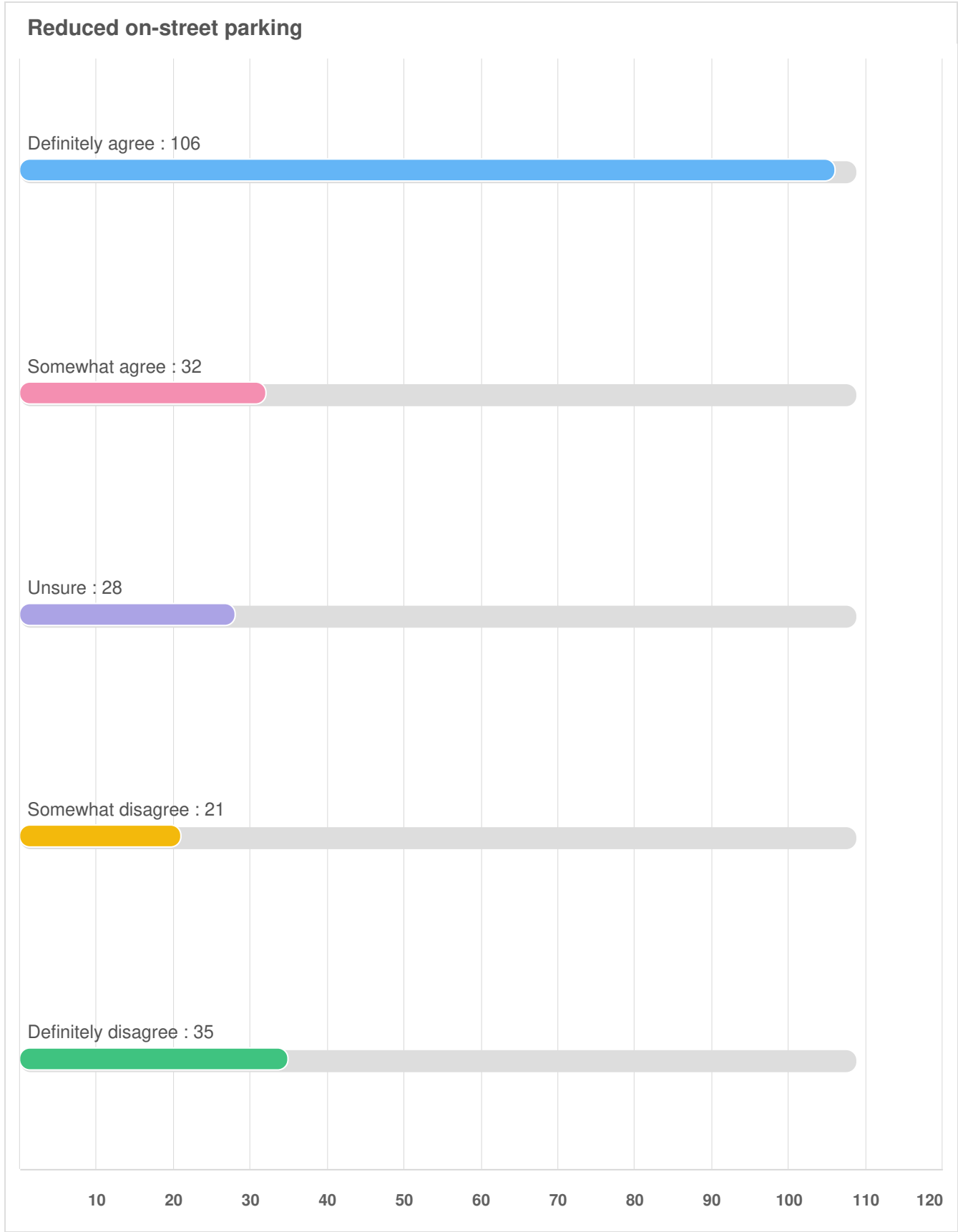




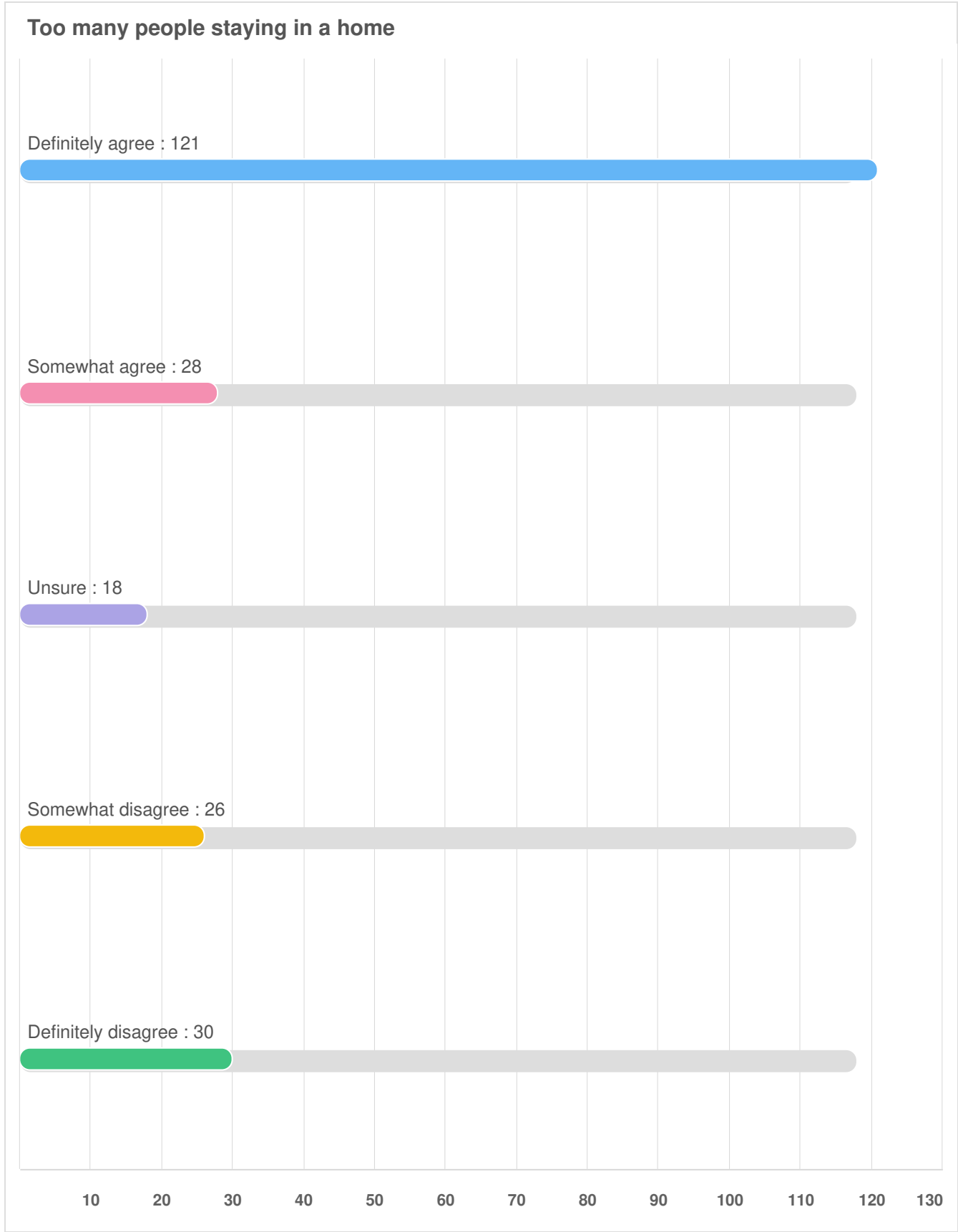












**Q8** Are there experiences you think you will have that are not mentioned above? Please explain



As long as STR owners are diligent and enforce their rules, STR's will only have a positive impact on Denton.

Increased visits to local establishments

Homeless persons renting rooms. Guests watching residents as they try to live their daily lives

Cheaper prices for travelers. Lower inflation. Help small business.

One big downside is that it will push rents up by decreasing the supply of long term rentals. This will adversely impact renters who live and work year round in Denton.

I believe that people who manage multiple short term rental properties will make affordable housing less available for residents and people who really need a place to live.

Serving out-of-town guests as ambassador for Denton

More accidents, decreased owner occupied homes, increased out of town investment, loss of character of neighborhood

This is a residential neighborhood, not a commercial one which is where these HOTELS ....called short termed rentals....are located. These are rented for reunions and parties. Why mess up your own house when you can use someone else's? True.

Our neighborhood is a single family home. Not meant for more.

Absentee landlords typically do not take care of their properties.

Decrease in student/inexpensive housing.



I do not want short term rentals!

decline in property value for established sing family neighborhoods

I believe the rental market is grossly distorted by short-term rentals operating in the city. The negative impact on affordability is immense when spaces that might otherwise be rented to long-term tenants are instead used for short-term rentals.

There are indicators of guests who could be trouble or have parties. I think educating host on the indicators would be beneficial in your process.

Short term rentals have a dark side. I worked in the industry. Prostitutes and drug dealers do business in short-term rentals. People have affairs in short-term rentals. People commit suicide in short-term rentals. I don't want this in my neighborhood

Rental properties become eyesores. No one maintains the yard, picks up trash, etc...

I did live next to a house that was being used as a AirBNB, and the noise was awful. Very disrespectful and no recourse for me.

Allowing short term rentals like this will prevent families from being able to own homes

It will decrease the availability of housing as well as affordable housing in a city that already does not have enough housing.

lowers the availibility of affordable housing for residents

My major and most serious concern is the impact on the supply of affordable homes for Denton residents. My second concern is large out-of-town corporations sucking up the housing stock, be it BnBs or



long-term rentals.

Unnoticeable. Most short-term rentals are invisible. I don't know if my neighbors are renters, owners, short-term rentals. The house next to us has been empty for two years as owners want way too much in rent which is far worse than to have empty unused homes.

The Denton housing market is already absolutely ridiculous, and people and companies buying homes to use for STR only makes it more difficult for residents to have a chance at home ownership in their hometown.

I'm concerned because people who are looking for a primary home are competing with investors who can pay cash for affordable properties and rent them out to tourists. We have too many people without affordable housing and I believe that takes priority.

An increase in short term rental properties could add more traffic through residential neighborhoods.

A lack of affordable housing for residents who live and work in Denton

greater traffic through the neighborhood

Short term rentals, like Air BNB, take rental and ownership out of the hands of people who want to live in Denton, and instead give a more expensive option than the hotels we already have for people visiting Denton.

Outside of an expectation that registration of these dwellings will increase the likelihood of oversight, I don't know what the effects would be. I hope registration creates oversight rather than advertising the viability of investment properties here.

There is no longer a sense of community and pride in homeownership.



Noise issues - people arriving late night. Parking in front of mail boxes and driveways, trash left over, increase in trash in bins

Hearing via news/online and news of situations occurring in neighborhoods that would normally not occur. This includes parties, fights (with and without guns), parking issues as well as trash.

In residential neighborhoods no idea if sex offender is temporarily there or criminal with added security risk for residents and young children walking and playing in neighborhood. Also additional vehicles parking on our narrow curved streets...dangerous.

Decreased sense of community among neighbors. Our city prides itself in having that small town feel. With a constant rotation of strangers that's hard to sustain.

Too many short term rentals causes housing prices to skyrocket into unaffordable rates for EVERYONE. It's very harmful.

An increase in residents' calls to law enforcement; a lack of response from law enforcement to residents needs; a decrease in response time from law enforcement to needs not related to str's; a decrease in property values in surrounding properties;

There are already apartments being used for short term rentals probably without property management knowledge

Increased neighbor complaints if they don't want a rental house near them.

Gunshots more often, drunks roaming the street and driveway areas, strangers in our neighborhoods, etc.

Less community nurtured in the neighborhood

No



Violence and gun violence.

Giant parties at short-term rentals can result in violence

they reduce the number of long term affordable houses

No

College and high school parties are problems

Having five or six cars and them parking in front of mail boxes and across sidewalks

More crime than we already have

Racing up & down our street has increased over the passed few years with the addition of apartments & businesses.

Decline in nearby housing value. Nobody willingly buys a family home next door to a short term rental.

Feeling unsafe

Decrease in available long-term housing both rented and owned.

All of the short term rentals that we have stayed in both in the US and abroad have definite rules to be followed.

General crime and vandalism & unwanted people prowling the neighborhood. Maybe coming back later to do harm/damage.



No

These places are needed

Yes, inappropriate parties. A friend of ours neighbors home is a short term rental and is used for pornography films, drug parties and so on

Bringing under age drinking and drugs into quiet neighborhoods.

Its the best thing for the economy.

Already experiencing problems with a single short term rental on our street. Party goers parking everywhere & walking to house

na

Making new friends with the hosts.

I think STR's would bring problems to residential neighborhoods

Because VRBO and AirBnB use property review rating systems, property owners must stay on top of maintenance to avoid negative reviews that impact booking.

Most house property owners are not comfortable w/strangers in their neighborhoods, especially if they have children or are elderly.

Downtown Denton is a hotel desert. As such, every time I bring in business guests to Denton, everything they do from meetings at our offices to grabbing a drink to having dinner is done downtown - all except for lodging. AirBnBs in the area help.

Increased crime



I have had experience in a quiet neighborhood when a short term rental came in and suddenly there were unfamiliar cars speeding up and down the street at all hours of the night.

I am fully against STR in residential areas

Drug dealers, sex traffickers

Need to have a city permit for each new booking and inspect property from last rental. Short term rentals should NOT be in residential areas. Backgrounds of rentals should be checked for felons and pedophiles.

increased crime, drug,sex trafficking and drunk driving on local streets  
loud parties with many people too many guests failure the  
background check all guests

Decreases access to long term rentals for current residents looking for affordable housing and drives up cost of rent due to property scarcity.

Potential illegal activities, like trafficking or prostitution.

Short Term Rentals lead to decreased property values. They take away from "community living", and make neighborhoods less "friendly".

As people buy up homes to turn into short-term rentals, that means less property for first-time home buyers and others looking for starter homes. This is why I do not support the expansion of short-term rentals as convenient as they may be for tourists.

This will increase criminal activity and having different guest that are on vacation being loud will disturb the people that live in the neighborhood.



Increased celebration of Denton as a destination spot in North Texas.

the STR in my neighborhood has one of the nicest landscaping and the house is well maintained. The owner lived in this house for years and is still a great neighbor

Worried for my children and others children that play outside.  
Random people, no background checks, renting rooms in homes nearby

Decline in property values for neighboring homeowners

There is not a way to police this and it will be the property owners near the STR that suffer.

Yes. As the Universities in our city force upperclassmen into apartments, as UNT has, more of the seniors and graduates will be looking for homes. We cannot fill them with vacationers and rob people of a place to live.

No

Lived next to a STR trailer that dumped gray water down the driveway.

Homeless

We've had issues with rental properties on long term and had issues.

There was no mention of the decrease in foreclosure properties that will result from allowing short term rentals . If short term rentals are not allowed many will lose a source of income and therefore possibly face foreclosure. Consider prop owner rights



The opportunity for Denton to continue to be a unique destination where other cities are squashing the same opportunity.

"Guests" are not members of the community and have short term interests that generally conflict with residents interests. Keep the hospitality industry in parts of the city zoned for commercial activity. Residential zoning should not be trespassed with

Decline in affordable housing in this city where we have an affordable housing crisis.

Less availability for long term rentals and home buyers

Lack of available housing for residents

Decreased property values, increased drug activity & crime

These experiences will depend on if private companies or individuals with multiple properties are able to do short term rentals. When the owners and operators are not part of the local community

ST rental companies I've used do an excellent job vetting guests and hosts are able to get a good idea of who is staying. I'm very respectful as a ST guest bc I don't want to lose my future privileges. ST rent is the best way to truly see a town.

Unknown people staying in homes near homes where children live and play possibly creating an unsafe environment.

n/a

increase in traffic

I think it could devalue a neighborhood, depending on whether or not the owner maintains the property and enforces the rules.



We do have a short term rental near us and it has only caused a noise problem one time with very loud music late into the night.

Upset neighbors that couldn't be pleased anyway.

There will be increases of large parties

Short term renters are not concerned about the neighborhood. They are typically satisfying there lodging and entertainment interests.

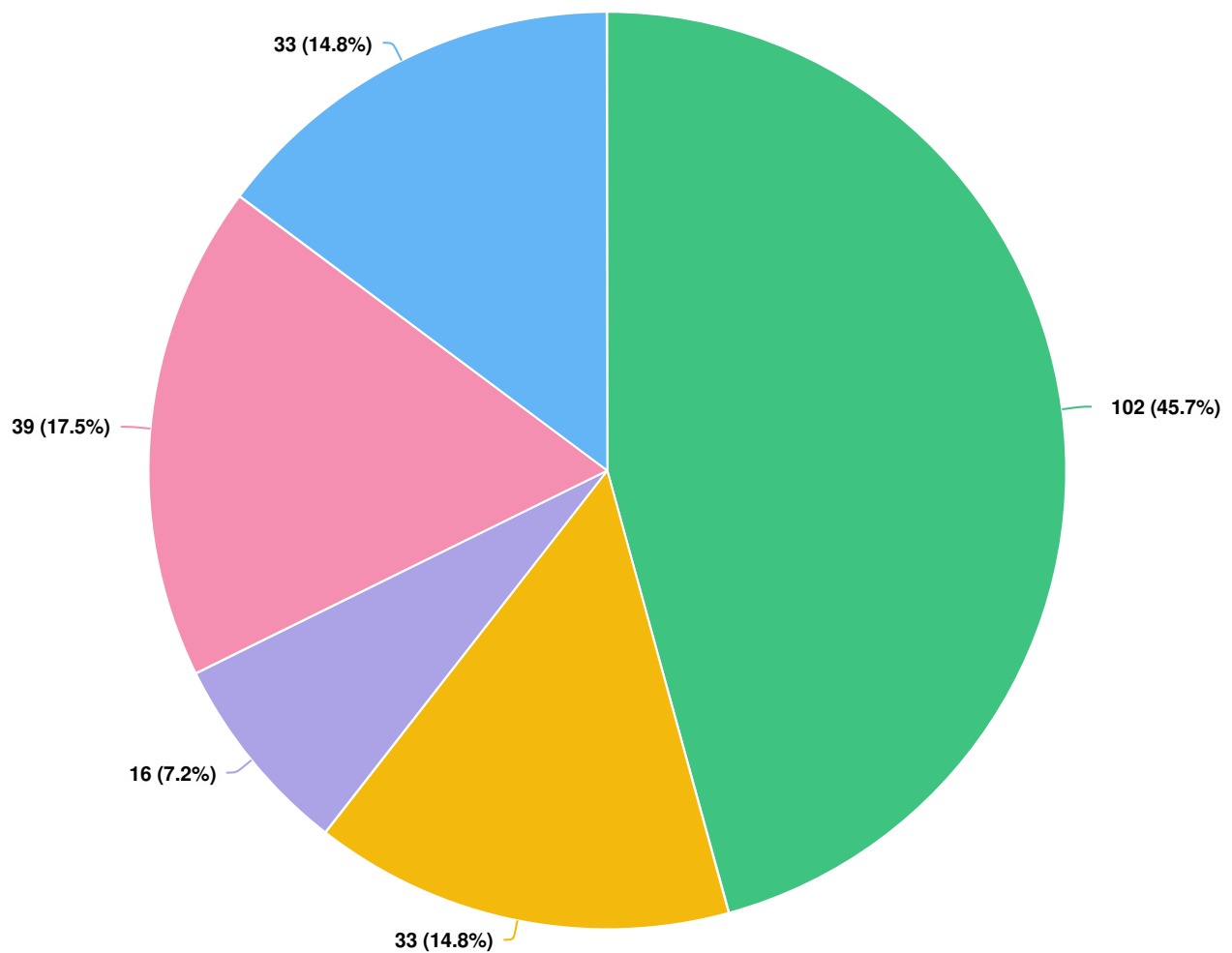
decline in residential property value

**Optional question** (107 response(s), 117 skipped)

**Question type:** Single Line Question



**Q9** If a short-term rental registers in your neighborhood, how would you feel?



**Question options**

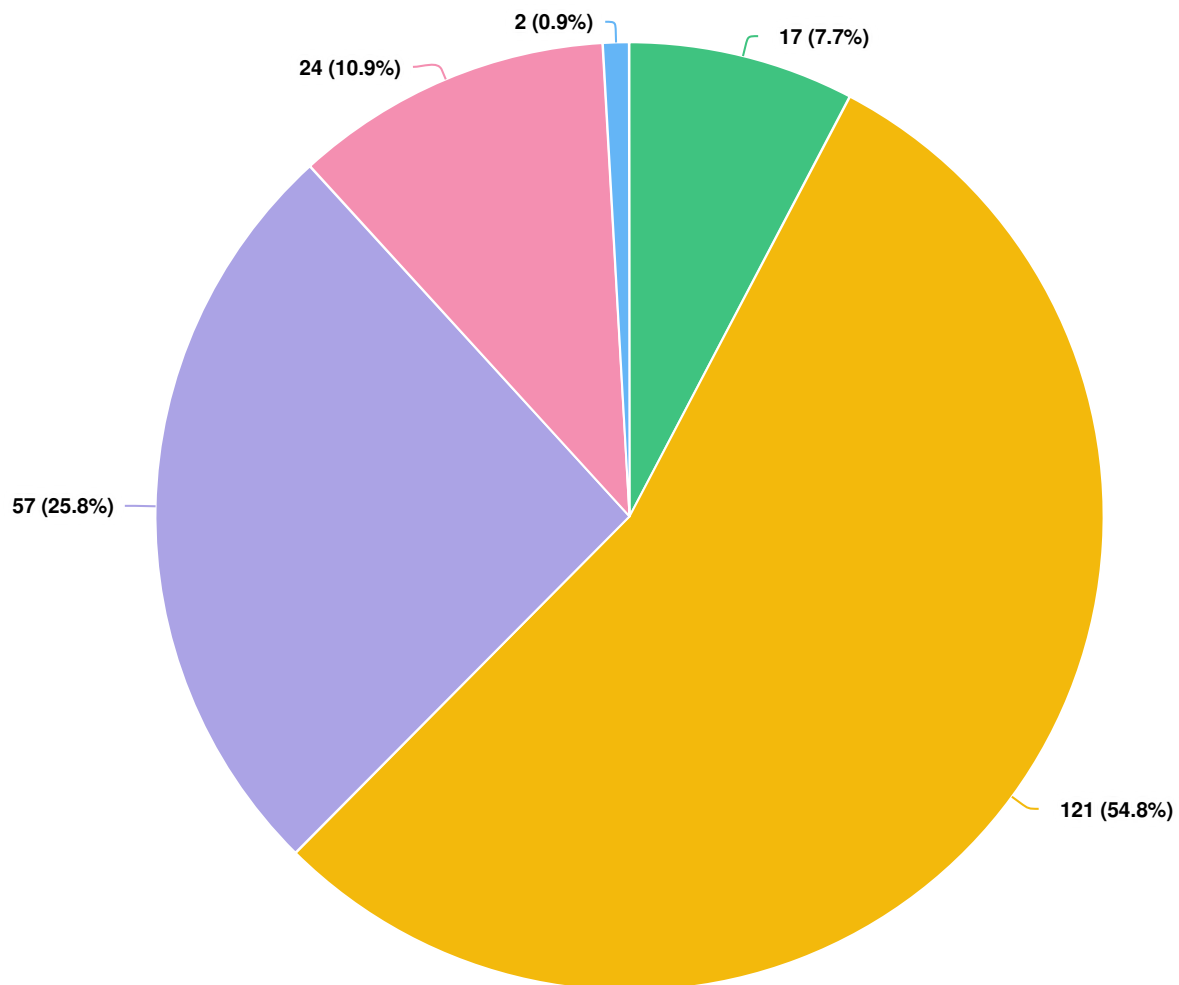
☐ Very Comfortable ☐ Comfortable ☐ Unsure ☐ Uncomfortable ☐ Very Uncomfortable

Optional question (223 response(s), 1 skipped)

Question type: Radio Button Question



**Q10** | If a short-term rental registers in your neighborhood, how do you think it would affect your property value?



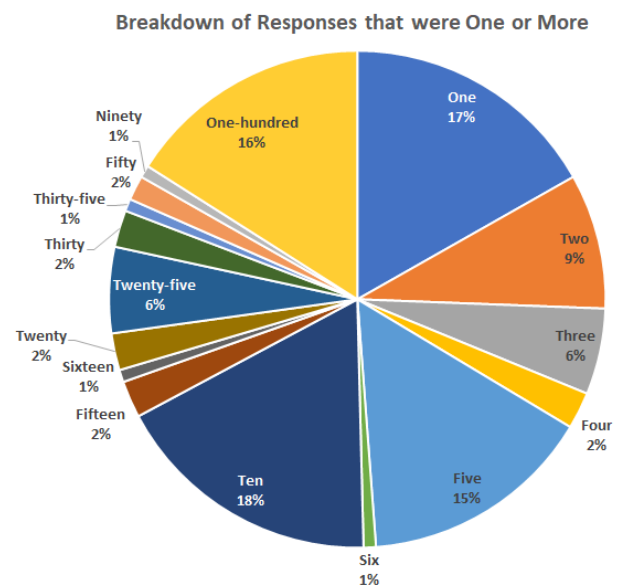
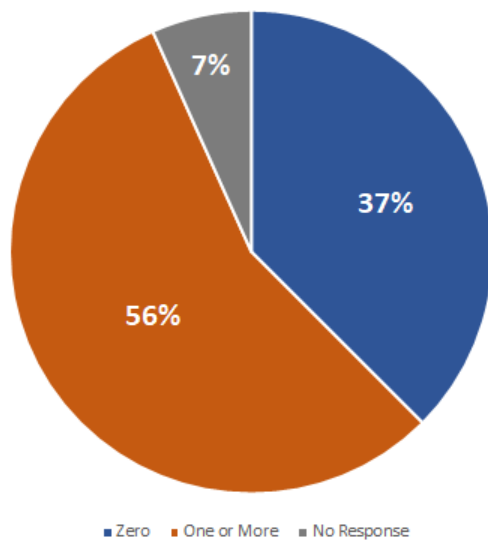
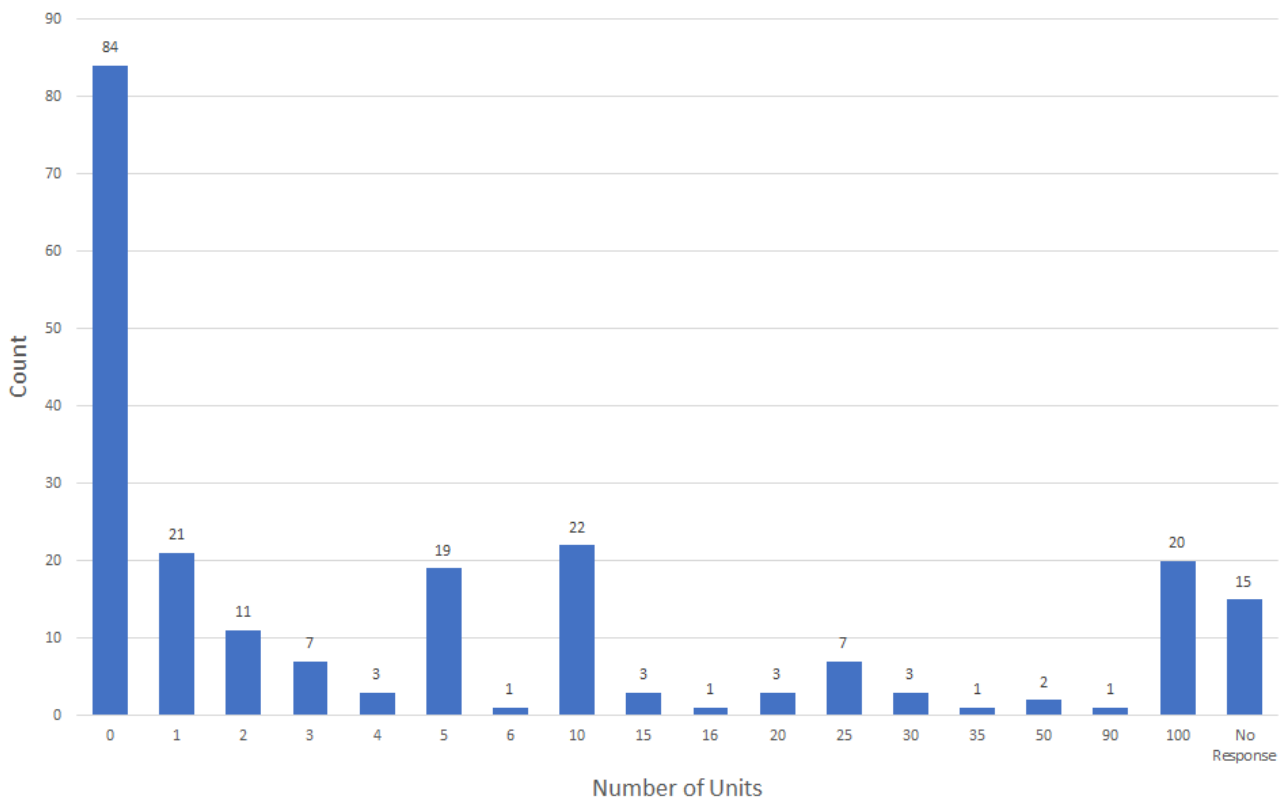
**Question options**

● Not Applicable ● Unsure ● No Impact/Neutral ● Decreases Property Value ● Increases Property Value

Optional question (221 response(s), 3 skipped)  
Question type: Radio Button Question



**Q11 Out of 100 residential dwelling units, how many residential units should be allowed as short-term rentals?**



Optional question (209 response(s), 15 skipped)  
Question type: Number Question



**Q12** | What areas of the city would you want to see fewer short-term rentals?

**\*\*Results summarized  
on pg 133**

NA

high density

All areas

Everywhere. We have a housing shortage and housing is wildly expensive now. Short term rentals exacerbate the issue.

neighborhoods

Denia, North Lakes

None.

Traditional single family residential neighborhoods



None

Historic district

All except downtown

Single family neighborhood

Downtown neighborhoods

Northeast

Residential

All areas

established single family neighborhoods

Across all residential housing

I don't have any suggestions for this question.

areas that are zoned for housing.

Neighborhoods

Short term rentals are bad. We need more affordable housing in



Denton.

Any area where home owners live in their homes.

Residential neighborhoods, or anywhere that would take away affordable housing or single family homes

All

None

all

Around valued historical neighborhoods especially around downtown and near UNT and TWU Campuses.

Everywhere, downtown, residential neighborhoods, apartment complexes

everywhere

No strong opinion

More in my area. Don't really visit other areas, so no strong opinions on what happens there.

None

Southridge

All of them



Anywhere near colleges or downtown area

I haven't seen many in Denton so I can't answer

Denton

Lower ses neighborhoods

everywhere

most

All of Denton honestly. We need as many houses available for actual residents to able to rent and live.

residential neighborhoods

In HOA occupied neighborhoods and communities.

Single family residential neighborhood esp near K-12 schools

Suburbs, near schools and children areas

My neighborhood

Anywhere outside of downtown. Keep them close to business.



Residential neighborhoods.

All areas

Denton

Residential areas around the UNT and TWU campuses

In the suburbs

Everywhere

I feel that as a college town Denton should not allow any short term rentals and should solely rely on new and existing hotel infrastructure.

All of them

In neighborhoods

Neighborhoods. Short-term rentals have no place in residential neighborhoods. Residents in neighborhoods have reasonable expectations of peace and quiet and the stability of property values that go with established neighborhoods and long-term occupation.

All over

All residential neighborhoods

None



Hotels are are for short term rentals, our neighborhoods are not.

Residential neighborhoods

Residential areas more than a mile from city center

ALL

Everywhere

Area adjacent to Rayzor Ranch, residential areas in the northeast part of town.

Denton

All areas

Residential Areas outside 288

None should be allowed in residential areas.

All

East side

All

Single family homes



The whole city

Near schools.

Most! I prefer they be removed from residential areas. We stayed out in the country.

All areas. No one wants to be nearby these homes

Any residential neighborhood

Outer parts of the city

All areas

All suburban/neighborhood areas.

Entire city

Neighborhoods, w/10 miles of any schools. Basically I don't see short term rentals as necessary in this area at all.

N/A

Neighborhoods

NA



Old North Idiots Hill

All areas

Denton city limits

would like all banned.

In residential neighborhoods. These are like hotels.

Nonr

Single family dwellings

should not stop anyone or any place for m renting out their own property

South ridge

Outskirts of town

University areas

residential

Residential Subdivisions

any where near or around the Square, ie, 5-10 block radius



Next to schools

South Denton

Residential sub divisions

All

Denton

None.

Let the market figure this out. We have many attractions in this town that will be a driver for this - 2 large universities, downtown, etc.

Residential aread

All areas. Use a hotel.

Corinth

Residential neighborhoods

None

There should be no short-term rentals in areas or neighborhoods that are not common tourist attractions or near a major economic hub like the Denton Square, UNT, TWU or the finished Rayzor Ranch development.



Not in residential areas

all areas

All of them

N/A

Everywhere.

Anywhere outside of tourist corridors or convention center district.

Single family residential

If there is a community that is ALL short term rentals, it would be fine, as it's a common interest. Maybe an investment group or homebuilder could build a small community of those types of homes near the north end (university access/location).

I would like to see fewer short-term rentals all throughout Denton

None come to mind.

None in neighborhoods. This is a commercial business and shouldn't be allowed in residential areas, only areas zoned for commercial

All are welcome

na



I think all areas of Denton could use the aesthetic upgrades brought by upkept short term rental spaces.

Residential neighborhoods

All

In high crime areas and run down neighborhoods bc this will give a bad opinion of Denton and the guest may not return.

Neighborhoods not in the general area of downtown/colleges

Residential areas around schools

South of Southridge, north of 380

Residential single-family neighborhoods.

Near UNT

Downtown, near businesses, residential areas

Anywhere that the property owner does not live. Allowing non-residents to manage short term rentals is asking for neglect

I think they can be wherever

All of Denton



Areas with lower value homes, so that there are more available to purchase to live in.

No preference

All residential neighborhoods within the city limits

residential neighborhoods

Single family neighborhoods outside of the downtown, UNT, TWU areas

Near businesses, but not in residential neighborhoods

None . All areas of the city are located in Denton TX AMERICA!  
Should be owners right as long as owners pay taxes , maintain property , and implement rules . Enforce rules vs tell AMERICANS how they may use proper they worked to obtain

Outskirts neighborhoods

None, property owners should be able to decide how to use their property

Downtown

Areas that would disrupt a positive neighborhood

No comment

There should be no limitations or special areas. All property owners should be given the opportunity to have a short-term rental without



the city interfering or requiring any registration. Private Property is Private Property as long as no laws are broken

Residential single family home areas

Residential zoning should remain residential - not commercial. Short term rentals are commercial enterprises. They do not belong in areas zoned residential.

Central denton and historical neighborhoods.

None, they should be allowed anywhere in the city

Downtown

Residential areas

any single family zoned neighborhoods

Single family residential neighborhoods

Wherever long term housing is needed

I don't see an issue with them anywhere, if the owner is managing or having a management company handle it.

Residential near schools

Close to elementary and middle schools



Country Lakes Community

All

Any in HOAs

established neighborhoods, residential neighborhoods with little traffic  
and few rentals currently

n/a

Southridge, Forrestridge and areas south of there

Areas immediately adjacent to a public school

none

residential neighborhoods

Downtown

Na

Apartments should not be allowed to be turned into short term rentals

N/A

Residential neighborhoods will suffer with the current and proposed  
requirements the COD has applied to this business activity.



Denton

single family residential neighborhoods

Residential neighborhood

**Optional question** (183 response(s), 41 skipped)

**Question type:** Single Line Question

**Q13** | What areas of the city would you be fine with seeing more short-term rentals?

**\*\*Results summarized  
on pg 133**

anywhere near downtown, UNT, and TWU

downtown and close to universities

None

None. Short term rentals reduce the livability and desirability of a city. They increase housing costs while simultaneously straining housing supply. We can look to Austin for examples of this.

All areas.

near the square

Downtown

Everywhere. Anytime a short-term rental is created, the property was often times a very neglected rental property that was behind on maintenance and upkeep, with property owners simply interested in



making nominal rents in exchange for zero effort.

downtown

All

On the square itself

Downtown square

None

None

Southwest

Downtown

None

established business areas

Keep short-term rentals to hotels, motels, and b&b businesses

I don't have suggestions for this question. I think a few short term rentals all over Denton is beneficial for the community with the universities and local businesses.

short-term rentals are a business and should be in commercial zones like a hotel.



Nowhere

Short term rentals are bad. We need more affordable housing in Denton.

All

Apartments or somewhere in cement city.

Ideally nowhere considering there's a affordable housing issue, but if I had to pick then high income high density residential areas like higher end condos.

None

Downtown, around campuses

none

Outskirts, if any.

Nowhere we should discourage them

nowhere

No strong opinion

My area. (Downtown, UNT, and land between.)



All

None

Outskirts or closer to highways and the loop

None, more long-term rental housing is needed.

Denton

None

none

Near the downtown area

around the universities

No areas

"downtown"

Down off the square in Denton

Downtown. Right next to college campus

Downtown business area, business areas only



Closer to the center of the city where there is more things to do within the city.

Downtown

Maybe around university areas. Apartments and business locations. Should not be allowed in residential neighborhoods.

No areas

Denton

Downtown

Nowhere there are too many already

There is no area of Denton that I feel would benefit from short term rentals. We can rely on our existing hotel infrastructure.

None

Downtown areas

In the city, none that I can think of. Large ranches, cabins near the lake, or property in areas dedicated to vacation or recreation are the only types of areas where short-term rentals would be appropriate.

In the neighborhood of the two universities

Outside of denton



Downtown - walking distance to the square

Downtown areas; apartment complexes

None, they can go to a hotel who has security to deal with parties.

Commercial or downtown areas

Homes within a mile of city center

NONE

Next to the mayor's home.

Closer to the Square and to campus

Denton

None

Anywhere

I don't know

Near UNT, TWU, downtown, rural



Facilities in downtown Denton that are in a business zone.

None

None

None

Apts

None

Most areas.

Outer skirts of town or downtown lofts.

None. Devalues surrounding homes. Homes are generally the largest financial asset of a family why impact them with a short term rental next door.

Downtown

None

No areas

Urban/downtown only

None



Neighborhoods

None

Neighborhood

Downtown

I don't think we need any more than we have now.

Not sure UNT, Downtown

None

None

would like all banned

Business district

Denton, Corinth

Areas with parking.

Downtown



Downtown

Downtown

near downtown

1

anything that's at least 5-10 blocks from Square

Denton, TX 76201, USA

Downtown area and adjacent to Universities

Condos/apartments

None

Denton

All.

Downtown is a hotel desert and short term rentals are helping fill the void of where people actually want to be in Denton.

Downtown

None



None

Commercial properties

any

Near or around major tourist attractions or major economic hubs like the Denton Square, UNT, TWO or the finished Rayzor Ranch development.

None

none

None

Anywhere

downtown

Nowhere.

Downtown square. On college campuses.

Downtown near shops and restaurants

Near the Universities, north side of town.



I would not like to see more short-term rentals

Around the square area

Anywhere is fine.

Commercial zoned areas, not residential zoned

All areas

any

Anywhere!

I don't want to see MORE short-term rental anywhere. Unless it was tiny homes in a designated area.

None

All except run down and high crime areas

Downtown, and around the colleges

Downtown around the square, and by the universities.

Near universities and downtown

Downtown, near college campuses.



None

I don't want to see more short term rentals, but I'd have to say the suburbs maybe

In areas where resident homeowners manage the rental. Possibly also industrial (lightly populated) areas.

None

Areas with higher value homes

No preference

None

further from the already congested town center

Downtown, near UNT and TWU

Business

Any/All Denton will lose residents/ property owners if they are not allowed to use their property as they wish resulting in less tax dollars and lower property values throughout.

Downtown and near unt and twu.

Any and all



None

Downtown

No comment

Should be open to anyone who owns property in Denton

Apartment neighborhoods

Areas zoned for commercial activity.

I don't think Denton needs short-term rentals.

All

Outskirts of city, if any

Nowhere

none

None, we are not a resort community!!! these accessory structures going up around Denton that are being used for short term rentals do not belong in a single family neighborhood. Dallas has banned it, why cant Denton. Quit building on every inch of land

Any area



	Downtown
	Downtown, close to highways
Round	None
	Non HOA
	any area where there are many rentals already; around campus?
	downtown, near unt
	Close to both universities and downtown. Many of these are already rentals and are close to the most popular attractions
	Anywhere in town
	any
	downtown
	Neighborhoods
	All
	Suburban area
	The older denton neighborhoods



9/29/2023 05:04 PM

Central business district and multi family properties such as  
apartments.

N/A

apartments

Downtown

**Optional question** (186 response(s), 38 skipped)

**Question type:** Single Line Question



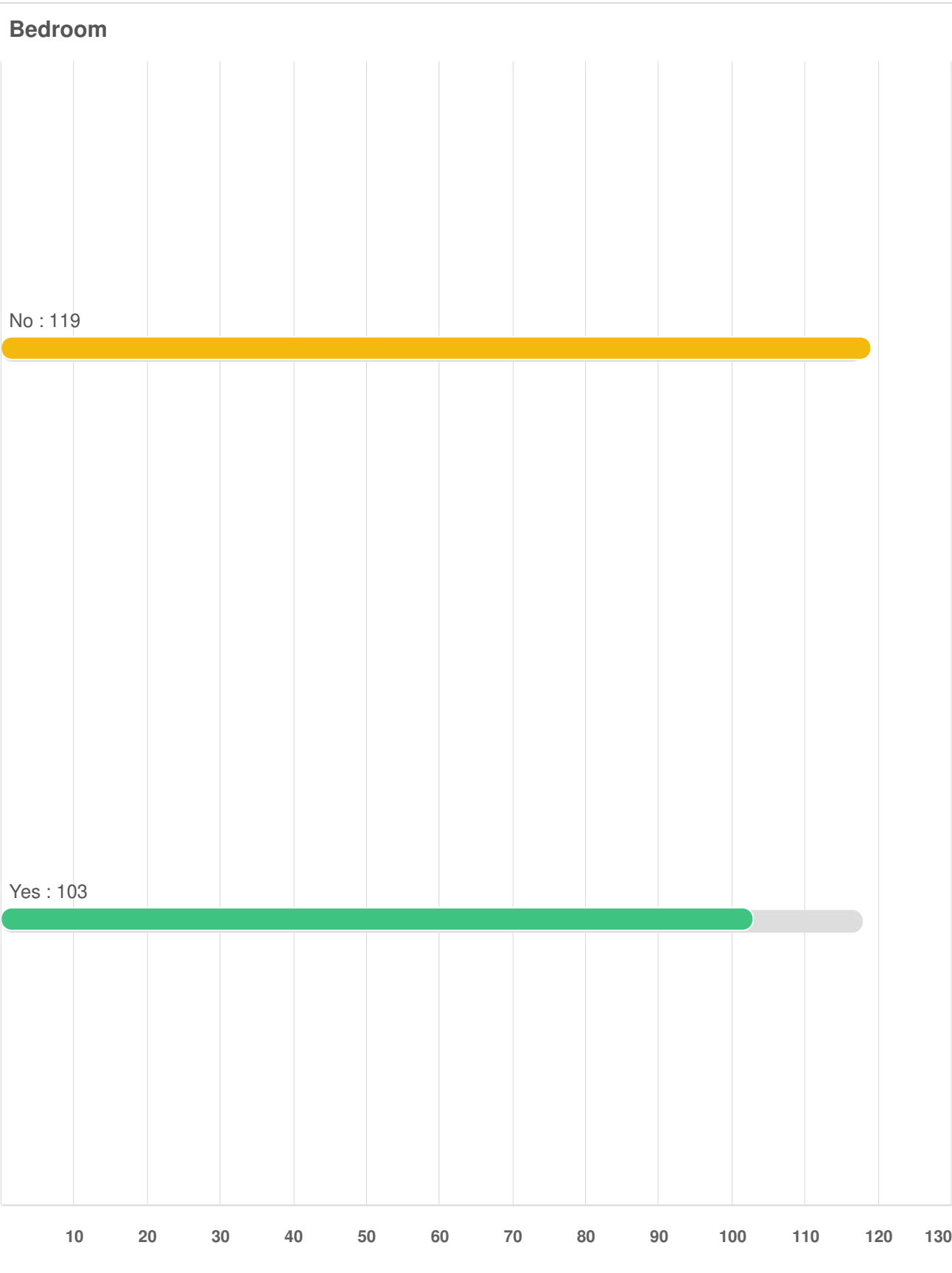
Q14 Should the following types of dwelling places be allowed as short-term rentals?



Optional question (222 response(s), 2 skipped)  
Question type: Likert Question



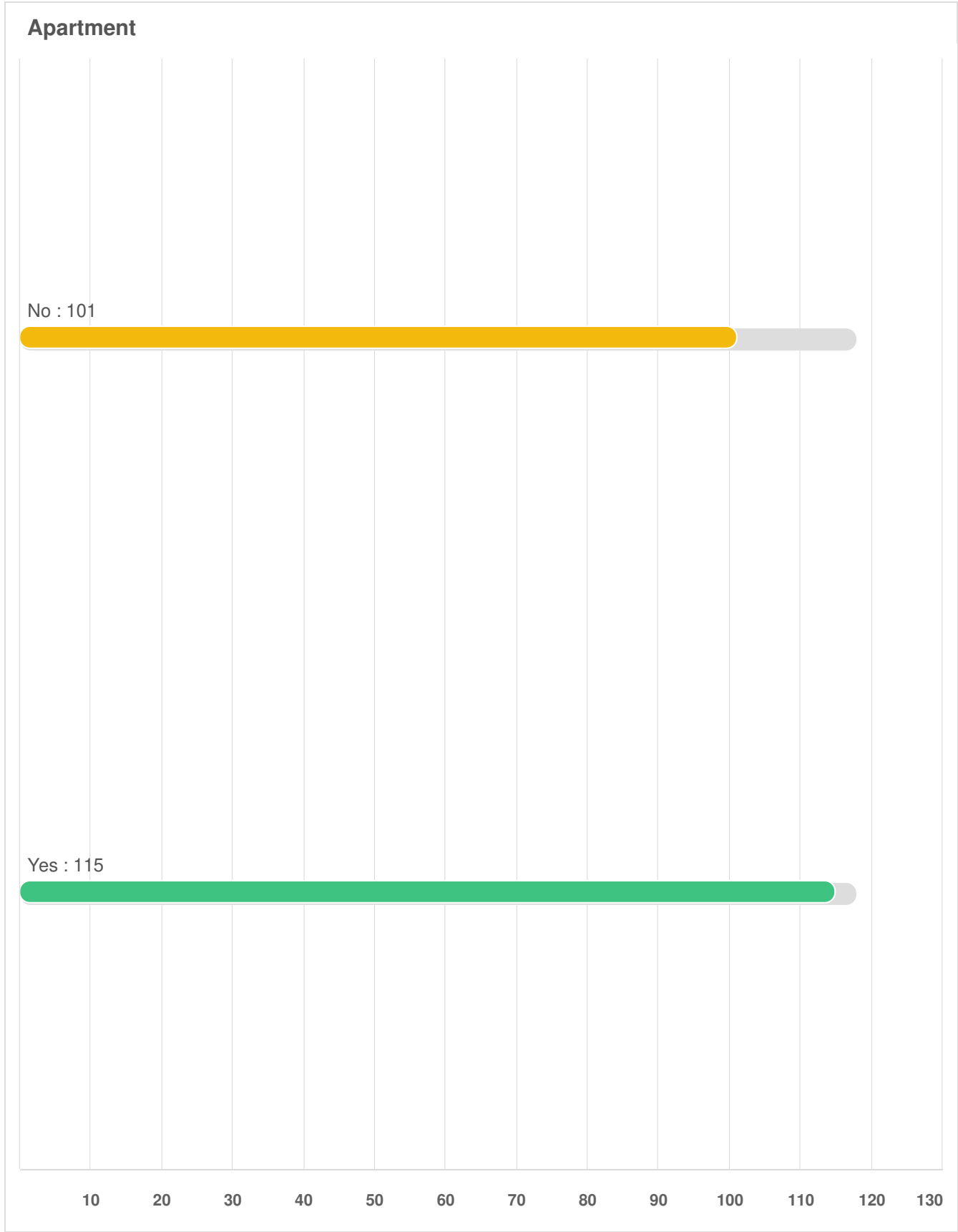
**Q14 | Should the following types of dwelling places be allowed as short-term rentals?**





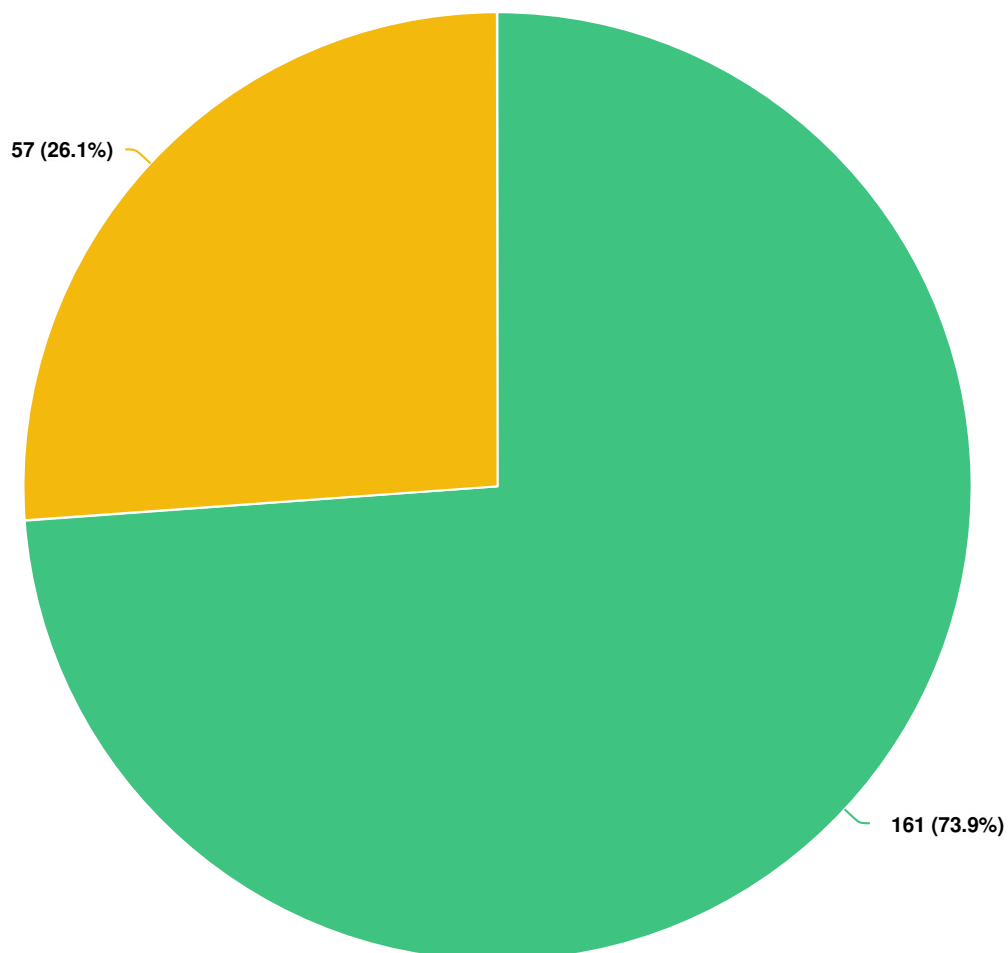
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**Q15** Should there be a maximum number of short-term rentals an owner can have?



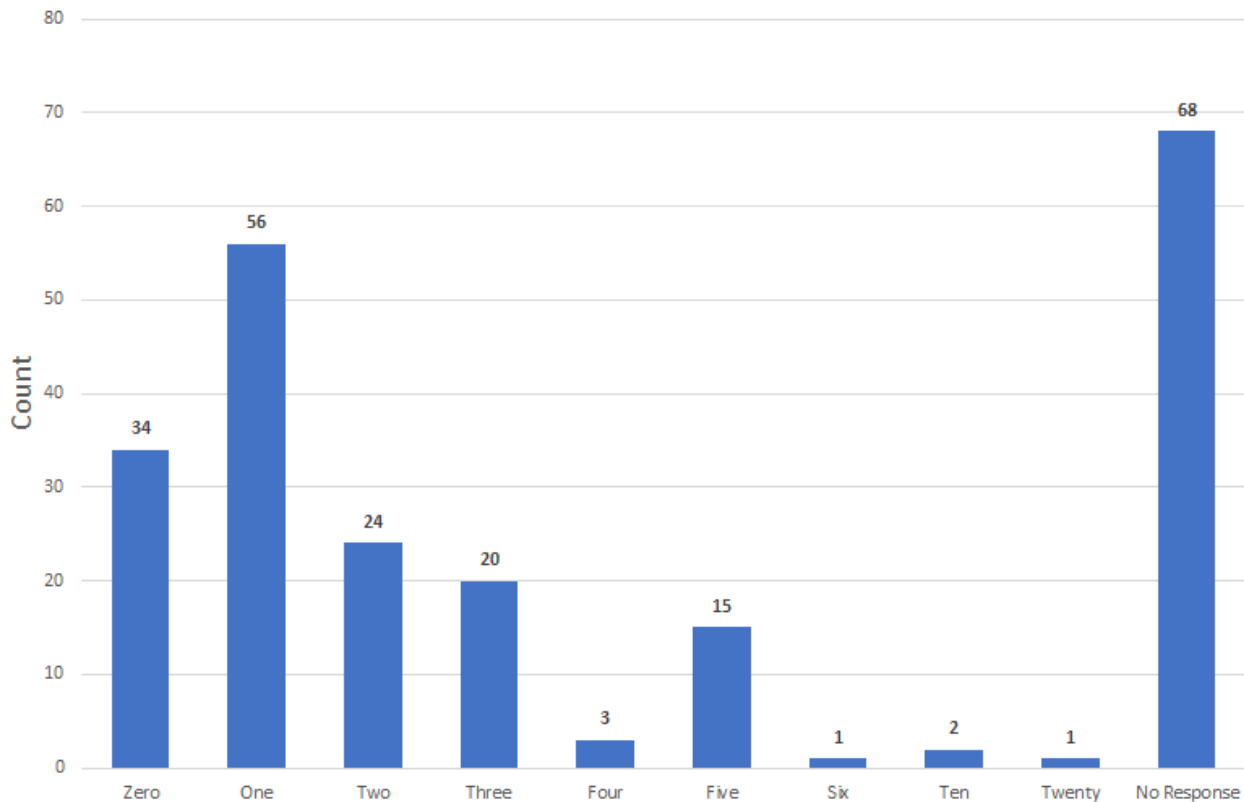
**Question options**

☐ No ☒ Yes

*Optional question (218 response(s), 6 skipped)*  
*Question type: Radio Button Question*



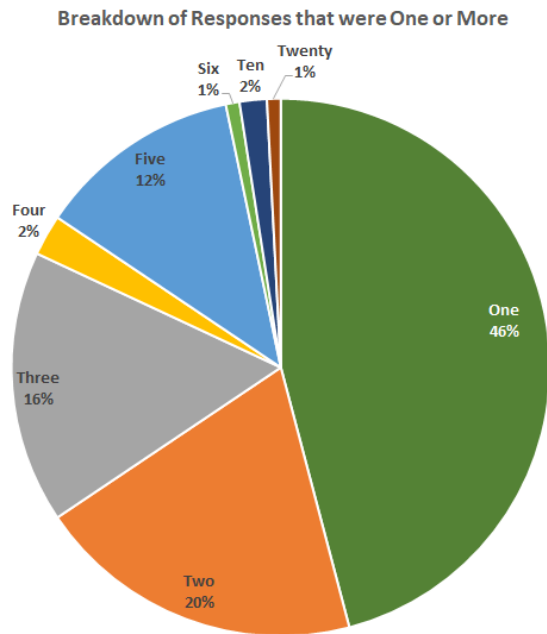
Q16 | If yes to the previous question, how many properties?



15% responded zero

55% responded one or more

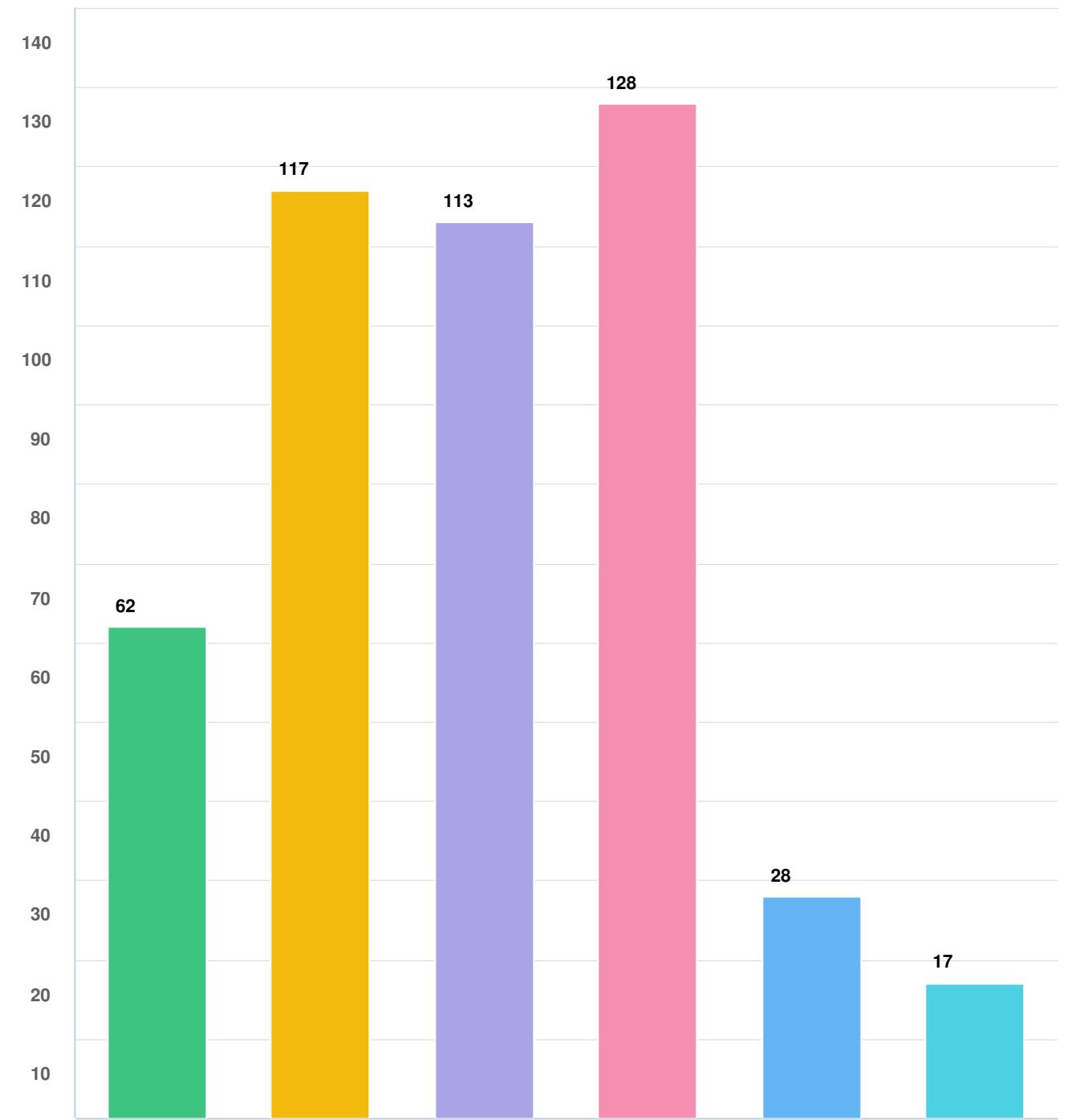
30% no response (includes "No" responses to Q15)



Optional question (156 response(s), 68 skipped)  
Question type: Number Question



**Q17** | If concerned about parking, which of the following solutions would be acceptable?  
Check all that apply.

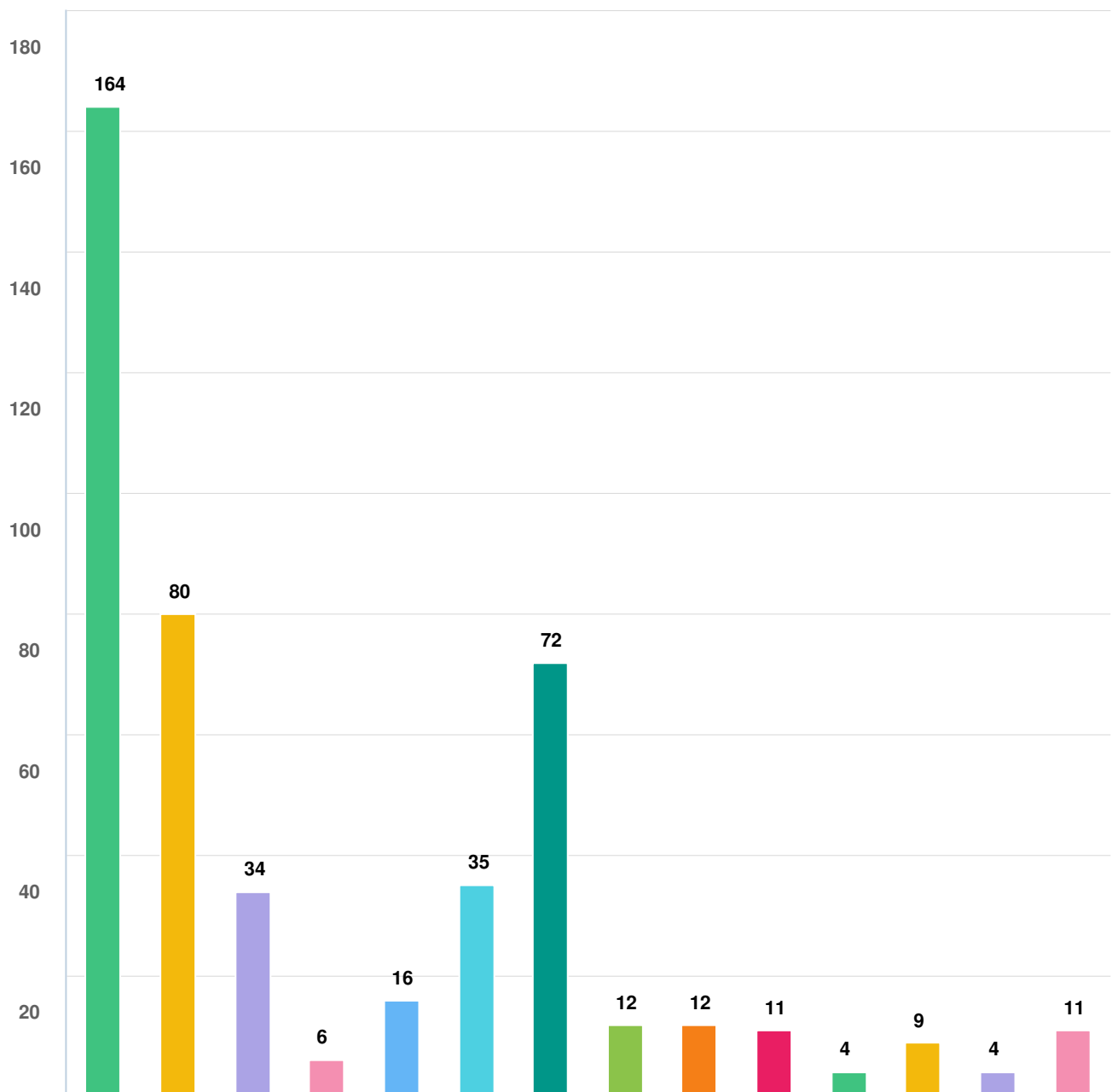


- Question options**
- Other (please explain)
  - Not concerned about parking
  - Require owners to provide parking regulations to guests
  - Require owners to advertise the number of available parking spots on the property
  - Require all guest parking be accommodated on site
  - Require one parking space on site per bedroom

Optional question (218 response(s), 6 skipped)  
Question type: Checkbox Question



**Q18 How would you describe yourself? Check all that apply.**



**Question options**

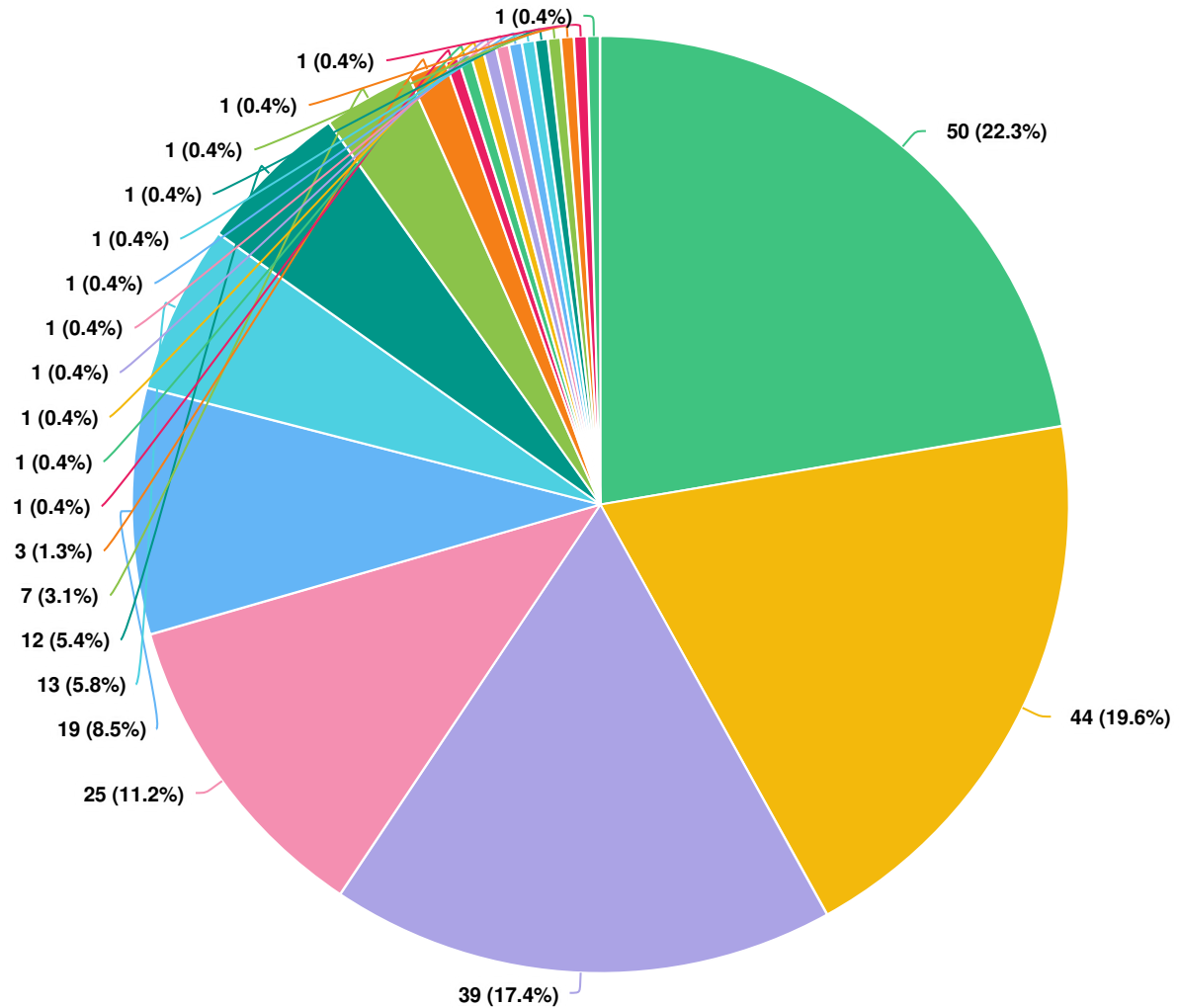
- Other (please specify)
 ● I manage a short-term rental in Denton
 ● I own a short-term rental in Denton
- I am in the hospitality industry (e.g. hotel professional)
 ● I am a real estate professional
- I own residential property in Denton, but do not reside there
 ● I am a student in Denton
 ● I work in Denton
- I own a business in Denton
 ● I reside outside of Denton, but visit often
- I live with family/friends in Denton but do not pay rent
 ● I am a tenant at residential property in Denton
- I reside in a HOA in Denton
 ● I own and reside at residential property in Denton

Mandatory Question (224 response(s))

Question type: Checkbox Question



**Q19** Please enter your zip code.



**Question options**

- Plano, TX 75093
- Highland Vill, TX 75077
- Oak Point, TX 75068
- Flowermound, TX 75022
- Flower Mound, TX 75028
- Sanger, TX 76266
- Krum, TX 76249
- The Colony, TX 75056
- Roanoke, TX 76262
- Lewisville, TX 75057
- Lewisville, TX 75077
- Hickory Creek, TX 75065
- Flower Mound, TX 75022
- Corinth, TX 76210
- Argyle, TX 76226
- Denton, TX 76208
- Denton, TX 76207
- Denton, TX 76205
- Denton, TX 76201
- Denton, TX 76210
- Denton, TX 76209

Mandatory Question (224 response(s))  
Question type: Region Question



**Q20 | Are there any additional comments on short-term rentals, including current and proposed standards, you would like to make?**

I think the proposed STR guidelines are good.

I think properly regulated short term rentals can be a win/win for both residents and the city.

Short term rentals in a subdivision just do not belong. It adds parking on the street which causes clear site issues. Since no background checks are done, it is a safety concern for all residents in the subdivision. Children are not even allowed to play in their front yards with short term rentals because parents have sincere safety concerns.

Need to encourage STR because it creates healthy competition, helps small businesses and lowers inflation.

Short term rentals can drive up prices for residential real estate because real estate agents often advertise extra bedrooms as "mortgage helpers."

We need to make sure that our people are taken care of and housed before we worry about business owners and their profits.

Thank you for being organized in providing this kind of forum. Short-term rentals are needed in Denton and the demand is high. As an operator, we have had so many amazing opportunities to welcome, visit with, and engage with people from all over Texas, the United States, and the globe. Their interaction with us often is the baseline of their expectation in town and causes them to have a higher level of regard for the city, thereby increasing tourism revenue. We explicitly recommend restaurants, shops, and other businesses in Denton, proactively advocating for the tourism and revenue of other businesses in Denton (with zero kick back or commission!) Families of UNT and TWU students rave about having a place nearby that isn't a hotel. Families of athletes playing in Denton feel the same way. Our own neighbors THANKED us for putting so much time, money, and effort into making the property we operate a very nice-looking property. It was transformed from eye sore to gem and I think Denton



would greatly benefit from short-term rental operators rehabbing and fixing up properties in town. There are large sections of properties in Denton that are poorly maintained and, without fail, the short-term rentals are one of the nicest in the area. Compliance honestly might want to look closer at the health and safety of long-term rentals. I've noticed that the resistance to short term rentals comes about from those that are simply reacting out of fear, rather than experience, and are almost solely focused on noise and parties. We as operators HATE parties, and we already expressly forbid them. It's bad business. It's bad for the house and bad for our neighbors, and we want to be excellent neighbors, which we explicitly state in all of our materials to guests. That being said, people host parties all the time at long term rental properties, houses, and apartments. I would love to see the police report volume of officers responding to legitimate noise complaints at short term rentals because I suspect they are very few. The bulk of short term rental guests want to be great guests because they want to come back. One way we've combatted this as hosts is enacting a 2-night stay minimum, which has a great way of sifting out the riffraff. We clearly mark and explain our parking policies. We clearly explain and communicate emergency information. I honestly think that Denton short-term rental hosts are among the best in property upkeep, maintenance, and serve as great ambassadors for the city of Denton. Thank you and don't hesitate to reach out with any questions; happy to help.

Current requirement of 1 on-site parking space per bedroom should be 1 parking space per STR dwelling or apartment.

None near crouched, just like bars. STR rental owners need to abide by a neighborhood zoning, ie none in residential neighborhoods. All STRs need to be inspected initially and every 3 months

Make the owners of short term rentals public. It's important in order to discover any corruption, fraud, shell companies, etc. And to find who has been cited for Violations. TRANSPARENCY. .

I don't think you should be able to rent in a family single home neighborhood.

I believe that STR owners should be held accountable for the conditions of their properties and the impact that they have on the neighborhoods. Most of the STR's we've stayed in had owners nearby or in the same building.



Fight this hard! Wasted millions on fracking. Get this one right!

The requirements to notify neighbors within 1000 feet is not in proposed changes and the old says 100 feet. Need clarification.

The short-term rental market is a driver of housing inequality and insecurity - both for home buyers and renters. Allowing people to short-term rent a bedroom does not rise to the level of taking apartments and houses off the rental and buyer market when housing costs are in a crisis zone. No economic boon to the city can recoup the harm done by short-term rentals of residential housing.

As a new faculty member it was crucial for me to stay in short term rentals to get a sense of different neighborhoods.

I think education is key. It would be beneficial to educate the STR owners of early indicators of problematic guests and safety. . It may not always prevent parties & criminal activity, but it will help. I think having at least a 2 night minimum may be helpful also. Usually, problematic situations happen with 1 night stays. I think safety inspections should be done on the homes before receiving permits. There are so many concerns many owners do not consider. (Railings, containers for cleaners, tripping hazards are a few examples)

I have less of a problem with people that rent out a guest house or a bed room. As long as they live there, I don't like it, but can understand it. What is unacceptable to me is a short term rental where the owner does not live there. This is a hotel, and should be illegal. There is one two houses down from me and there are different people there every day.

No STRs

Short term rentals kill neighborhoods, falsely inflate home prices, and are impossible to monitor. Keep them in rental complexes, but out of family neighborhoods. I live where rentals are prevalent & not one tenant tends to their yards. Not one. Short term rentals turn neighborhoods into run-down areas. I'm a big NO on them.



By allowing an excess of short term rentals in areas that would otherwise be primary residences, it takes away from housing available to locals and drives up the cost of real estate. Cheap housing is a necessity for lower income individuals and if there's a desire to keep small businesses open, they need access to cheap labor. Labor won't be cheap if no one can afford to live here. If anything, many neighborhoods should be zoned in a way that don't allow short term rentals at all, only long term rentals or owners, i.e. people with a vested interest in the property, including its care and appearance.

I live next to a STR and several others, and have experienced fewer problems with the STRs than with the LTR properties surrounding me in terms of noise and property maintenance. The STRs nearby allow me to have friends and family from out of town to stay in Denton within walking distance of my house and experience one of Denton's beloved neighborhoods, as opposed to staying in an impersonal hotel in an unattractive part of town along a major highway.

Seeing how short-term rentals decimated southern California and their already bad parking/ownership I highly advise against short-term housing and should anything pass allowing it I hope all HOA and apartment companies amend their rules to disallow short-term rentals.

We need to discourage short term rentals as it takes away from the ability of private citizens in Denton to be able to both afford rentals available or purchasing a residential home in general. At this state in the city's development we need to prioritize the individuals living in the city rather than the outsiders coming in. While we should welcome them, if we prioritize those not living within the city then we are not serving our citizens the way we deserve to be served.

More short-term rentals reduces affordable housing opportunities for Denton residents

The main attraction to staying in a short term rental for us when we first visited Denton to see the UNT campus and meet faculty was being able to find somewhere that was walkable to the square and walkable to UNT. We found a lovely Airbnb on West Oak and moved here a few months later renting a house one block away. The whole point of short term rentals is that everyone can find exactly what they



need and no more. I have one friend who a pianist who has played both the Royal Albert Hall and Carnegie Hall. He searches for Airbnb's with specific pianos to practice on. Other friends search Airbnb's with outdoor space for their pets and wouldn't consider any place that doesn't meet their needs. Others search for Airbnb's with a Peloton fitness bike. That is the whole point of Airbnb. For my wife and I, we want an affordable place walkable and have no desire whatsoever for parking spaces. If someone wants to have a short-term rental with a parking space because that's what people want, then let them serve that crowd. But if they want to have a short-term rental without a parking space as not everyone wants a parking space, let that market be served too. If certain guests need 10 parking spaces, they can search for properties that meet their needs. And if guests don't need a parking space at all because they are visiting faculty with no desire to drive as many faculty feel, they should be allowed to search for that and not overpay for things they don't need, grand piano, peloton bike, or parking spaces for cars they don't have. That is fundamentally the whole point of this generation of internet websites. People can search exactly for what they need. A parking requirement for Airbnbs is non-sensical, no more than a grand-piano requirement, a Peloton requirement, a lap-pool requirement, an outdoor bike stand requirement on all residential properties or any other nonsense requirement. If people want a parking space, let them get one and if they don't want one as they have no need whatsoever for a parking space, don't force them to pay extra for something they don't need, don't want or won't use.

I know there are several short term rentals in my neighborhood. They have been fine. We have much more issues with regular rentals and their tenants. I'd honestly love to see every rental around me replaced with short term rentals, just because they've been so much less noisy, less parking issues, and less crime brought by them compared to the long term rentals, like 1005 Panhandle

Ban them completely. They price residents out of housing.

Do not allow corporations to buy up residential properties in Denton. It destroys the character and makes it difficult for the residents who make Denton desirable to afford to live here.

Denton has so much to offer because of the people who live here. I acknowledge the need for lodging options near downtown, but I don't have any interest in encouraging more short-term rentals to pop up here.



The short term rental business began as a way to allow folks with extra space to offer it up to someone needing that space. It was friendly, local, and allowed both parties to benefit. However, greed can turn anything sour, and that's what we are seeing in communities all over the country where STRs have been allowed to swallow up towns. I do not want to see large companies owning and renting out numerous short term rentals all over Denton. This would make our town less family friendly. I don't have an issue with people having the right to rent out property they own, but there is a reasonable limit, and our community members have a right to have a vote on that. We also deserve to have a say in what constitutes a short term rental. The more frequently renters move in and out of homes, the less likely neighbors are to get to know them. A huge problem we have today is we do not even know our own neighbors. We are all busy people, and that's ok, but adding high turnover to neighborhoods is only going to decrease Denton's sense of community at a time when we need to get to know each other and be able to care for each other the most. Rotating families and individuals through homes will diminish a lot of the heart that makes Denton an awesome place to live. Whatever happens, there must be full transparency to residents and renters. When we travel and use short term rentals, we often wonder who actually OWNS the place, as it seems those managing the rentals are NOT the owners. This isn't all bad, but I want to understand if I'm renting from a large property management company, or a local who lives here and has the community's best interest at heart. Whole subdivisions are being bought up by large corporations who are not local, and do NOT care what happens to the property or the community; they are simply in it to charge a high rent and turn a profit. Lately we've heard of private equity companies snapping up properties en masse in many new construction neighborhoods here in Denton; these aren't considered short term rentals, but last we heard, nearly 40% of Denton's single family homes are owned by corporations. And STRs can be a huge contributor to that rate rising. The city must be ready to set up databases for residents to see and understand who owns the house, apartment, or duplex next door. We should be able to see how many other properties this person/company owns, and that number should be fairly limited, in order to protect the integrity of our amazing city of Denton.

Short term rentals remove housing opportunities from current residents. While it would be good for occasional times where local hotels and similar accommodations are overwhelmed ( graduation seasons, college move in times, NTFR season), putting the hope of a few times of short term rentals ahead of housing for many in town for long term is a shortsighted mission and one I hope my fellow



Dentonites do not support.

Short term rentals should never be allowed. They drive up prices for "investors" that do not take care of their properties while denying the chance for first time home buyers to get their home and contribute to the community.

Prefer no short term rentals in any established neighborhoods

With the number of college students we have, as well as the number of people that would like to live in Denton and commute in to dfw because of our location, I don't think short term rentals have any place in Denton. These only benefit the owner, and only slightly more than a typical rental house will, and have far less oversight than your typical long term rental. Personally I would not want to live next to house that has new "tenants" every week. As apposed to the typical renter you can get to know and become actually become neighbors with.

Short term rentals should not be allowed in communities that pay HOA fees and who strive to make their neighborhoods a safer place to live. Strangers coming in and out too frequently endangers us all and our property values.

The affect on housing and rental prices cannot be denied. In long term rentals, both of the ones near my house are owned by companies from only not in Denton, but not in Texas. You can see how other cities have seen dramatic increases in prices

Property taken care of properly, no damage or affect to neighborhood and ability to revoke said property when there are numerous violations and complaints.

As elderly widow chose to live in safe neighborhood and no longer feel safe with unknown people renting bedroom for \$40 nightly. It's also against our HOA regulations that I bought property in expecting rules and guidelines to be followed.

While they may seem like a good solution to housing issues, you are just slapping tape over a fire hose. Housing issues in Denton need to be addressed from the bottom up. Providing housing for our



homeless or providing resources for those at risk should be more important than property owners wanting to gain extra income.

STOP allowing short term rentals, it's driving up inflation in the housing market for EVERYONE

I have explained my belief that short-term rentals do not belong in residential neighborhoods in Denton. That said, if short-term rentals are allowed to exist, then there should be strict regulations established to go along with them in regards to noise (no parties), number of occupants, lighting, parking and property upkeep. To this end, there should also be an expectation to surrounding property owners that there will be a reasonable response time from law enforcement for violations and a system for fines and license-revocation for irresponsible short-term rental property owners.

Many students and their families come to Denton to visit or to audition at TWU and UNT, the cost of hotels in Denton is very high, and we are short changing those people who have a reason to come to Denton but who cannot afford those hotels.

Limit of 2 vehicles. Quiet time after 10pm. No parties allowed. Require trash recycling.

Until rent in Denton is reasonable for its full time inhabitants, I have no interest in seeing more short term rentals and more money going into the property owner pockets while Denton residents pay ridiculous amounts for poorly maintained spaces and less than caring landlords

Owners should be required to post all restrictions such as maximum occupancy, quiet times, parking, etc. in their on line offerings for short term rentals

I don't want short term rentals in our neighborhoods, put them in hotels.

They should not be permitted. There are plenty of short term lodging options existing in town. Short-term rentals reduce the sense of community, and only exaserbate the widespread supply issue of affordable permanent housing in this country.



Please put a stop to this nonsense. Venture capitalists make money on the companies that coordinate these with no concern about municipalities or local residents. Do not allow rental scooters or self-driving cars either.

I am absolutely not a fan of Airbnb and the like. I feel like those kinds of properties invite disturbances, violence, visitors who don't care about leaving their trash around the neighborhood, and they drive up the price of rent on an exponential basis. I feel like the nearly unaffordable housing costs in North Texas have, in part, resulted from these kinds of properties. If I had my way, I wouldn't allow them at all, but I understand that some folks feel differently, and I am willing to compromise.

owners are taking low rent long term properties which Denton needs and turning them into short term rentals to make more money in turn hurting low income families

I am totally against short term rentals in Denton

I feel short term rentals should be confined to tourist area with mostly vacation homes and rental for vacations. That is NOT Denton. That said, I do not like governments limiting property rights.

6 month a longer rentals only

Limit the number of people, and cars a rental can have

Short term rental are hotels. Put them next to hotel zoned areas of Denton. Do. Not allow them in Neighborhoods. It is a scary thing to wake up to a new set of neighbors each week.

The city will be making a huge mistake if they allow this to happen.

Certainly need regulations but they should be pro property rights and pro Denton. We need to make Denton convenient for all to visit.



The city can't possibly control short term rentals with existing city services. The city is better off servicing existing Denton residences by not allowing short term rentals. Don't give in to the few and not honor numerous of your true residents that live here in Denton and make this a great place to raise a family.

I don't want any in my neighborhood!

Short term rentals have caused property values to increase, negatively impacting existing neighborhoods via property taxes, and caused me to reconsider plans to buy a house here knowing I won't be able to compete with the much higher offers multi-property short-term rental owners and leasing companies can do. I think allowing it other than the absolute minimum is a dangerous precedent that will see good chunks of Denton sold off and die, similar to what's happened in College Station in the last 3-5 years.

Denton should enact the same laws on this issue as Dallas. They got it RIGHT and for all the right reasons!!

We would eventually like to rent out only one to two bedrooms... at times.

They are a danger and unsafe for anyone with kids & a nuisance to adults and families in the area working to keep their property decent and safe.

I do believe one or 2 per person is best. I have heard of a few investors buying many homes in the same neighborhood, which is not fair to the rest of the community.

Do not allow them

Didl stressing when you're quiet neighborhood turns into party central every weekend. Finding items used for drugs, used condoms, can't get through your neighborhood because cars are blocking the street. Police called and nothing changes. Shots from a gun fired and noise



increases. Once again, police called. Nothing changes. Still loud partying, underage drinking, etc. Do not feel safe anymore in own home.

There should be more short term rentals in Denton.

Major complaint is a house with 2 car driveway being used for parties that bring 20+ vehicles

If someone owns their property then you should not tell them they can not rent it out, Government always trying to control private property is never good.

Short term rentals can be a big benefit to local businesses and the community.

!!!!!!Couldnt enter zip code correctly on survey -- should be Denton, Tx 76210 Public registry maintained of short term rental properties in the city. Greater law enforcement visibility when number of rentals exceed some standard. Annual city inspection of property to insure property is maintained and safe.

No issues with STRs as long as rules are in place and managed properly

We have never had a bad experience staying in a short term rental. We leave the property clean. Take out the trash and always leave feedback about the host on the rental site. Communication is the key. We have 2 rentals booked for the near future. I can hardly wait to travel.

I think they should be allowed but limited with certain conditions: Renting a guest house on your own property should be OK. Renting out one or more of your bedrooms should be OK. Parties should be prohibited, Noise should be kept to a minimum. Parking should be carefully regulated. All STR's should have video surv.

Denton wants to become the largest Non Owner Occupied Housing city. When it does, the decline in quality of life in Denton will become



even more apparent than it is today! I pay Taxes, Renters do not!

Short term rentals can be very good for a community as long as they have some basic rules in regards to parking and quite hours. And those same rules should apply to long term rentals as well....

ident

Your application does not allow me to respond to #: 11, 12, 13, & 16.

Both the council and staff forwarding these proposals have yet to clearly elucidate what problems they are hoping to solve by entering into the regulation of short-term rentals, apart from perception problems raised by certain residents. As such, it is difficult to address these regulations in a data-driven way, as should be the case with all policy in our city.

Please do not allow STR in residential areas

I have small children. The world is scary enough without a revolving door of strangers staying in our neighborhood. They don't receive background checks, they could be anybody. I would prefer NO short term rentals allowed in ANY residential neighborhood.

Residents hold wedding and homecoming parties, make noise, jam neighbor parking lot all the times.

Short-term rentals should not be allowed in residential areas with no easy access to a major tourist attraction or economic/entertainment hub.

No

From the nextdoor app discussion where almost everyone not a host or owner hates them and thinks they are bad. Anyone allowing these to come into residential communities is asking for trouble. people will be hurt neighborhoods will revolt, gang activity will abound, drug dealers love these Prostitution will now be in the house next to your and woman are being trafficked. Once you live the experience you



will see that this is insanity The airbnb next to my at the neighboring home has been shut down. They cant get past town requirements 4 permits and other issues. It has been vacant for about a year now. Yes, I should have used my gopro to record illicit activity but with the Thugs, lowlifes and seemingly gangster types who looked like they were packing at times with something down their pants I decided to not even go outside at all because I felt that at any time the bullets were going to start flying. . It is quite different when the mayhem is actually happening. There were at other times older men with what looked like teen girls at least 2 times. Lots of visitors. likely trafficking, I think. I could smell the weed and observed behavior of extreme drug intoxication. It is the perfect setup for them to get away from places that the police target for drug trade and trafficking. In reality some people were very respectful and obvious to me just good family folk needing a house because they had a family get together or some other event. One very nice family stayed for about 2 months, they were pleasant and waiting for their home to be finish being built they had 2 small dogs and kept them quiet and controlled on a leash when needed. It was that 20% that were either inconsiderate , noisy, keeping late hours, playing loud music. screaming late at night or just sitting out back on the porch at 3AM having a conversation but laughing and alerting my dog since it was maybe 20 feet or so from my bedroom window. The person who put his german shepherd into the storage building that was up against my fence line and let it bark night and day very loud also had taken that same dog out front unleashed and was beating the dog HARD. It was very upsetting dealing with the scum of the earth during that time. I will add the photos of the storage building illegally placed which was advertised as additional living quarters. I won the battle and town had them remove that thing from the property.

Airbnb and the like have only made it harder to own property as everyone with money have bought up everything around and raised the price an exorbitant amount. These rentals should be limited.

They all need to pay hotel occupancy taxes. If a STR is not collecting and paying hotel taxes, than they should not be allowed to operate.

Short Term Rentals might work in a vacation destination (beach/mountain/beach/Orlando), but the ones we stay in are "short term communities". When ALL of the homes are STR, it's better, as it keeps the crime/parking/noise/etc all in one area.

We already have a housing shortage here in Denton. Limiting short-



term rentals throughout the city would be a great move in my opinion. If people want to provide their spare bedroom as a short-term rental, I see no problem with that. But otherwise, tourists should stay in a hotel or with family so more folks can afford a home. Thank you.

I would prefer accepted applicants be a Texas resident or Texas company, no out of state entities.

Keep commercial businesses on commercially zoned land...not in out neighborhoods!

It takes away from the beauty of getting to know your neighbors when the house next to you has a new person there every week. It also limits the available rentals for residents in an already very stressful market. We don't have enough affords housing options for families.

Because of the income I've received from short term rentals, hundreds of guests have experienced the charm of Denton (and many have returned), I have the funds (and incentive!) to keep my property well maintained and looking nice for the sake of my neighborhood and future guests, I have been able to renovate the home while preserving its original Craftsman glory (which is attractive to guests!), and visit my own family in town when we don't have guests. My entire street is beautified and lifted up by our home, and this level of upkeep is only possible because of the income we make from our short term rental. We have never had any complaints or disturbances with neighbors.

NO. We don't need trois in residential areas

1) Airbnb no longer allows parties or events, VRBO and other STR should do the same. 2) Require owners to provide neighbors within 100 ft their contact number and Airbnb's contact info for filing complaints about how a particular STR. 3) If a neighbor complains to the owner & get no response, they should be encouraged to file a complaint to Airbnb/VRBO, etc. If the neighbor does not receive a response or the problem continued they should be encouraged to file complaint with the City of Denton. The city should have a policy outlining this process; include that the StR owner is fined if the problem the neighbor complains about is not corrected.



Your survey is poorly worded. Instead of "unsure", it should read "no change" or "none" or something. Unsure make me sound indecisive, and I have very definite opinions.

I beg the City of Denton to understand that we do not need more short-term rentals for accommodations. If the city wants to bolster our economic appeal for tourism, it should focus on public transportation and infrastructure to make it easier to get to and from Downtown/areas of interest from the various hotels we already have. There is no reason to use housing that could go to families/individuals in order for landlords to make more money than they already do, all the while not maintaining the properties they already have.

I feel strongly that the property owner needs to have a personal interest in maintaining the property and living with the results of actions taken by renters. Allowing people to live remotely and run a rental property that the owner does not have a personal stake in will invite abuse. Placing fines and penalties on the non-resident owner will not discourage people who are only interested in the revenue stream.

No comments

Anyone who has thought it through would prefer a short term rental next door vs an empty property. Vacant property draws rodents , thief's, squatting, deterioration, drugs , and crime . It should be up to property owners how they use the property they worked for , pay tax on , and own ! It should be up to the property owner to set rules , monitor compliance of rules , and enforce rules . A better deterrent to noise and other concerns would be a fine from the city if owners fail to enforce rules , thank you for allowing input .

I think if a person went to the energy and expense of buying, owning and maintaining a house, they should be allowed to use it for short term rental purposes. If they are concerned with bad behavior, simply require a security deposit. If they break the rules, they lose their deposit. Also, check their reviews before renting to them.

It doesn't matter if its short or long term rentals. There are already laws and ordinances that have to be abided by and enforced. No need to create a solution to a problem that doesn't exist.



Streets are already too narrow for emergency vehicles when property owners park extra vehicles on the street (teen drivers, etc) without adding more cars for people renting space in those same homes.

Do not allow short term rentals within areas zoned reside. Short term rentals are businesses period.

It is already increasingly difficult to find affordable housing due to developers and investors buying up multiple properties, often not taking care of them or their tenants. If short term rentals become popular, there will be less housing and less incentives to keep housing livable. Growth and tourism are wonderful, but not at the expense of the current residents.

there should not be any short term rentals allowed. 6 months or more should be the requirement

Short term rentals should not be allowed within residential neighborhoods, we have plenty of hotels for people to stay at when visiting!!!! Whoever is approving these accessory structures & developing every inch of land needs to stop! We need preservation of green space, more parks, trees, trails, less development.

Limiting the number of properties an individual can own as short term rentals is more important than a broad policy for all short term rentals. Many of the potential issues from the above questions will depend on if the property owner/managers are part of, and responsive to, local community needs. Also prevent companies from buying properties for short term rentals. Only allow individual property owners with Denton or surrounding county addresses to own properties for short term rentals.

I don't think the city needs to over-regulate this. Property owners should have the freedom to rent out their dwelling, and it's up to them to maintain their property. As I mentioned, ST Rental companies have many of their own regulations in place encouraging both respectful guests and appropriate accommodations. Bad guests get bad reviews and don't get invited to future rentals. Bad hosts get bad reviews and people don't stay there.



There have been multiple articles in newspapers and magazines about short term rentals especially in Dallas and Austin, there have been many problems those cities are trying to work with. Being a college town, I feel these problems that they have spoken about will increase.

I don't have a problem with short term rentals. The issue will be if there is not appropriate infrastructure to support existing residents, plus traveling guests.

The more short term rentals are allowed in our area, there will be less affordable homes for low income or first time home buyers. It will turn our neighborhoods from a neighborly communities into a money making opportunity for a few who may not even live in or care about our communities.

Decline. This should not be an option.

I don't think short term rentals should be allowed in HOAs unless the property owner resides in the home for the majority of the year.

I never was concerned about STRs until I read about the problems in Carrollton/Plano and would not want to see that here.

Most of the people I have come across in the short term rentals are families or couples traveling. I've not met one that had any ill intent.

As an investor, I'm considering buying a short term rental; however, there are certain neighborhoods I believe are best suited for this and those would be downtown and around the universities because they're already mostly rentals. I also believe 10 guests are too many, regardless of the size of the property because of the increased noise, cars and trash. I think there should be a maximum of 6 guests per property. In a tourist-heavy city like Branson, MO you have whole areas of condos and cabins that are short term rentals and they're not in single family neighborhoods. We don't have that here in Denton so you're basically turning existing homes into vacation homes. It's not going to go over well in most neighborhoods.

Look into limitations for LLCs from operating short-term rentals.

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We enjoy AirBNB and VRBO units while traveling. They enhance our experiences learning more about each community and the hosts as we travel. Denton could certainly benefit if this type of lodging increases here.

Limits on # of persons per bed

1. Inspections of the properties requesting permit to STR should occur prior to granting the permit and at the beginning of each annual re-registration. 2. Establish sizes for parking spots similar to retail and commercial businesses. 3. There must be a mechanism to investigate and record violations to the permit conditions. A police report is ineffective because not all permit violations are criminal offenses and will not be recorded by the police, i.e. use of the STR for throwing a party is not illegal. Each of the permit conditions should have a stated method/ contact for neighbors to register violations. A COD response contact and timeframe to logged complaints should be stated. 4. Most problems with STRs in a residential neighborhood will occur outside of normal business hours and need a 24 hr. response to address violation concerns. Allow photo documentation by neighbors or violation report calls to count toward the permit revocation criteria. 5. The registration/ permit process should not include an owner provided sketch of the subject property. Require submittal of the property information from DCAD which is easily available, more accurate, states the number of bedrooms to determine parking required and confirms any ADU is legitimate and on the books. Taxes lost from illicit structures offsets any economic benefit the rental sales tax would provide. 6. Unregistered STRs should have an accompanied penalty to discourage non-compliance. Why would anyone register and be subject to requirements until they are caught. 7. Require the owner provide the mechanism/websites the property is advertised on. 8. The COD should publish registered STRs as a service to potential guests, property owners and to allow neighboring citizens to know if an active property is registered. This would not create a risk for the properties any more than it being listed on a website. If a concern, have the list be available only after registering to access.

- Priority should be provided for neighborhood density, safety, privacy, traffic, and aesthetics. City of Denton is creating opportunities for slums that decreases property value.
- Parking for STR needs to remain on the property site. Additionally, sizes for parking spots can



be established like retail and commercial businesses. • In the interest of transparency and convenience, STR registration should be attached to DCAD as specs for the resident/property are already in an organized system and the structures can be taxed appropriately. • The registration/permit process should not include an owner provided sketch of the subject property. Require submittal of the property information from DCAD which is easily available, more accurate, states the number of bedrooms to determine parking required and confirms any ADU is legitimate and on the books. Taxes lost from illicit structures offsets any economic benefit the rental sales tax would provide. • Unregistered STRs should have an accompanied penalty to discourage non-compliance. Why would anyone register and be subject to requirements until they are caught. • At the meeting on Thursday, August 17th, it was reported that Compliance for STR is the priority. Compliance cannot be attained without Enforcement. Requesting enforcement be coupled with compliance. Examples were provided of police notification of incidents at STR without follow-up on the calls. • Most problems with STRs in a residential neighborhood will occur outside of normal business hours and need a 24-hr. response to address violation concerns. Allow photo documentation by neighbors or violation report calls to count toward the permit revocation criteria. • There must be a mechanism to investigate and record violations to the permit conditions. A police report is ineffective because not all permit violations are criminal offenses and will not be recorded by the police, for example, use of the STR for throwing a party is not illegal. Each of the permit conditions should have a stated method/ contact for neighbors to register violations. A COD response contact and timeframe to logged complaints should be stated. • It was also mentioned at the August 17th meeting that STRs are not a business. Clearly, a fee for a service is a business and should be taxed and monitored as such. • Permits and Enforcement of STR should be tracked at a public City website. • The City of Denton should publish registered STRs as a service to potential guests, property owners and to allow neighboring citizens to know if an active property is registered. This would not create a risk for the properties any more than it being listed on a website. If there is a concern, have the list be available only after registering to access. • Require the owner provide the mechanism/websites on which the property is advertised. • Inspections of the properties requesting permit to STR should occur prior to granting the permit and at the beginning of each annual registration. • Currently 300 or more STR in COD. Recommending the COD place, a limit on the number of STR allowed.

Our HOA wouldn't allow it so I am not worried about my neighborhood. Not sure if there is a market for it here in Denton. I rented a few in Colorado and New Mexico and they were well taken

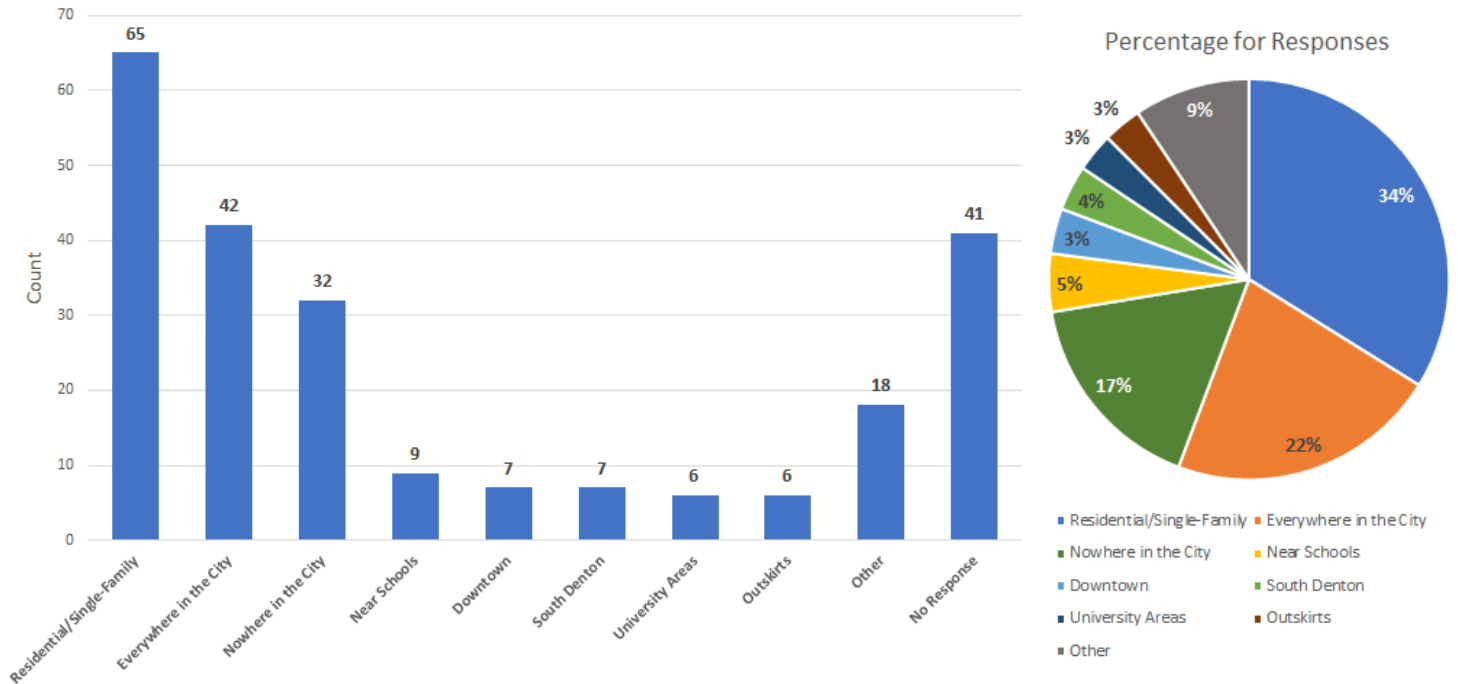


care of.

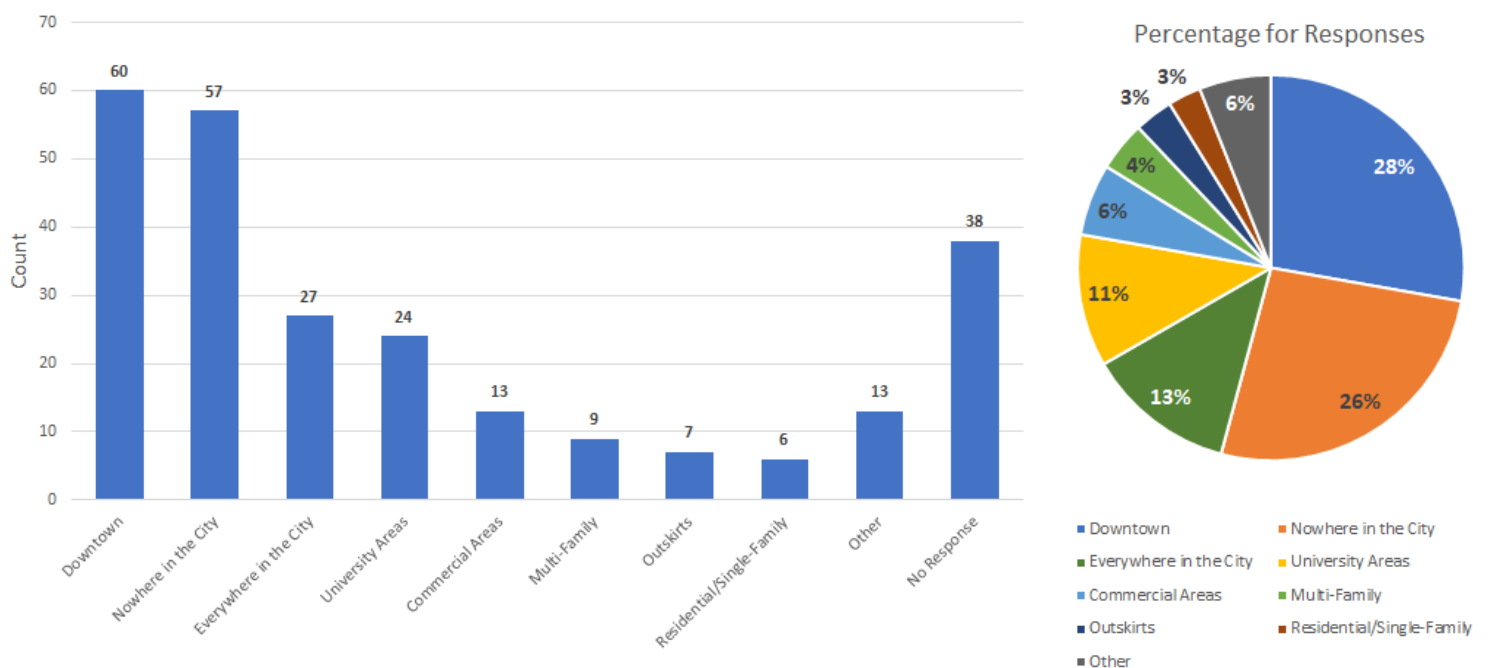
Optional question (123 response(s), 101 skipped)

Question type: Essay Question

### Q12 What areas of the city would you want to see fewer short-term rentals?



### Q13 What areas of the city would you be fine with seeing more short-term rentals?

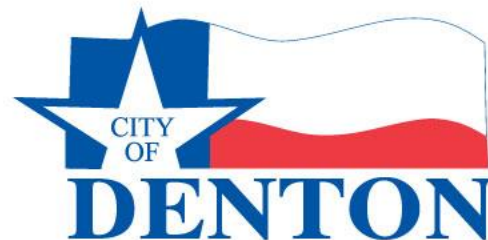




# DCA23-0002b

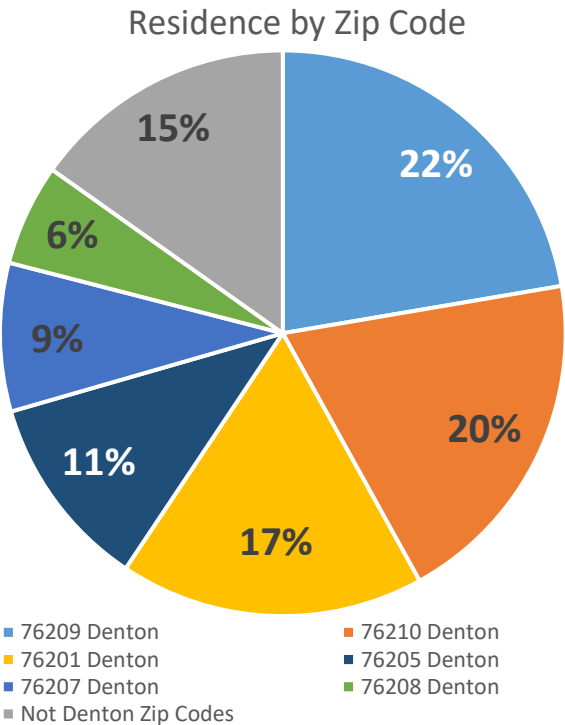
# Short-Term Rental Survey

Survey Response Report  
August 18, 2023 – September 11, 2023





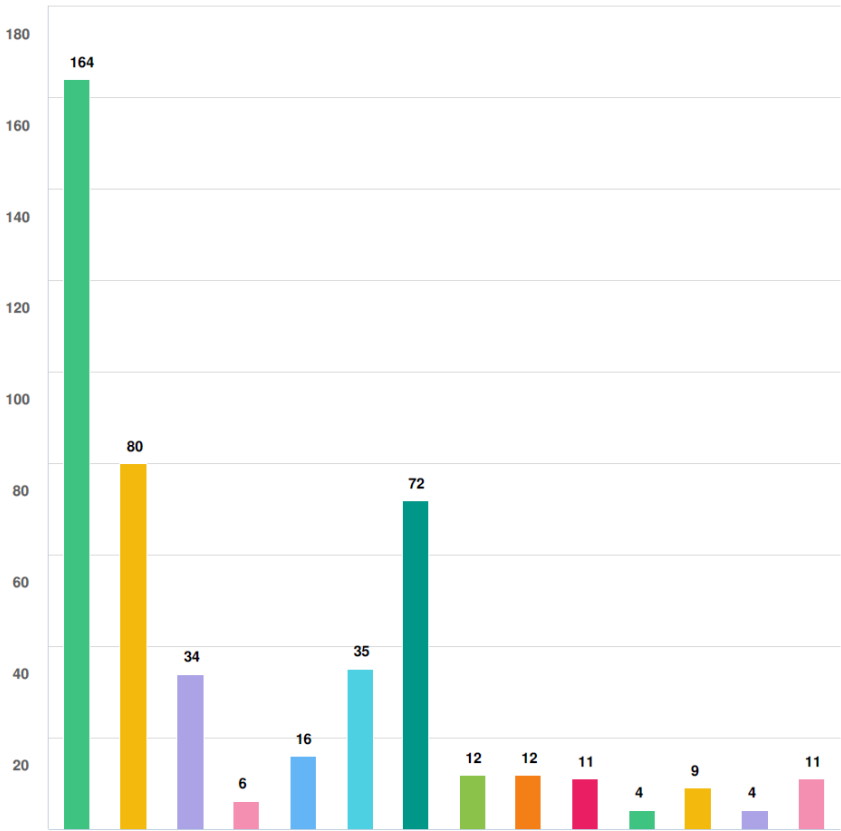
# Respondents



\*85% of respondents identified as having a Denton zip code

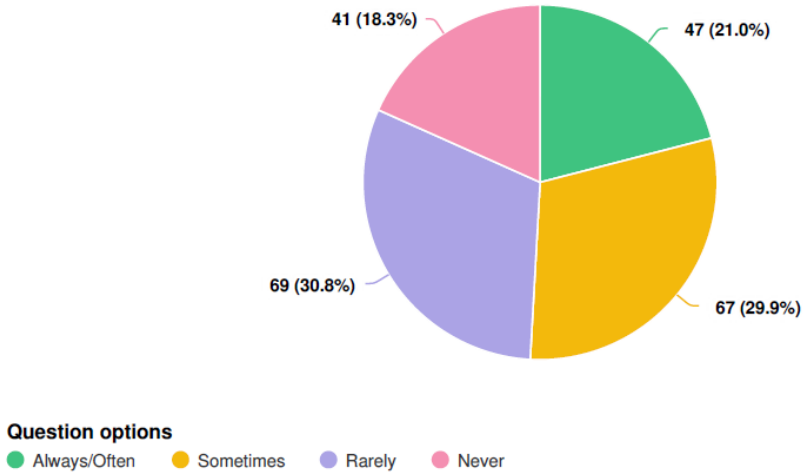


Q18 How would you describe yourself?Check all that apply.



- Question options
- Other (please specify)
  - I manage a short-term rental in Denton
  - I own a short-term rental in Denton
  - I am in the hospitality industry (e.g. hotel professional)
  - I am a real estate professional
  - I own residential property in Denton, but do not reside there
  - I am a student in Denton
  - I work in Denton
  - I own a business in Denton
  - I reside outside of Denton, but visit often
  - I live with family/friends in Denton but do not pay rent
  - I am a tenant at residential property in Denton
  - I reside in a HOA in Denton
  - I own and reside at residential property in Denton

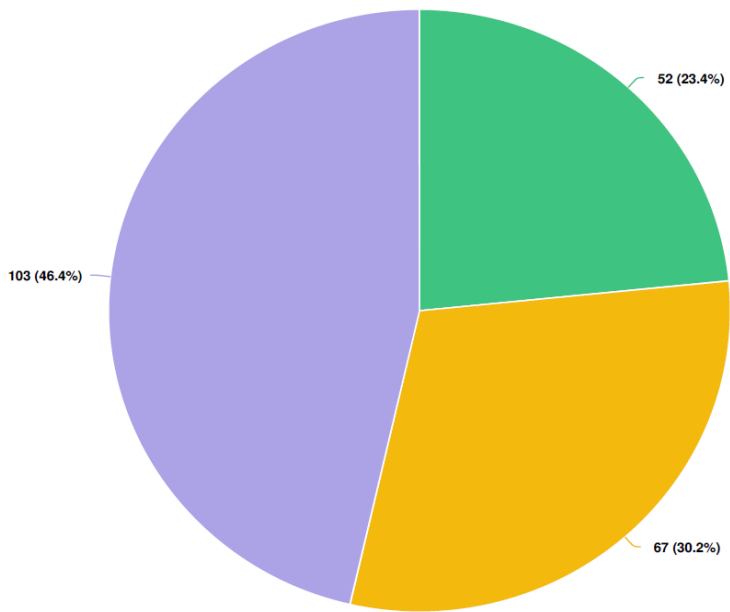
Q1 When traveling, how often do you use short-term rentals?





# STR Sentiments

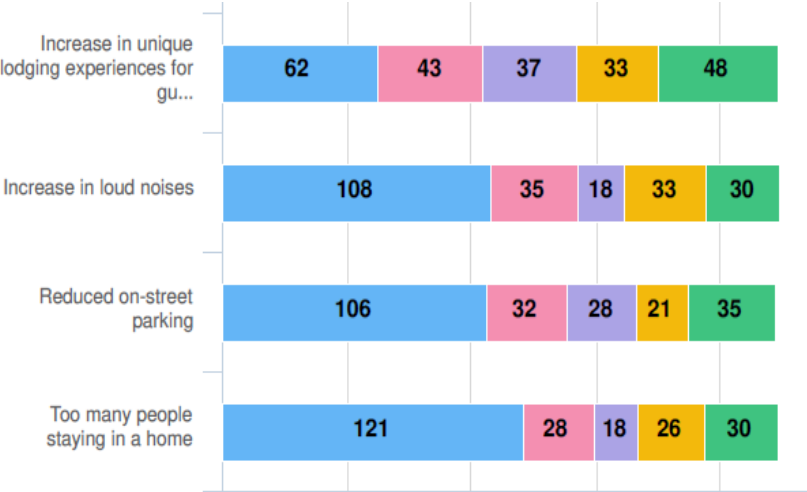
Q6 Do you currently live near a short-term rental?



Question options  
● Yes ● No ● Unsure



Q7 Which of the following experiences associated with short-term rentals do you think will happen.



Question options  
● Definitely agree  
● Somewhat agree  
● Unsure  
● Somewhat disagree  
● Definitely disagree

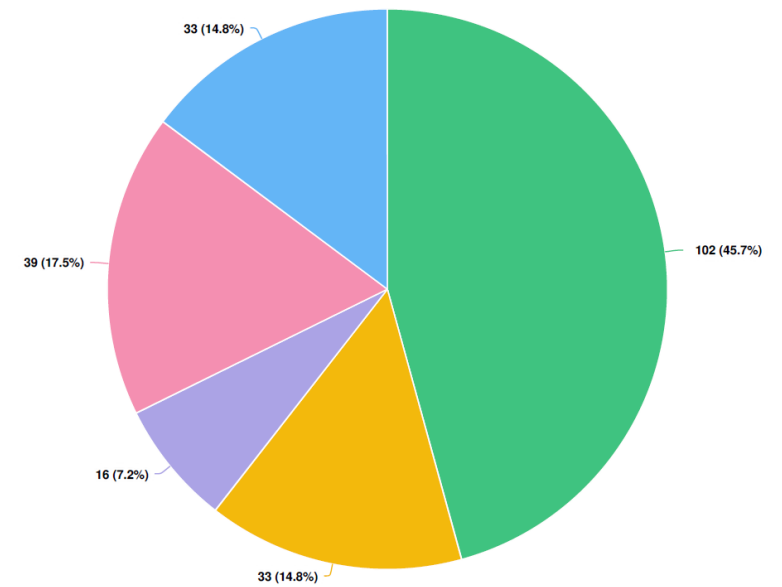




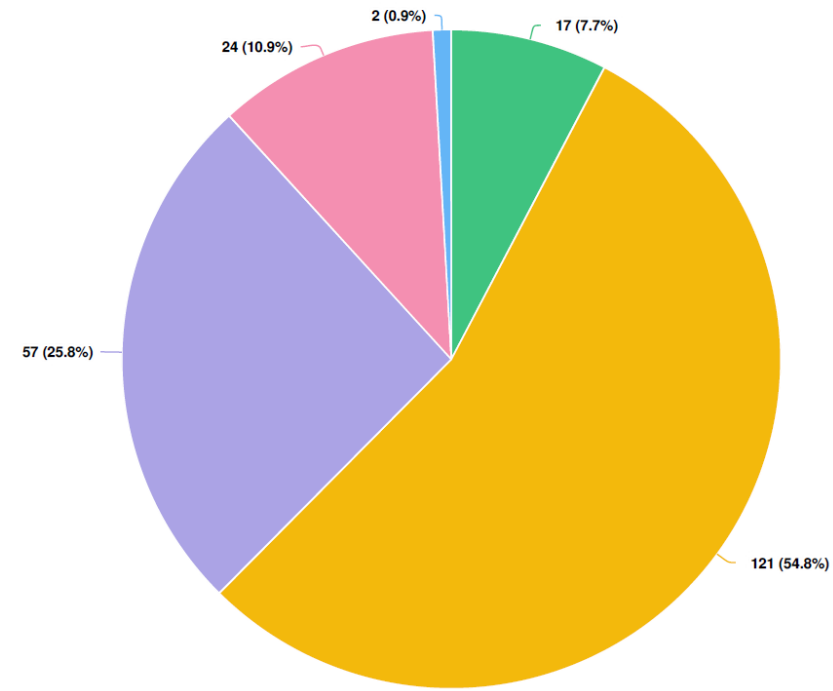
# STR Sentiments

Q10 | If a short-term rental registers in your neighborhood, how do you think it would affect your property value?

Q9 | If a short-term rental registers in your neighborhood, how would you feel?



\*65% uncomfortable/very uncomfortable



Question options

- Very Comfortable
- Comfortable
- Unsure
- Uncomfortable
- Very Uncomfortable

Question options

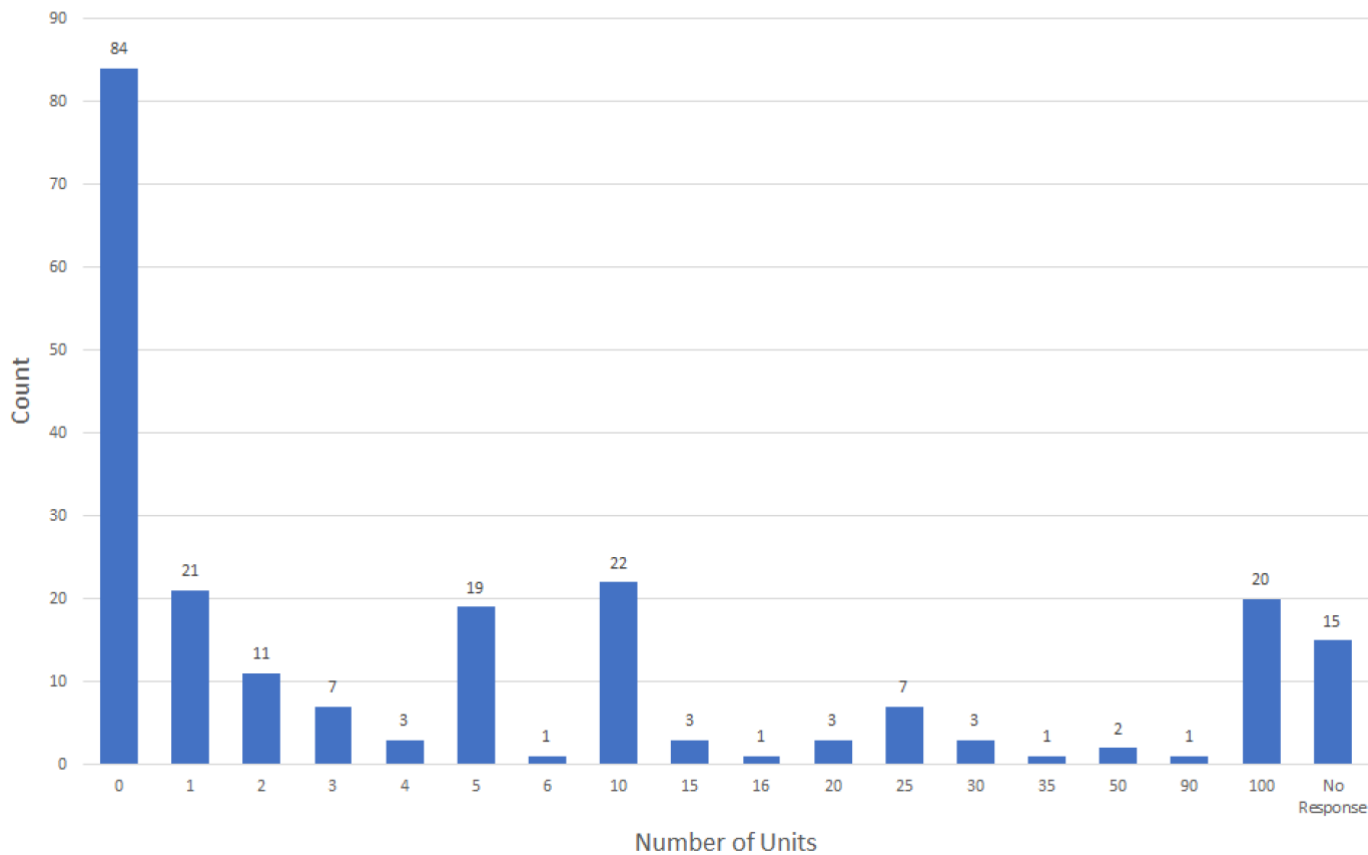
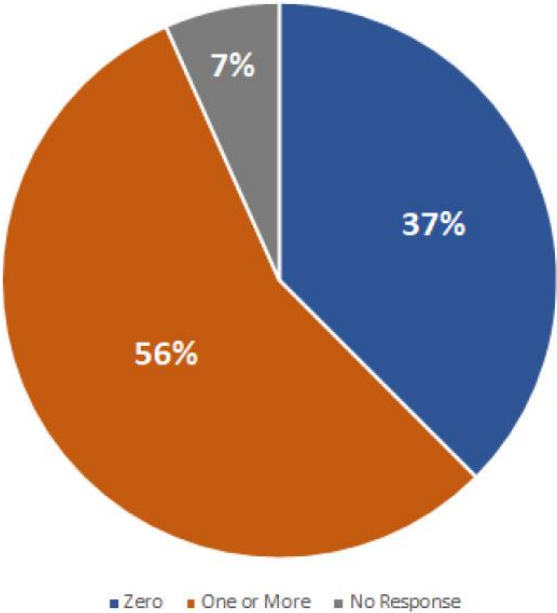
- Not Applicable
- Unsure
- No Impact/Neutral
- Decreases Property Value
- Increases Property Value





# STR Density

Q11 Out of 100 residential dwelling units, how many residential units should be allowed as short-term rentals?

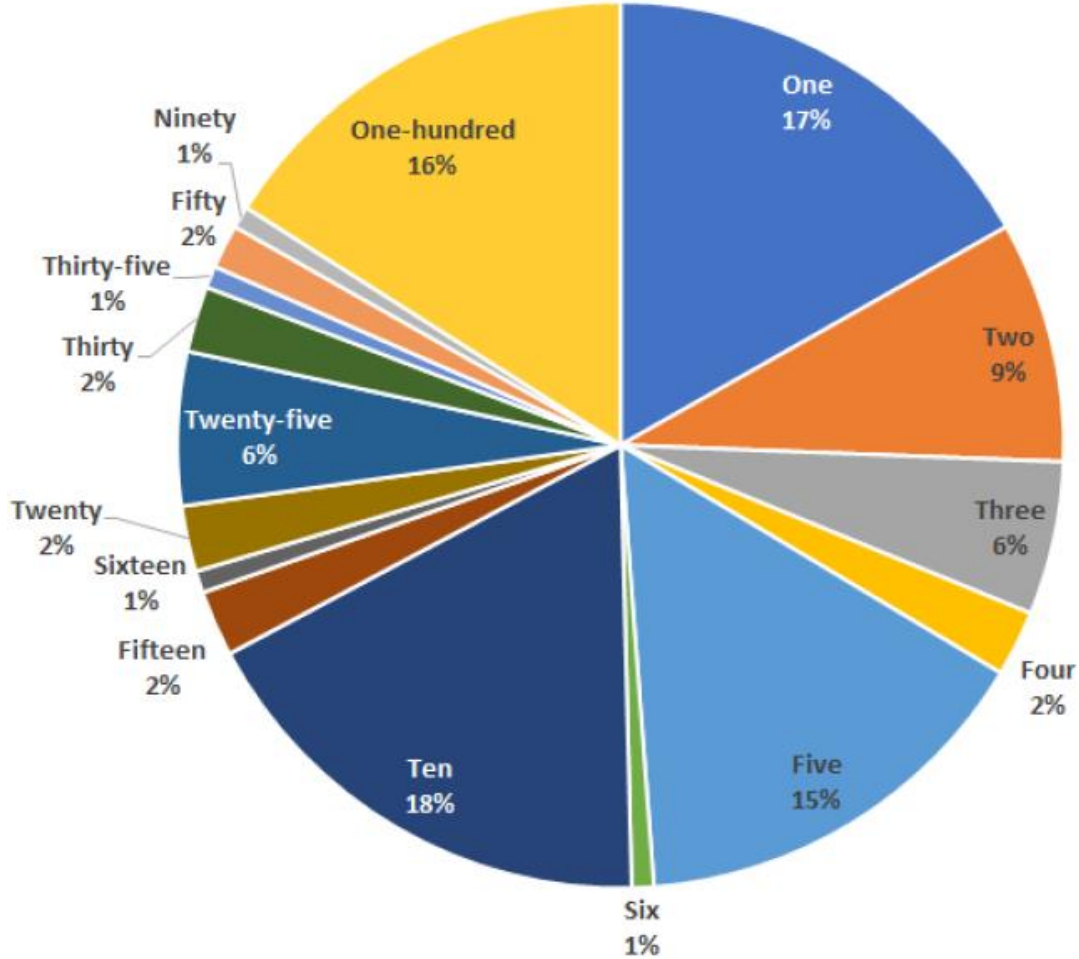






# STR Density

Breakdown of Responses that were One or More

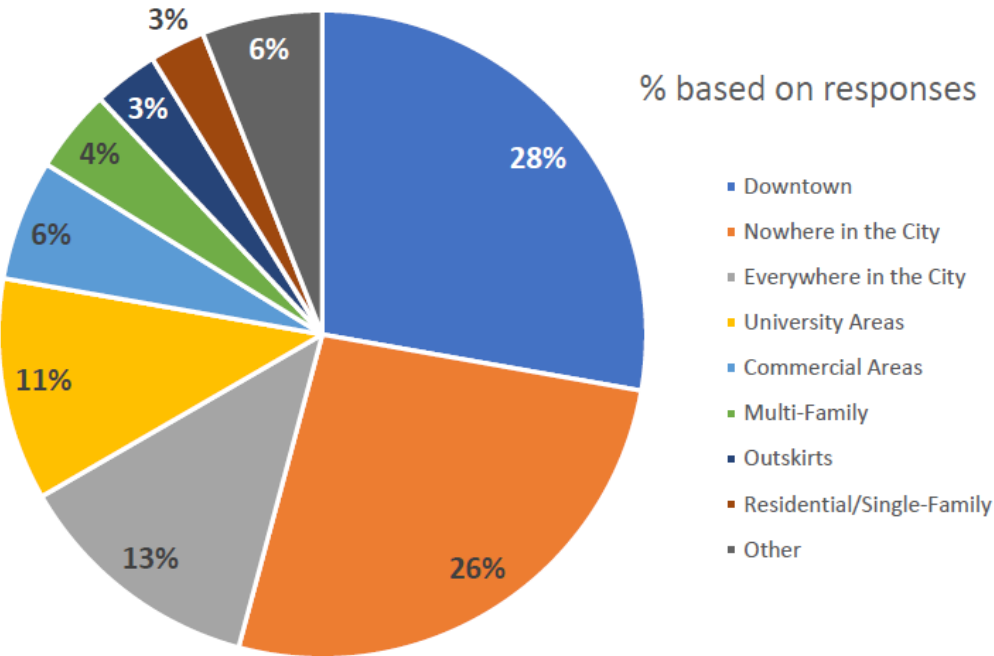
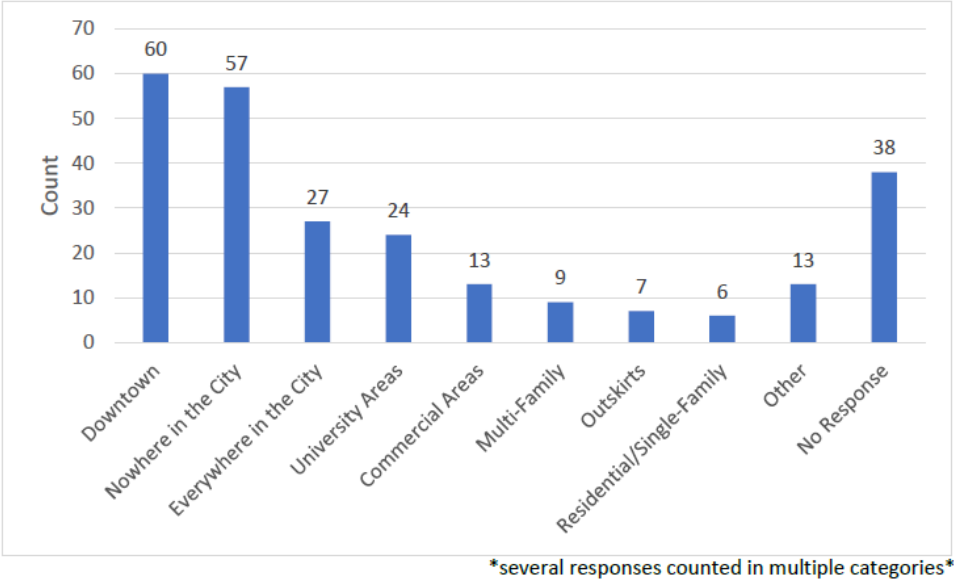


\*68% of those who responded one picked a number between 1 and 10 units.



# STR Location

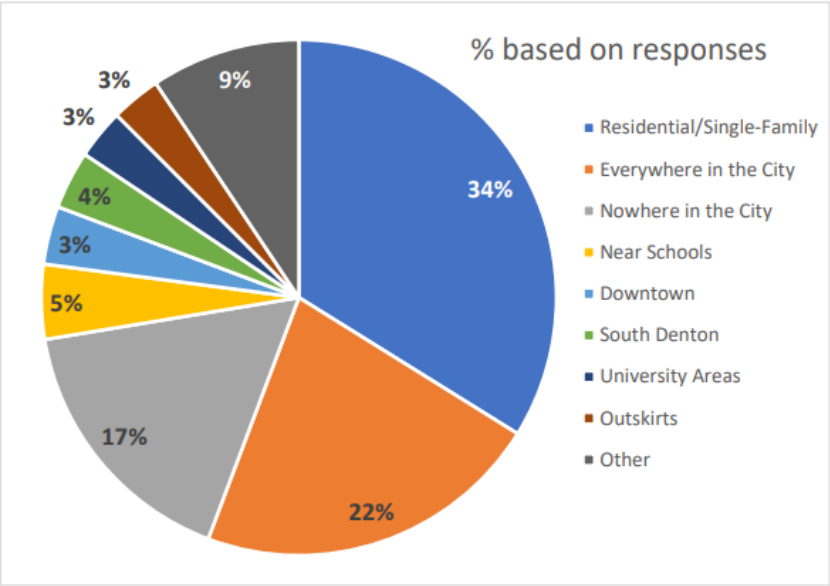
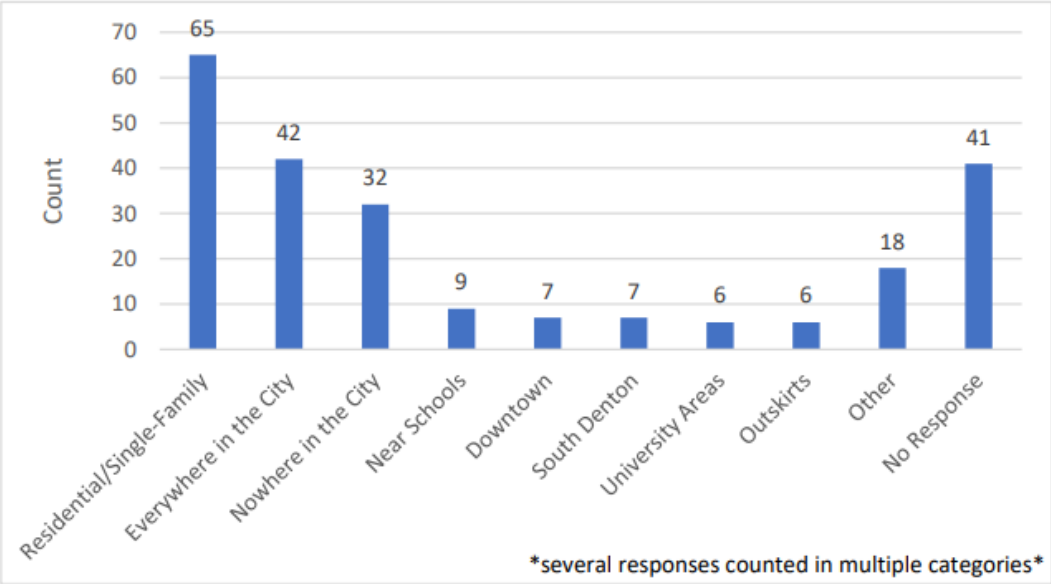
Q13: What areas would you be fine with seeing more short-term rentals?





# STR Location

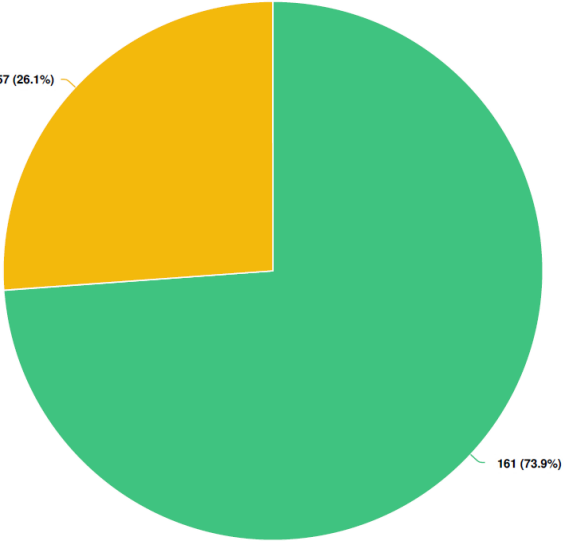
Q12: What areas of the city would you want to see fewer short-term rentals?



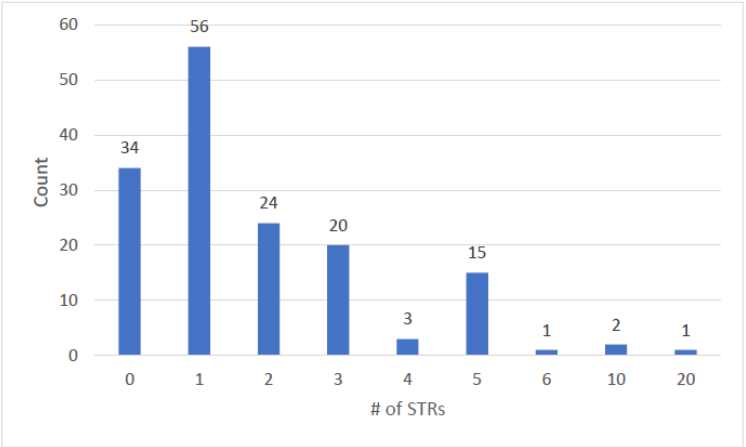


# STR Ownership Maximums

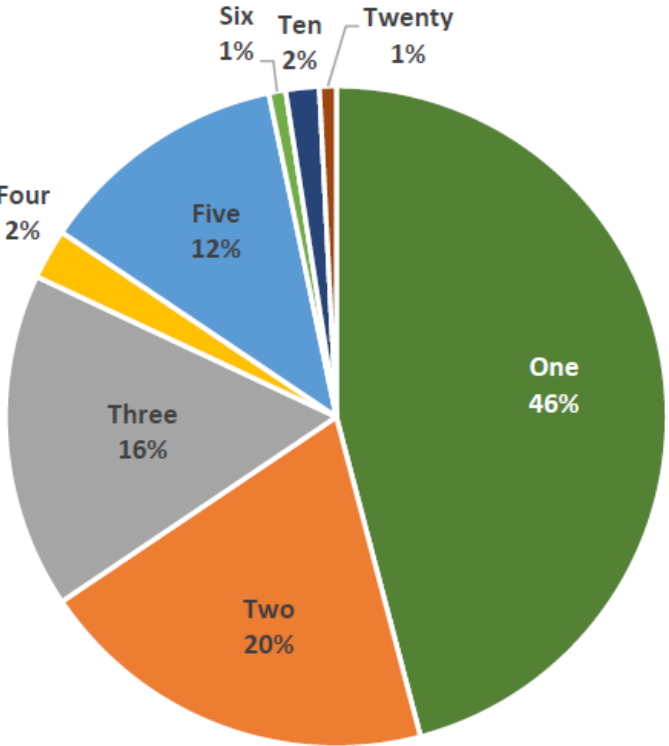
Q15 | Should there be a maximum number of short-term rentals an owner can have?



Q16: If yes to the previous question (should there be a maximum number of short-term rentals an owner can have?), how many properties?



Responses that were "one or more"



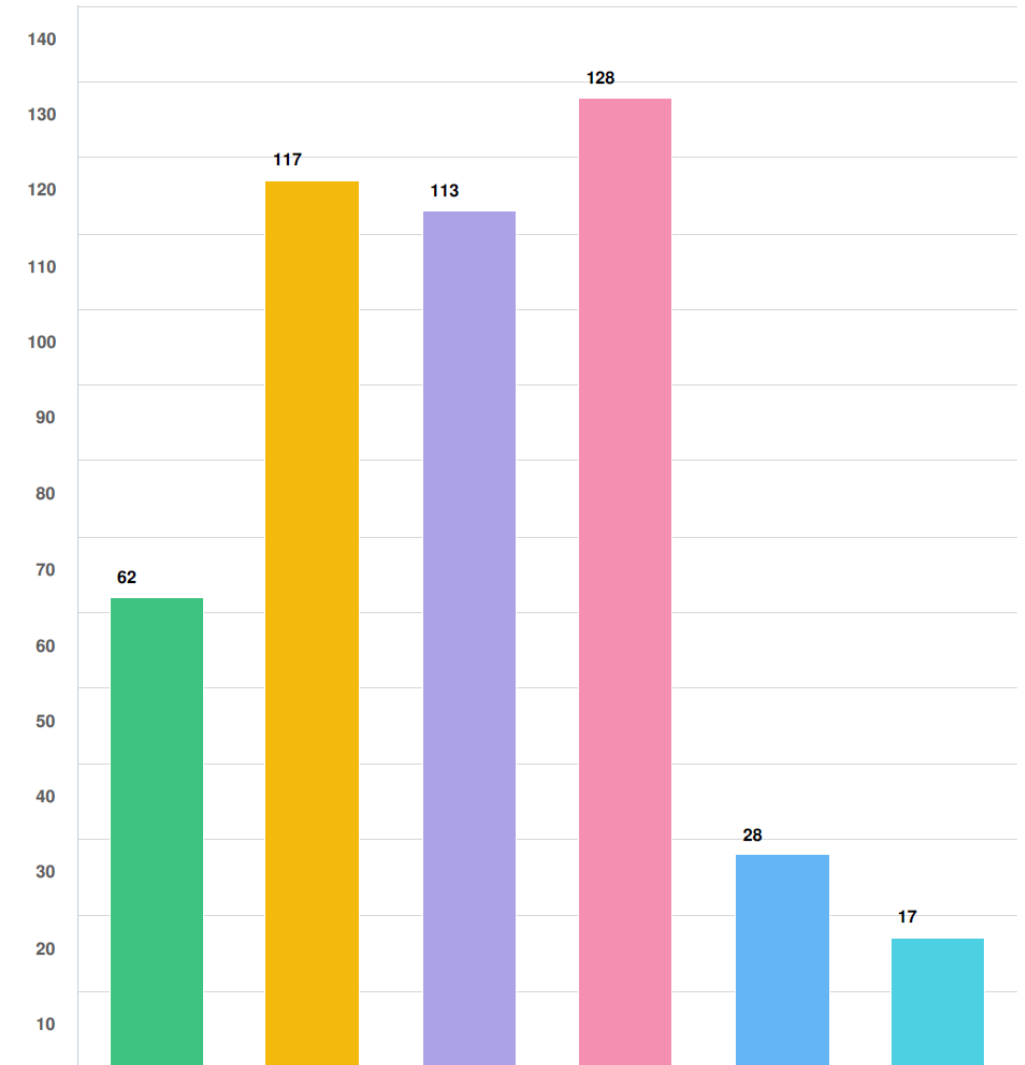


# STR Parking

## Question options

- Other (please explain)
- Not concerned about parking
- Require owners to provide parking regulations to guests
- Require owners to advertise the number of available parking spots on the property
- Require all guest parking be accommodated on site
- Require one parking space on site per bedroom

Q17 If concerned about parking, which of the following solutions would be acceptable?  
Check all that apply.





# Q20 | Additional Comments on Short-Term Rentals:

Concern	Policy
Affordable Housing Concerns	<ul style="list-style-type: none"><li>Affordable Housing Toolkit</li><li>Denton 2040 Comprehensive Plan</li><li>Consolidated Plan for Housing and Community Development</li></ul>
Increased Trash in Neighborhoods	<ul style="list-style-type: none"><li>City of Denton Code of Ordinances: Chapter 15, Article V: It is <b>unlawful and declared a nuisance</b> for any person owning, claiming, occupying or having supervision or control of any real property, occupied or unoccupied, within the corporate limits of the city, <b>to fail to remove any refuse, trash, debris, filth, carrion, junk, or garbage from any such real property, including easements and rights-of-way.</b></li></ul>
Noise Disturbances	<ul style="list-style-type: none"><li>City of Denton Code of Ordinances: Chapter 15, Article II: <b>It shall be unlawful</b> for a person to make or cause any <b>unreasonably loud or disturbing noise</b>, which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof</li></ul>
Health/Life/Safety Concerns	<ul style="list-style-type: none"><li>City of Denton Non-Emergency Line</li><li>911 in event of emergency</li></ul>





# Questions?



The Honorable Gerald Hudspeth and Council  
City of Denton  
601 East Hickory Street  
Denton, TX 76205



July 11, 2024

Mayor Hudspeth and Members of the Council,

On behalf of the nearly 1,400 members of the Greater Denton/Wise Association of REALTORS®, I write today to provide feedback on the proposed updates to the City of Denton's short-term rental (STR) ordinance. Our association is built on a foundation of private property rights, and we advocate on behalf of homeowners throughout the city, and the surrounding region.

As a property owner, you have a bundle of 3 basic rights: you can use your property, you can rent your property, or you can transfer your property.

Eliminating someone's ability to rent their property restrains a third of those rights. Some people might not consider short-term rentals to be "rental housing," but the fact of the matter is, they are. People have been renting rooms or whole homes on a short-term basis for hundreds of years... in fact, state law says that a residential lease of any length still is a *residential* lease.

The Greater Denton/Wise Association of REALTORS® believes that private property rights deserve significant protection. But an overall citywide cap and neighborhood-by-neighborhood density cap on short-term rentals would limit or eliminate a property owner's right to rent their home – not because they've proven to be an irresponsible landlord, but simply because someone else nearby is already exercising their right to rent. Further, such caps are typically arbitrary – there is no defined number of short-term rentals that is better or worse for a city; setting a limit in that way sets up a scenario in the future to further reduce the number of properties that may be rented. Our association must oppose any policy that takes away property rights without due cause.

We recognize the importance of updating the City's existing STR ordinance to comply with the 5th Circuit Court of Appeals ruling in *Hignell vs the City New Orleans*. But elements of the current ordinance, passed in 2019, are well-suited to collect the hotel occupancy tax and effectively manage noise, parking, and trash disturbances in our neighborhoods, consistent with policies already implemented by code enforcement and police.

While we are of course sympathetic to individual experiences with disruptive behavior in a neighboring home, it is our experience that *generally* STRs are not linked to an overall increase



in nuisance or public harm. In fact, STRs are often maintained to a much higher standard than other types of housing.

Further, short-term rental aggregators have made a concerted effort to cut down on disruptive behavior like parties and loud noise and have partnered with local law enforcement and city governments to ensure compliance. Landlords who violate those policies risk losing their ability to use platforms like AirBNB.

In a recent City of Denton survey, 72 percent of respondents expressed that they are okay with some new STRs. Concerns expressed in that survey were typically hypothetical, in which respondents described issues that *might* arise. Public education about the benefits STRs bring, along with remedies available when problems do occur, would help constituents feel confident in the way the city and landlords handle short-term rental homes.

It's important to remember that communities do benefit from short-term rentals. STRs bring revenue and jobs. A recent study, not far away in Fredericksburg Texas, showed STRs have an annual economic impact of \$233 million. Here in Denton, we collect a 7 percent local hotel occupancy tax from all short-term rentals – this is a huge benefit to our tax base and alleviates pressure on our property taxes.

We appreciate the Council's willingness to approach this topic with thoughtfulness and respect for all stakeholders. The Greater Denton/Wise Association of REALTORS® has been a committed partner to the city on policy matters related to housing, and we offer our input and expertise on this issue as well. We would be happy to collaborate on an economic impact study for the city of Denton in addition to any other way we could provide our help and resources. Our door is always open.

Thank you for your consideration.

*Lisa McEntire*

**Lisa McEntire**

2024 President

Greater Denton/Wise Association of REALTORS®

3805 W University Dr.

Denton, TX 76207



## Manglaris, Angie

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**From:** Lauren with RealEstateManDFW <lauren@dougshanahan.net>  
**Sent:** Wednesday, May 29, 2024 3:07 PM  
**To:** Manglaris, Angie  
**Subject:** STR Hosting caps and regulating feet apart

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

Dear Ms. Manglaris,

My husband and I own and operate two furnished rentals in Denton. One is a block from the UNT campus and the other is close to TWU. We have been offering these rentals for more than 6 years and love what we do.

We host all sorts of guests from families transferring to our area who need a place to stay while their home is being repaired, or maybe they are waiting for their close date for those moving here.

We also get visiting teachers, nurses and other professionals who need a home away from home for a few months. In fact, during Covid, we helped a military family who were escaping from Egypt and were desperate for find a nice home for their family here in Denton. We were so happy to host them, and we have remained good friends since.

On occasion, we may also offer a shorter term stay depending on what our guests need, provided we have vacancy in between the longer stays.

In addition, my husband and I will soon be building our new home on Amarillo Street in Denton, near the square and UNT. We plan to offer a guest suite as a short term rental for visiting professors and others who need accommodations near UNT.

We are worried that the new proposed regulations could hamper our ability to continuing to offer our fantastic homes to such wonderful guests.

I am not sure I understand why the City would have to limit the number of STR's. This could limit and push out some fantastic Super Hosts in our area that have been working hard keeping their properties to be some of the nicest homes on the block - as do we!


In addition, if my next door neighbor wants to also offer his home as a STR, let's say near UNT, this new proposed regulation of being 100 feet apart could also hamper that, and could hamper us as well. We would find it very hard to do business, knowing that we could be made unlawful at any time.

I can't express enough how hard we work to keep our guests happy and offer a comfortable and well equipped home away from home for them.



We hope these proposed changes will be reconsidered. Thank you for your time and effort on this!

Sincerely,  
Lauren Shanahan  
817-881-9258

 [Redacted signature]



## Manglaris, Angie

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**From:** James King <jamesking@agentsalliance.biz>  
**Sent:** Wednesday, May 29, 2024 1:29 PM  
**To:** Firgens, Tina  
**Cc:** Manglaris, Angie; Zagurski, Hayley; Bodine, Matt  
**Subject:** RE: STR suggestions and/or Requests

Hi Ms. Firgens,

Would you please forward to all the P&Z members, y email was returned from most of their email addresses.

Thank you very much,

James

---

**From:** Firgens, Tina <Tina.Firgens@cityofdenton.com>  
**Sent:** Wednesday, May 29, 2024 1:24 PM  
**To:** James King <jamesking@agentsalliance.biz>  
**Cc:** Manglaris, Angie <Angie.Manglaris@cityofdenton.com>; Zagurski, Hayley <Hayley.Zagurski@cityofdenton.com>; Bodine, Matt <Matt.Bodine@cityofdenton.com>  
**Subject:** RE: STR suggestions and/or Requests

Received. Thank you.

### **Tina M. Firgens, AICP**

Deputy Director of Development Services/Planning Director  
Department of Development Services  
Office: (940) 349-8507 (Direct)  
401 N. Elm Denton, TX 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

---

**From:** James King <jamesking@agentsalliance.biz>  
**Sent:** Wednesday, May 29, 2024 12:04 PM  
**To:** Firgens, Tina <Tina.Firgens@cityofdenton.com>  
**Cc:** Ellis, Margie <Margie.Ellis@cityofdenton.com>; Smith, Tim <Tim.Smith@cityofdenton.com>; jason.coe@cityofdenton.com; desiree.pardon@cityofdenton.com; Pruett, Eric <Eric.Pruett@cityofdenton.com>; Villarreal, Jordan <Jordan.Villarreal@cityofdenton.com>; Kimberly Thaggard <Kimberly.Thaggard@cityofdenton.com>; Melinda King <melinda@reddooroperations.com>  
**Subject:** STR suggestions and/or Requests

 This message has originated from an **External Source**. Please be cautious regarding links and attachments.

Thank you all for serving, I've been in your seat literally. Thankfully, that was 15 years ago!! These are some concerns I have and hope they will be helpful.



It is understood that **the first goal** is to bring in all the current Airbnb locations for occupant and neighbor safety and collection of HOT taxes. **Please make this a plan that allows the owners comply and cure deficiencies, if any? With a reasonable cure period.**

Renewal Applications and Code enforcement:

**Please consider confirming that owners have a cure period such as 30 days to comply.** For example: after a heavy rain there are frequent letters about tall grass. While these are easy to correct and usually without a notice, something such as this could be used to shut down a person's Airbnb business without any real due process.

2.a i.

**1,000 limitation seems like an arbitrary number that just causes confusion.** Even the Airbnb website shows less than that. While we all love our City of Denton, we are not even close to the destination location of New Orleans.

If you stay with any set numerical limitation, then **I would suggest that renewals get priority over new applications.**

**100-foot Distance requirement causes a problem in that a property owners' freedoms can be restricted if a neighbor already has an approved Airbnb.**

2.b.ii.iii.

**Some locations are better and sometimes obvious locations for an Airbnb.**

**Example: Please consider allowing a 4-plex in a mixed use, corridor, other non-residential to use all 4 units as Airbnbs.**

Thanks

James E King, CPA

940-367-1184

[jamesking@agentsalliance.biz](mailto:jamesking@agentsalliance.biz)

**AgentsAlliance**  
SALES • SERVICE • SUPPORT • INDEPENDENCE

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## Manglaris, Angie

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**From:** Mark Haiducek <markhaiducek@gmail.com>  
**Sent:** Tuesday, May 28, 2024 6:15 PM  
**To:** Manglaris, Angie  
**Subject:** Short Term Rentals

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

This message has originated from an External Source. Please be cautious regarding links and attachments.

Dear Angie,

Could you please send this to the proper channels to be heard and evaluated by the City Council and Code Office at the upcoming Planning and Zoning Commission Public Hearing tomorrow night. I will be attending the meeting as well.

Thank you,  
Mark Haiducek

Thank you for your time to listen to my concerns and ideas regarding Short-term Rental homes. I went to the Denton informational meeting on May 23, 2024 where I met Judge Joe Holland, City Councilman and retired Justice of the Peace of Precinct 1 in Denton.

I was discussing my concerns and ideas about short-term rental homes in comparison to long-term rentals. Short-term rentals haven't been around as long as long-term rentals and there is a need for short-term rentals in our community.

To start off, I have concerns about implementing the HOT tax and increasing prices. Please think about how we are gathering, as a community, 8.25% sales tax on existing real estate that has never been taxed before. It is a completely new revenue source for our city/community that we should be embracing.

This is a new and wonderful way to bring more money to our small businesses and support property values in our community. Large Corporate companies who own the hotels do not spend their profits in our community like our local citizens that own short-term rentals.

As a homeowner, I have enjoyed the ability to rent my home short-term which can bring me additional income to aid in better care and maintaining my home. If I were long-term renting my home, I would loose rights and control over my immediate house to a renter that does not always have the same values.

When a long-term renter decides to destroy and vandalize a home in our community, Law Enforcement has not tools to assist in preventing or stopping these crimes and the renters are never brought up on charges for criminal vandalism or



forced to make restitution. Renters can destroy \$10k to \$20k or more in real property damage. This should and would be a federal crime but it's not supported under long-term rentals.

In a short-term rental, when someone breaks house rules, they can be immediately held accountable and resolve the situation at that time with financial charges and / or vacate the premises if needed.

In my experience, this has reduced the need to involve law enforcement and the court system.

A few years ago, I called Denton police about a long-term renter who was actively damaging my property. They explained that it was a Civil issue and the renters had 'owner's rights' to my property which prevented Law enforcement from stopping the vandalism.

To my knowledge and experience in providing rental property, over 50% of long-term rentals have required law enforcement and/or court systems from different illegal situations; but have not experienced or heard of any issues requiring either because of situations with short-term rentals.

As a landowner, I have always care about the Immediate condition of my properties. I.E., I have a Super Host rating of a 4.82 star. Repairs are immediate and property is cleaned thoroughly between every guest.

I hire cleaning services, landscaping and handyman services to keep my property in pristine condition. Through the short-term rental platforms like Airbnb and VRBO, if house rules are not followed IE party's, parking violations they can be fined and charged a fee per house rules. By limiting and controlling any volume or density of short-term rentals is reducing business opportunities and taxes for our existing community. Never has long-term rental property limited by location.

Our community is going to benefit from short-term rentals gathering 8.25% sales tax where we have never been able to receive on long-term rentals. In my opinion, short-term rentals are not in the same category as the hotels. We should take this opportunity to keep our cost and taxes low to entice more professionals to stay in our community in short-term rentals.


--

Mark Haiducek  
214-636-2947



We hope these proposed changes will be reconsidered. Thank you for your time and effort on this!

Sincerely,  
Lauren Shanahan  
817-881-9258

 [Redacted signature]



## Manglaris, Angie

---

**From:** Mark Haiducek <markhaiducek@gmail.com>  
**Sent:** Tuesday, May 28, 2024 6:15 PM  
**To:** Manglaris, Angie  
**Subject:** Short Term Rentals

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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--

Mark Haiducek  
214-636-2947



## Manglaris, Angie

---

**From:** Bob Bobo <bbobo@therapyspacestx.com>  
**Sent:** Wednesday, May 29, 2024 12:00 PM  
**To:** Manglaris, Angie; Bodine, Matt  
**Cc:** hbobo@therapyspacestx.com  
**Subject:** Feedback on the proposed 100-foot Rule for Short Term Rentals

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

We are unable to be at the P&Z meeting this evening but wanted to submit our feedback.

I appreciate all the work the city has done to clarify the landscape for the short-term rental market in Denton. The city has a reasonable handle on the issues and is acting for the good of all residents.

However, I have a concern regarding the proposed 100-foot rule for short-term rentals. This rule could unfairly put Airbnb owners at risk of losing their business simply for not being first in line for registration renewal.

I believe a better approach would be to set a percentage limit in the zone-to-area. This would ensure a fair distribution and avoid penalizing owners based on their timing of registration.

Thank you for considering my feedback.

Best regards,

Bob and Heather Bobo

On Monday, May 20, 2024 at 12:01 PM, Manglaris Angie <[Angie.Manglaris@cityofdenton.com](mailto:Angie.Manglaris@cityofdenton.com)> wrote:

Good morning,

This is Angie Manglaris and Matt Bodine from the City of Denton Planning Division. You have previously indicated interest in the City's Short-Term Rental Code Amendment Project, and we wanted to reach out to you regarding our upcoming Town Hall and future Public Hearings for the project.

A Town Hall will be held on May 23, 2024, at 6:30 p.m., at the Development Service Center, 401 N. Elm Street, to discuss the proposed amendments with the community with opportunities to ask questions directly to city staff.

Further discussions are scheduled for the Planning and Zoning Commission meeting on May 29, 2024, and the City Council meeting on June 4, 2024, both starting at 6:30 p.m. These meetings will take place in the City Council Chambers at City Hall, located at 215 E. McKinney St. They



will include public hearings where amendments concerning the regulation of Short-Term Rentals in Denton will be reviewed and considered.

For more information on these meetings or the proposed amendments to Short-Term Rental regulations, please visit: [www.discussdenton.com/short-term-rentals](http://www.discussdenton.com/short-term-rentals)

As always, please feel free to contact us with additional questions.

Respectfully,

**Angie Manglaris, AICP**

Development Review Manager

Department of Development Services

[401 N. Elm Street, Denton, Texas 76201](#)

Office: (940) 349-8381

**Matt Bodine | Assistant Planner**

Development Services Planning Division

[matt.bodine@cityofdenton.com](mailto:matt.bodine@cityofdenton.com)

Desk: (940) 349-8921

[www.cityofdenton.com](http://www.cityofdenton.com)





ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AMENDING THE DENTON DEVELOPMENT CODE, REGARDING SHORT-TERM RENTAL USE REGULATIONS AND DEFINITIONS, SPECIFICALLY AMENDMENTS TO TABLE 5.2-A- TABLE OF ALLOWED USES, SUBSECTION 5.3.1 USE-SPECIFIC STANDARDS – GENERALLY, SUBSECTION 5.3.5: COMMERCIAL USE-SPECIFIC STANDARDS, TABLE 7.9-I PARKING, AND SECTION 9.2: DEFINITIONS; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF \$2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (DCA23-0002g)

WHEREAS, pursuant to Ordinance No. DCA18-0009q, the City Council of the City of Denton adopted the newly revised 2019 Denton Development Code, (the “DDC”); and

WHEREAS, the Development Code Review Committee (the “DCRC”) met eleven times from March of 2023 to January of 2024 and carefully considered a variety of regulatory concepts; and

WHEREAS, as part of DCRC’s deliberations, City staff was directed to research the nature and extent of short-term rentals in the City of Denton, conduct a public survey, and amend the DDC to provide regulatory options which provide opportunities for conducting short-term rentals while also protecting residential neighborhoods where short-term rentals may be a disruptive land use; and

WHEREAS, City staff have reviewed data and information from other cities’ experiences with short-term rentals and have used this data and information to develop a regulatory structure suitable for and responsive to the needs and interests of the City of Denton; and

WHEREAS, City staff presented the results of the short-term rental preference survey, reflecting a desire in residents to maintain the integrity of single-family areas while allowing higher densities of short-term rentals within certain areas of the city; and

WHEREAS, the regulation of the use and operation of short-term rentals in residential zoning districts is consistent with the 2040 Comprehensive Plan’s goal of ensuring the continued viability of Denton’s established neighborhoods through thoughtful conservation; and

WHEREAS, the City finds that mixed-use and nonresidential zoning districts are more appropriate for short-term rental operation because: medium and higher density residential uses are dispersed throughout these zoning districts; short-term rental operations are less disruptive in these districts due to the density and variety of existing uses; and the locations likely to draw short term rental users – such as universities and downtown Denton - are located in these zoning districts; and

WHEREAS, the City finds that a short-term rental registration cap within residential districts, and no short-term rental registration cap in mixed-use and nonresidential districts would enable the City to both preserve and protect existing neighborhoods and encourage short-term rental operations in appropriate zoning districts; and



WHEREAS, the amendments proposed include the following:

1. Table 5.2-A: Table of Allowed Uses – Update table to show Short-Term Rentals as a permitted use in all zoning districts which allow residential uses.
2. Subsection 5.3.1 Use-Specific Standards – Generally – related to maximum persons occupying a dwelling unit.
3. Subsection 5.3.5: Commercial Use-Specific Standards – related to the regulations and permitting of Short-Term Rental Uses.
4. Table 7.9-I: Parking – related to parking requirements for Short-Term Rental Uses.
5. Section 9.2: Definitions – clarify definitions related to Short-Term Rental Uses.

WHEREAS, on March 20, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, gave the requisite notices by publication, held due hearings, and recommended Approval [7-0] of the amendment to the Denton Development Code; and

WHEREAS, following the March 20, 2024, Planning and Zoning Commission meeting, and due to continually evolving litigation surrounding short-term rentals, staff determined it necessary to conduct a broader public notification process for the Code amendments by providing a mailed notice to property owners potentially affected by the proposed zoning changes in all zoning districts, except Light Industrial, Heavy Industrial and Public Facilities as well as some older Planned Developments, which do not allow for the use under current or proposed regulations, totaling of 29,371 notices mailed to property; and

WHEREAS, on May 29, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, gave the requisite notices by publication, held due hearings, and recommended approval [5-0] of the amendment to the Denton Development Code; and

WHEREAS, on June 4, 2024, the City Council likewise conducted a public hearing in accordance with local and state law, and determined it necessary for additional public engagement and continued the public hearing to July 23,2024; and

WHEREAS, City staff completed additional public engagement by meeting with the Texas Realtor Association and interested residents on June 20, 2024; and

WHEREAS, on July 23, 2024, the City Council conducted a public hearing in accordance with local and state law and the City Council hereby finds that the Code amendments are consistent with the City's comprehensive plan, and federal, state, and local law are in best interests of the City of Denton; NOW, THEREFORE, THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. Table 5.2-A: Table of Allowed Uses, Subsection 5.3.1 Use-Specific Standards, Subsection 5.3.5. Commercial Use-Specific Standards, Table 7.9-i: Parking, and



Section 9.2: Definitions of the DDC are amended as set forth in **“Exhibit A”** which is attached and fully incorporated herein by reference.

**SECTION 3.** Any person, firm, partnership, or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in sum not exceeding \$2,000.00 for each offense. Each day that a provision of this ordinance is violated, shall constitute a separate and distinct offense.

**SECTION 4.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

**SECTION 5.** That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Denton Development Code, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose. For the purposes of compliance and in an effort to treat single-room occupancy short-term rentals the same as entire unit short-term rentals, the current provisions of the Denton Development Code shall extend to single-room short-term rentals from the date of passage of this ordinance to the effective date as specified in Section 6.

**SECTION 6.** In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective August 1, 2024, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_



## Exhibit A

### **Amend 5.2.A Table of Allowed Uses as follows:**

Table 5.2-A: Table of Allowed Uses																	
P = permitted   S = specific use permit required   Blank cell = use prohibited   + = use-specific standards apply																	
	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Commercial Uses																	
Lodging Facilities																	
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+				5.3.5T

### **Amend Subsection 5.3.1 Use-Specific Standards as follows:**

#### **D. Maximum Persons Occupying a Dwelling**

No single dwelling unit shall have more than four unrelated persons residing therein, nor shall any "family" have, additionally, more than four unrelated persons residing with such family. Hotels, motels, bed and breakfast establishments, boarding houses, chapter house, dormitories, Community Homes, Group Homes, Elderly Housing, and Short-Term Rentals are exempt from this requirement. Additionally, any organization or institutional group that receives federal or state funding for the care of individuals is exempt from this requirement.

### **Amend Subsection 5.3.5 Commercial Use-Specific Standards as follows:**

#### **T. Short-Term Rental**

##### **1. Registration Requirements**

No person or entity shall advertise, offer to rent, or rent, lease, sublease, license, or sublicense a dwelling unit or bedroom within the city as a short-term rental for which a registration has not been properly made and filed with the Development Services Department. Registration shall be made upon forms furnished by the city for such purpose and shall specifically require the following minimum information:

- a. Name, address, phone number and e-mail address of the property owner and the management company (if applicable) of the short-term rental property;
- b. Verification that the proposed short-term rental dwelling unit or bedroom is managed by the property owner or by a management company;
- c. Name, address, phone number and e-mail address of the designated Local Emergency Contact;
- d. If the applicant does not own the property where the short-term rental is located, the registrant must provide written authorization, signed by the property owner before a notary public, authorizing the registrant to operate a short-term rental on the premises.



- e. A submission of a sketch floor plan of the dwelling unit or bedroom with dimensional room layout; and
- f. A site plan/survey of the property indicating maximum number of vehicles that can be legally parked on the property, without encroaching onto streets, sidewalks or alleys, other public rights-of-way or public property. The site plan/survey is required to ensure compliance with Section 5.3.5T.2.c.

## **2. Registration Certificates**

### **a. Residential Zoning Districts**

- i. One thousand (1,000) Registration Certificate Limit. The Department of Development Services shall issue a maximum of one thousand (1,000) short-term rental registration certificates per calendar year in Residential Zoning Districts (RR-R7). Registration certificates are per short-term rental unit, and the registration certificate cap applies to all residential use types (including multi-family) in residential districts.
- ii. The Department of Development Services shall process applications in the order of receipt and shall issue new registration certificates in the order that complete applications are received.
- iii. If the number of registration certificates reaches the one thousand (1,000) registration certificates, then the Department of Development Services shall stop processing applications and add applicants to a waiting list.
- iv. A maximum of two (2) short-term rental registration certificates may be issued per parcel.
- v. A short-term rental unit cannot be within 100 feet of an existing short-term rental unit, measured at the property boundary. This does not apply to units on the same parcel.
- vi. All short-term rental registration certificates expire on December 31 of each calendar year.
- vii. Renewal season takes place from November 1 through December 31 of each year. Only renewal applications are accepted during this time.

### **b. Non-residential Zoning Districts**

- i. Registered short-term rentals in non-residential zoning districts do not count toward the one thousand (1,000)- registration certificate cap.
- ii. In multifamily developments, no more than 10% of the units within a given development may be registered as a short-term rental.
- iii. At least two (2) short-term rental units shall be allowed per multifamily development.
- iv. Short-term rentals within non-residential zoning districts are not subject to the 100-foot separation rule.

## **3. Operation**

### **a. External Signage**

There shall be no external on-site or off-site advertising signs or displays indicating the property is a short-term rental.



**b. Limit on Occupants Allowed**

No more than two adult guests per bedroom, plus no more than two additional adults shall be allowed when renting a property as a short-term rental, except that there shall be a maximum occupancy of 10 persons, adults, and children.

**c. Limits on Number of Vehicles**

The maximum number of vehicles allowed at a short-term rental shall be limited to the number of available off-street parking spaces.

**d. Advertisements and Contracts**

Any advertisement of the property as a short-term rental and all rental contracts must contain language that specifies: the allowed maximum number of occupants; maximum number of vehicles; and states that the short-term rental may not be used for the sole or primary purpose of having a party venue (e.g. wedding reception, concert, bachelor or bachelorette party, or any similar activity that would assemble large numbers of attendees).

**e. Restrictions and Enforcement**

The following actions are violations of this DDC and are enforceable as established in Section 1.6 Enforcement Actions.

- i. To advertise, offer, operate or allow to be operated as a short-term rental without first registering, in accordance with this DDC, the property in which the rental is to occur;
- ii. To operate a short-term rental that does not comply with all applicable city and state laws and codes;
- iii. To operate a short-term rental without paying the required hotel occupancy taxes;
- iv. To offer or allow the use of a short-term rental for the sole or primary purpose of having a party venue (e.g., wedding reception, concert, bachelor or bachelorette party, or any similar activity that would assemble large numbers of attendees);
- v. To permit the use of short-term rental for the purpose of: housing sex offenders; operating a structured sober, recovery or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business;
- vi. To fail to update all required registration materials within 30 days if there is a change in Local Emergency Contact, property ownership, or property management company for a registered short-term rental.
- vii. To operate a short-term rental in a vehicle. Refer to Chapter 17, Section 17-2 of the City's Municipal Code of Ordinances for the definition of vehicle and



Section 17-101.A (12) prohibiting the use a vehicle for living or sleeping quarters;

- viii. To operate a short-term rental within a non-permanent structure;
- ix. To not have a Local Emergency Contact available to respond to complaints; and
- x. To not correct any violation(s) found during inspection.

#### **4. Written Briefing and Safety Features**

##### **a. Informational Written Briefing**

Each registrant operating a short-term rental shall provide to guests, in writing, a brochure or e-brochure that includes:

- i. The contact information of the designated Local Emergency Contact;
- ii. Pertinent neighborhood information including, but not limited to, parking restrictions, restrictions on noise and amplified sound, and trash collection schedules; and
- iii. Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire, and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates.

##### **b. Safety Features**

Each short-term rental registrant shall provide, in the premises, working smoke detectors in accordance with adopted codes, at least one working carbon monoxide detector and alarm, and one working fire extinguisher. The premises shall, otherwise comply with all applicable City regulations, including but not limited to Building and Fire Codes.

#### **5. Notification of Approval of Short-Term Rental Registration**

Within 10 days of the approval of a short-term rental registration, the city shall send notice to all property owners within 100 feet of the subject property, and shall include the contact information of the designated Local Emergency Contact, and pertinent information about standards regulating short-term rentals.

#### **6. Registration Term, Fees, and Revocation**

- a. All short-term rental registrations approved under this DDC shall expire on December 31 of each calendar year.
- b. The fee for registration of a short-term rental is identified in the City's adopted fee Schedule.
- c. In lieu of the revocation standards in Subsection 1.6.5B.4, the Director may revoke a short-term rental registration if the registrant has:



- i. Received three notices for violations of the Property Maintenance Code or citations for violations of the Denton Development Code, any other ordinance of the city, or any state or federal law on the premises within the preceding 12-month time period. Examples of such violations include, but are not limited to, noise violations, trash and debris violations, violations for parking vehicles in a manner that impedes the sidewalk or is on an unimproved surface; or
  - ii. Knowingly permitted three notices for violations of the Property Maintenance Code or citations for violations of the Denton Development Code, any other ordinance of the city, or any state or federal law on the premises by any other person within the preceding 12-month time period; or
  - iii. Knowingly made a false statement on the registration application.
- d. Notice of the revocation shall be given to the registrant in writing, served by certified United States mail to the registrant's mailing address on record. The revocation shall become effective fourteen (14) days from the date of mailing.
- e. The Director's decision is final unless the owner files a written appeal pursuant to the procedures established in Subsection 2.8.3: *Appeal of Administrative Decision*.
- f. In the event registrant's short-term rental registration is revoked by the Director and the registrant fails to successfully appeal the Director's decision, no second or additional registration shall be issued for a short-term rental on the premises for 12 months of the date such registration was revoked.

## **7. Right to Inspect Premises**

The City of Denton reserves the right, with reasonable notice to the owner or property management company (as applicable), to inspect the dwelling unit or bedroom to determine compliance with this DDC as well as other applicable city codes.

- a. If only a portion of the premises (bedroom) is offered for rent, then that portion, plus shared amenities and points of access, may be inspected.
- b. If, upon completion of an inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for a violation to be corrected prior to renewal of registration.
- c. Inspections shall be required within six (6) months for all new registrations, when a registration is transferred to another owner, or when additions or modifications are performed to the property which requires a City building permit. Inspections may be required for renewals or upon a violation of any ordinance of the city, state, or federal law.
- d. Inspections shall occur between the hours of 8:00 a.m. and 5:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life, or severe property damage, the building official or designee may enter the short-term rental at any time and upon presentation of identification without the owner's permission.



**Amend Table 7.9-I: Minimum Off-Street Parking as follows:**

Short-Term Rental: The maximum number of vehicles allowed at a short-term rental shall be limited to the number of available off-street parking spaces.

**Amend Section 9.2: Definitions as follows:**

Modify the following terms and definitions:

**Short-Term Rental:** The rental of an entire dwelling unit or bedroom for monetary consideration for a period of time not less than 24 hours and not more than 29 consecutive days, not including a bed and breakfast, boarding or rooming house, hotel, or motel. This definition does not include offering the use of one's property where no fee is charged or collected.

**Local Emergency Contact:** The property owner, registrant, or individual designated by the property owner who is available on a 24-hour basis, have access to the Short-Term Rental Property, and be authorized to address any complaints, disturbances, and emergencies.



# DCA23-0002g: Short-Term Rentals

Angie Manglaris, AICP  
Development Review Manager  
July 23, 2024



File ID: DCA23-0002g

07/23/2024

954



# Current State of Short-Term Rentals

LODGING FACILITIES	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Bed and Breakfast	p+				S+	S+	S+	p+	p+	p+	p+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	p+	p+	p+	p+	p+	p+	p+	p+									5.3.5T

- Defined as rental of an **entire dwelling unit** for monetary consideration for a period of time **less than 30 consecutive days**, not including a bed and breakfast, boarding or rooming house, hotel, or motel. This definition does not include offering the use of one's property where no fee is charged or collected.
- **Registration required** to operate – currently 33 of estimated 250 registered
- Local Emergency Contact required
- **No registration certificate cap** for Short-Term Rentals
- Hotel Occupancy Tax (HOT) remittance required (per Ordinance 96-136)



# Proposed Amendments

Table 5.2-A: Table of Allowed Uses																	
P = permitted    S = specific use permit required    Blank cell = use prohibited    + = use-specific standards apply																	
	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Commercial Uses																	
LODGING FACILITIES																	
Short-Term Rental	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+	p+				5.3.5T

**Amend Table 5.2.A Table of Allowed Uses** to allow STRs as a permitted use in any Zoning District that allows residential uses by right or by Specific Use Permit

**Amend Section 5.3 Use-Specific Standards by amending Subsection 5.3.1.D Maximum Persons Occupying a Dwelling Unit** to include Short-Term Rentals as an exempt land use from this regulation.



# Proposed Amendments – Use Specific Standards

1. **Registration Requirements** – amendments to this Section include: clarification that a single bedroom **or a unit** may be listed as a Short-Term Rental, requirements **to provide management company information** (when applicable), clarifies **Local Emergency Contact** is a defined term in the DDC, and adds additional detail regarding registration submittal requirements.

2. **Registration Certificates** –a proposed addition to the Short-Term Rental Use Specific Standards to address the results of the short-term rental preference survey

## 1. Registration Requirements

No person **or entity** shall advertise, offer to rent, or rent, lease, sublease, license, or sublicense a **residential property** **dwelling unit or bedroom** within the city as a short-term rental for which a registration has not been properly made and filed with the Development Services Department. Registration shall be made upon forms furnished by the city for such purpose and shall specifically require the following minimum information:

- a. Name, address, phone number and e-mail address of the property owner **and the management company** (if applicable) of the short-term rental **property**;
- b. Verification that the proposed short-term rental **property dwelling unit or bedroom** is managed by the property owner or by a management **company**;
- c. Name, address, phone number and e-mail address of the designated **Local Emergency Contact** **local emergency contact**;
- ~~d. The maximum number of occupants permitted for the dwelling unit or sleeping room in accordance with Subsection 5.3.1D: Maximum Persons Occupying a Dwelling;~~
- ~~e.d. If the applicant does not own the property where the short-term rental is located, the registrant must provide written authorization, signed by the property owner before a notary public, authorizing the registrant to operate a short-term rental on the premises.~~
- ~~f.e. A submission of a sketch floor plan of the dwelling unit or bedroom with dimensional room layout; and~~



# Proposed Amendments – Use Specific Standards

## Registration Certificates in Residential Zoning Districts

- One thousand (1,000)- Registration Certificate Limit. The Department of Development Services shall issue a **maximum 1,000 STR registration certificates** per calendar year.
- A **maximum of two (2)** STR registration certificates may be issued per parcel.
- A short-term rental **unit cannot be within 100 feet of an existing short-term rental unit**, measured at the property boundary. Does not apply to units on the same parcel.

## Registration Certificates in Non-Residential Zoning Districts

- Registered Short-Term Rentals (STR) in Non-Residential Zoning Districts **do not count toward the 1,000-registration certificate cap.**
- For multifamily developments, **no more than 10% of the units** within a given development may be registered as a Short-Term Rentals.
- At least two (2) Short-Term Rentals shall be allowed per multifamily development.
- **Not subject to the 100-foot separation rule.**



# Proposed Amendments – Use Specific Standards

4. ***Written Briefing and Safety Features*** –clarify an owner’s or management’s responsibilities to **provide safety information to guests in writing.**

5. ***Notification of Approval of Short-Term Rental Registration*** –clarify **when notification** of an approved Short-Term Rental shall occur and **what information shall be included** within the notification.

## Brochure-Written Briefing and Safety Features

### a. **Informational Brochure-Written Briefing**

Each registrant operating a short-term rental shall provide to guests, in writing a brochure or e-brochure that includes:

i. The ~~registrant’s 24-hour~~ contact information of the designated Local Emergency Contact;

ii. ~~A local responsible party’s 24-hour contract information if the owner is not within the city limits when guests are renting the premises;~~

## Notification of Approval of Short-Term Rental Registration

Within 10 days of the approval of a short-term rental registration, the city shall send notice to all property owners within 100 feet of the subject property, and shall include the contact information of the designated Local Emergency Contact-24-hour complaint line, and pertinent information about standards regulating short-term rentals.



# Proposed Amendments – Use Specific Standards

6. **Registration Term, Fees, and Revocation** –revise and clarify the circumstances under which the Director may **revoke a Short-Term Rental permit**
7. **Right to Inspect Premises** - specify the circumstances under **which an inspection of a Short-Term Rental may occur.**

- c. The Director may revoke a short-term rental registration if the registrant has:
  1. Received three notices for violations of the Property Maintenance Code or citations for violations of the Denton Development Code, any other ordinance of the city, or any state or federal law on the premises within the preceding 12-month time period. Examples of such violations include, but are not limited to, noise violations, trash and debris violations, violations for parking vehicles in a manner that impedes the sidewalk or is on an unimproved surface; or
  2. Knowingly permitted three notices for violations of the Property Maintenance Code or citations for violations of the Denton Development Code, any other ordinance of the city, or any state or federal law on the premises by any other person within the preceding 12-month time period; or
  3. Knowingly made a false statement on the registration application.



# Proposed Amendments

- **Table 7.9-1: Minimum Required Off-Street Parking** –specify the maximum number of vehicles allowed on premise for a Short-Term Rental shall limited to available off-street parking
- **Section 9.2 Definitions** – revise the following definitions:
  - *Short-Term Rental* –clarify the duration of stay for a Short-Term Rental shall be **not less than 24 hours and not greater than 29 consecutive days**, as well as **allow for a bedroom** to be a Short-Term Rental
  - *Local Emergency Contact* – this definition is amended to **clarify and consolidate the requirements** for Local Emergency Contact.



# Updates Since June 4, 2024 City Council meeting

- Staff met with representatives of the Greater Denton/Wise County Realtors Association on June 20, 2024
  - Approximately 18 individuals in attendance (realtors, STR owners/operators and residents)
- Primary concerns expressed by the Association included:
  - 1,000-unit registration cap in residential districts
  - 100-ft separation requirement in residential districts
  - All units within a triplex or fourplex not being able to register in residential districts due to 2 unit per parcel maximum
- Subsequent written response provided states the Association prefers City's current adopted regulations; not support the proposed Code amendments.
- No changes have been made to the proposed ordinance since the June 4, 2024 meeting



# Recommendation

Planning and Zoning Commission considered this item at their May 29, 2024, meeting and recommended approval of the Code Amendments as presented.

Staff recommends **approval** of the amendments related to Short-Term Rental regulations as the proposed amendments meet the established criteria for approval for Code Text Amendments as outlined in Section 2.7.4D of the DDC.

## Questions?





# City of Denton

City Hall  
215 E. McKinney St.  
Denton, Texas 76201  
[www.cityofdenton.com](http://www.cityofdenton.com)

## Legislation Text

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**File #:** DCA24-0003a, **Version:** 1

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### **AGENDA CAPTION**

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas amending the Denton Development Code Subchapter 1; amendments include but are not limited to: Subsection 1.3.4: Conflicts with Other Ordinances and Criteria Manuals; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [6-0] to recommend approval of the request. Motion for approval was made by Commissioner Villarreal and seconded by Commissioner Cole. (DCA24-0003a, Conflicts with Other Ordinances, Angie Manglaris)





# City of Denton

City Hall  
215 E. McKinney Street  
Denton, Texas  
[www.cityofdenton.com](http://www.cityofdenton.com)

## AGENDA INFORMATION SHEET

**DEPARTMENT:** Department of Development Services

**ACM:** Cassey Ogden

**DATE:** July 23, 2024

### **SUBJECT**

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas amending the Denton Development Code Subchapter 1; amendments include but are not limited to: Subsection 1.3.4: Conflicts with Other Ordinances and Criteria Manuals; providing for a penalty in the maximum amount of \$2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [6-0] to recommend approval of the request. Motion for approval was made by Commissioner Villarreal and seconded by Commissioner Cole. (DCA24-0003a, Conflicts with Other Ordinances, Angie Manglaris) <https://dentontx.new.swagit.com/videos/307778?ts=10414>

### **BACKGROUND**

On June 4, 2024 the City Council adopted the Denton Design Criteria Manual (DCM), which consolidates the Solid Waste Design Criteria Manual, Stormwater Design Criteria Manual, Transportation Design Criteria Manual, Water and Wastewater Design Criteria Manual, and Streetlight Design Criteria Manual into one manual. The purpose of the Denton Design Criteria Manual is to provide minimum, non-exhaustive guidelines for the design and construction of solid waste, stormwater, transportation, water and wastewater, and streetlight infrastructure within the City of Denton, Texas and its extraterritorial jurisdictions.

The DCM Section 1.2 specifies that in the event of conflict between the DCM and the Denton Development Code (DDC), the DCM shall not supersede the regulations contained within the DDC. Currently, DDC Subsection 1.3.4 specifies that whenever any provision of the DDC conflicts with the provisions of a criteria manual, the criteria manual shall control. Thus, a Code amendment is necessary to resolve the discrepancy between the newly adopted DCM and the DDC as it relates to conflicting provisions.

The purpose of the Denton Development Code is to establish subdivision and design standards and land use regulations related to the development of land in the City of Denton to promote health, life and safety as well as to carry out the goals set forth in the Denton 2040 Comprehensive Plan. Criteria manuals are intended to provide supplemental technical detail related to carrying out the provisions of the Denton Development Code, and therefore should not supersede the zoning standards on which the technical specifications are based.

In addition to resolving the conflict noted above, the Subsection 1.3.4 Code Amendments are being proposed to address the consolidation of the respective criteria manuals into one succinct document, as well as to remove references to manuals which are no longer in use or are named incorrectly.

The proposed text amendments to Subsection 1.3.4: Conflicts with Other Ordinances and Criteria Manuals are as follows:



#### **1.3.4: Conflicts with Other Ordinances and Criteria Manuals:**

- A. Whenever any provision of this DDC conflicts with other provisions of the Municipal Code of Ordinances, the stricter provision, as determined by the Director following the interpretation procedure in Subsection 2.8.6, Interpretations, shall govern.
- B. Whenever any provision of this DDC conflicts with a Criteria Manual adopted by ordinance by the City of Denton as established in Section 2.11, including but not limited to those listed below, the ~~Criteria Manual~~ Denton Development Code shall govern, as determined by the Director:
- ~~1. Administrative Criteria Manual~~
  - ~~2.1.~~ Connectivity Component - Mobility Plan
  - ~~3.2.~~ Construction Criteria Manual
  - ~~4.3.~~ Environmentally Sensitive Areas ~~Criteria Manual~~ Primer
  - ~~5.4.~~ Denton Design Criteria Manual, which includes:
    - a. Solid Waste Criteria Manual
    - b. Stormwater Design Criteria Manual
    - c. Transportation Criteria Manual
    - d. Water and Wastewater Criteria Manual
    - e. Streetlight Design Criteria Manual
  - ~~6.~~
  - ~~7.~~
  - ~~8.~~
- C. All Criteria Manuals are available online on the City's website and housed in the Development Services Department. Criteria Manuals are maintained and updated by the Department when amendments are necessary as determined by the Director.

See Exhibit 2 for a full Staff Analysis.

#### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

<b>Date</b>	<b>Council, Board, Commission</b>	<b>Request</b>	<b>Action</b>
April 23, 2019	City Council	Consider 2019 DDC Update	Approved with an effective date of October 1, 2019
June 12, 2024	Planning and Zoning Commission	Consider DDC Amendments related to DDC 1.3.4	Recommended approval [6-0]

#### **Planning and Zoning Commission**

The Planning and Zoning Commission considered the proposed amendments and held a public hearing at their June 12, 2024 meeting. No public comment was received, and the Planning and Zoning Commission voted [6-0] to recommend approval of the proposed amendments to the DDC as presented. Motion for approval was made by Commissioner Villarreal and seconded by Commissioner Cole.

#### **OPTIONS**

- 1. Approval
- 2. Approval with modifications
- 3. Denial
- 4. Postpone Item



## **RECOMMENDATION**

Staff recommends **approval** of the amendments related to conflicts with other Ordinances and Criteria Manuals as the proposed amendments meet the established criteria for approval for Code Text Amendments as outlined in Subsection 2.7.4D of the DDC.

## **EXHIBITS**

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Staff Analysis

Exhibit 3 - Draft Ordinance

Exhibit 4 - Presentation

Respectfully submitted:

Tina Firgens, AICP

Deputy Director of Development Services/  
Planning Director

Prepared by:

Angie Manglaris, AICP

Development Review Manager



# Staff Analysis

## DCA24-0003a/ Conflicts with Other Ordinances and Criteria Manuals

### REQUEST:

This is a city-initiated Code amendment to the Denton Development Code (DDC); Subsection 1.3.4 related to the Denton Development Code and conflicts with other ordinances and criteria manuals.

### CONSIDERATIONS:

Subsection 2.7.4D of the DDC states that an application for a DDC text amendment may be approved upon consideration of the following criteria as to whether and to what extent the proposed amendment:

1. *Is consistent with the Comprehensive Plan, other adopted plans, and other city policies;*

The proposed Code amendments are consistent with the Denton Development Code establishing procedures for the processing of planning and zoning actions that affect the development and use of property subject to the planning jurisdiction of the City:

**Subsection 1.3.2.A** Unless otherwise stated, this DDC applies to all land, buildings, structures, and uses located within the City and if applicable, its extraterritorial jurisdiction (ETJ).

The proposed Code amendments are consistent with the following Comprehensive Plan policies and actions related to ensuring the City has a complete and efficient development review process and minimizes conflicting language across all documents relating to the development of land:

2.2.1 Utilize the Denton Development Code (DDC) to ensure that future development review applications are consistent with the Preferred Growth Concept Map, the Preferred Land Preservation Plan, and the Future Land Use Map.

2. *Does not conflict with other provisions of this DDC or other provisions in the Municipal Code of Ordinances;*

The proposed Code amendments do not conflict with any provisions of the DDC or Municipal Code of Ordinances. The purpose of the Code amendments is to provide further clarification and remove potential conflicts between the provisions of the Denton Design Criteria Manual and the Denton Development Code by clarifying the Denton Development Code shall supersede the Denton Design Criteria Manual in the event of conflict.

3. *Is necessary to address a demonstrated community need;*

This proposed city-initiated Code amendment to the Denton Development Code is needed to clarify that the Denton Development Code shall govern when there is a conflict between the Denton Development Code and the Denton Design Criteria Manual. The Denton Development Code establishes zoning actions which affect the development of land within the City of Denton. The Denton Design Criteria Manual is a manual which pertains to the technical and design requirements of the provisions within the DDC. Additionally, this amendment will correctly identify the names of the City's criteria manuals within the DDC to avoid confusion for future development applications.



4. *Is necessary to respond to a substantial change in conditions and/or policy; and*

The Code Amendment is in response to the Denton Design Criteria Manual adoption on June 4, 2024, which consolidated several separate manuals and contains language clarifying that the technical specifications in the manual do not supersede the adopted standards in the DDC.

5. *Is consistent with the general purpose and intent of this DDC.*

The proposed Code amendments are consistent with the general purpose and intent of the DDC as discussed above.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AMENDING THE DENTON DEVELOPMENT CODE SUBCHAPTER 1; AMENDMENTS INCLUDE BUT ARE NOT LIMITED TO: SUBSECTION 1.3.4: CONFLICTS WITH OTHER ORDINANCES AND CRITERIA MANUALS; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF \$2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (DCA24-0003a)

WHEREAS, pursuant to Ordinance No. DCA18-0009q, the City Council of the City of Denton adopted the newly revised 2019 Denton Development Code, the (“DDC”); and

WHEREAS, on June 4, 2024, the City Council adopted the Denton Design Criteria Manual, which consolidates the Solid Waste Design Criteria Manual, Stormwater Design Criteria Manual, Transportation Design Criteria Manual, Water and Wastewater Design Criteria Manual, and Streetlight Design Criteria Manual into one manual; and

WHEREAS, the City desires to amend the DDC to amend Subchapter 1 – General Standards to clarify the use of criteria manuals in the development review process and to align regulations and requirements among the City’s development related standards and criteria; and

WHEREAS, the amendments include the following:

1. Subsection 1.3.4: Conflicts with other Ordinances and Criteria Manuals – address the creation of the Denton Design Criteria Manual and align requirements among the Denton Development Code and the Denton Design Criteria Manual; and

WHEREAS, on June 12, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, gave the requisite notices by publication, held due hearings and recommended approval [6-0] of the amendment to the Denton Development Code; and

WHEREAS, on July 23, 2024, the City Council likewise conducted a public hearing in accordance with local and state law and the City Council hereby finds that the Code amendments are consistent with the City’s comprehensive plan, and the federal, state, and local law are in the best interests of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. Subsection 1.3.4 Conflicts with other Ordinances and Criteria Manuals of the DDC are amended as set forth in **“Exhibit A”** which is attached and fully incorporated herein by reference.

SECTION 3. Any person, firm, partnership, or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by a



fine in a sum not exceeding \$2,000.00 for each offense. Each day that a provision of this ordinance is violated, shall constitute a separate and distinct offense.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Denton Development Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

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

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.


\_\_\_\_\_  
GERARD HUDSPETH, MAYOR



ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_



## **Exhibit A**

### **Amend DDC Subsection 1.3.4 Conflicts with other Ordinances and Criteria Manuals to read as follows:**

- A. Whenever any provision of this DDC conflicts with other provisions of the Municipal Code of Ordinances, the stricter provision, as determined by the Director following the interpretation procedure in Subsection 2.8.6, Interpretations, shall govern.
- B. Whenever any provision of this DDC conflicts with a Criteria Manual adopted by ordinance by the City of Denton as established in Section 2.11, including but not limited to those listed below, the Denton Development Code shall govern, as determined by the Director:
  - 1. Connectivity Component - Mobility Plan
  - 2. Construction Criteria Manual
  - 3. Environmentally Sensitive Areas Primer
  - 4. Denton Design Criteria Manual, which includes:
    - a. Solid Waste Criteria Manual
    - b. Stormwater Design Criteria Manual
    - c. Transportation Criteria Manual
    - d. Water and Wastewater Criteria Manual
    - e. Streetlight Design Criteria Manual
- C. All Criteria Manuals are available online on the City's website and housed in the Development Services Department. Criteria Manuals are maintained and updated by the Department when amendments are necessary as determined by the Director.



# DCA24-0003a: Conflicts with Other Ordinances

Angie Manglaris, AICP  
Development Review Manager  
July 23, 2024



File ID: DCA24-0003a

07/23/2024

974



# Background & Proposed Amendments

- On June 4, 2024, the City Council adopted the **Denton Design Criteria Manual (DCM)**
- **Consolidates existing Criteria Manuals** into one comprehensive manual
- The DCM specifies that in the event of conflict between the DCM and the DDC, the DCM shall not supersede the DDC
- DDC Subsection 1.3.4 specifies that whenever any provision of the DDC conflicts with the provisions of a criteria manual, the criteria manual shall control
- The purpose of the DDC is to establish subdivision and design standards and land use regulations related to the development of land in the City of Denton. **Criteria manuals are intended to provide supplemental technical detail** related to carrying out the provisions of the Denton Development Code
- Additional amendments are proposed to **remove references to manuals no longer in use or incorrectly named**



# Background & Proposed Amendments

## 1.3.4: Conflicts with Other Ordinances and Criteria Manuals:

- A. Whenever any provision of this DDC conflicts with other provisions of the Municipal Code of Ordinances, the stricter provision, as determined by the Director following the interpretation procedure in Subsection 2.8.6, Interpretations, shall govern.
- B. Whenever any provision of this DDC conflicts with a Criteria Manual adopted by ordinance by the City of Denton as established in Section 2.11, including but not limited to those listed below, the ~~Criteria Manual~~ Denton Development Code shall govern, as determined by the Director:
  - ~~1. Administrative Criteria Manual~~
  - 2. 1. Connectivity Component - Mobility Plan
  - 3. 2. Construction Criteria Manual
  - 4. ~~3.~~ Environmentally Sensitive Areas ~~Criteria Manual~~ Primer
  - 5. 4. Denton Design Criteria Manual, which includes:
    - a. Solid Waste Criteria Manual
    - ~~6.~~ b. Stormwater Design Criteria Manual
    - ~~7.~~ c. Transportation Criteria Manual
    - ~~8.~~ d. Water and Wastewater Criteria Manual
    - e. Streetlight Design Criteria Manual
- C. All Criteria Manuals are available online on the City's website and housed in the Development Services Department. Criteria Manuals are maintained and updated by the Department when amendments are necessary as determined by the Director.



# Recommendation

Planning and Zoning Commission considered this item at their June 12, 2024, meeting and recommended approval of the Code Amendments as presented.

Staff recommends **approval** of the amendments related to conflicts with other Ordinances and Criteria Manuals as the proposed amendments meet the established criteria for approval for Code Text Amendments as outlined in Section 2.7.4D of the DDC.

## Questions?